

10901 — Fort St. George — August 1847

Diary

21st August. — Sent the following Proceedings

Read Demand Collection and Balance Statement of Madras for 1st to 11th July of Fusly 1256.

1 — Proceedings

On examining the above recorded Statement a marked decrease is perceived in the Collection of the Abkarry Revenue for Fusly 1256 below that of the fusles immediately preceding it and the difference is still greater in Comparison with the Collections under the same head for 1254 Fusles — The information before the Board does not exhibit the particulars of the Toddy and Arrack Revenue and the details of these being now required, the Collector will be pleased to furnish a Statement shewing the annual Demand Collection and Balance for the last 12 years from Fusly 1245 to 1256 both inclusive under each of the two sources comprising the Abkarry Revenue. The Board also direct that a Statement be forwarded for the last 3 Fusles. Viz 1254-55 and 56 Shewing for every Village within the Abkarry limits of the Collectorate the number of Toddy Shops under each Class, the rate of Assessment thereon, the total amount of Baiz and the number of Trees under each Class—

Fusly 1255 Rs 569999
1256 — 458292
Decrease — 111707

Fusly 1254 Rs 601883
1256 — 458292
143591

The Board are aware that the decrease of the abkarry for Fusly 1256 is in some degree attributable to the effects of the Storm of October last and in regard to this point the Collector will be so good as to state whether

BEST COPY AVAILABLE ORIGINAL

8r—

Fort St. George 23rd August 1847

or not any reduction has been made in the usual rate of Assessment and if so whether such reduction is regulated by one uniform principle as regards all the Toddy Shops of the Collectorate or otherwise. In order to enable the Board to ascertain the particulars with more clearness they desire that the original Accounts of one Village may be forwarded to them which will be returned after inspection.

At a Meeting Present

Monday 23rd August 1847

Walter Elliot Esqr Acting Senior Member.

A Maclean Esqr Acting Second Member.

and

J Goldingham Esqr Acting Third Member.

Minutes of the last meeting read and approved.

Read the following Extract.

2 From the Secretary to Government — Calling for certain information in respect of the Cavelly Manieums of Maunmundoor Pollium in the district of North Arcot and authorizing the Collr of North Arcot to disburse Rs 100 as an advance for the support of Mangamiah in the mean time.

Extract from the Minutes of the Consultation under date the 3rd August 1847.

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

(Here enter 28th June 1847. No 306)

Para 1 The Most Noble the Governor in Council approves generally of the measures proposed by the Acting Collector of North Arcot and recommended by the Board of Revenue in respect of the Cavelly Manieums of Maunmundoor Pollium, but before sanctioning that part of

Fort St. George 23 August 1847

of the arrangement which stipulates for the payment to the surviving Cavilgars of the Proceeds of their respective shares after the Settlement of the Villages, he desires to be informed whether it would not be preferable to grant in lieu a money allowance equal to 15 per Cent of their emoluments, as was done in South Arcot when all the Cavil Lands in that District were ordered to be resumed. A similar arrangement was lately adopted in respect of the Inam lands held by the Woodiarpollium Poligar and approved by the Honorable Court in paras 3 and 4 of their Despatch dated 1st February 1843 No 2, and his Lordship in Council is disinclined without some good grounds to pursue a different Course in the case of the Cavilgars of Maunmundoor, who will be relieved from all Police duties and from the Charge of maintaining any Establishment for that purpose. The Board will be pleased to reconsider their recommendation of this part of the Collector's proposition and submit their Sentiments on the subject for the final orders of Government.

Boards Proceedings 4 March 1839 — No 103 Para 8

2 To provide for the support of Mangamiah in the mean time his Lordship in Council is pleased to authorize the Collector of North Arcot to disburse to her the Sum of Rupees 100/ one hundred. Such advance to be adjusted hereafter when the amount of her allowance shall have been settled.

A true Extract
Signed J. C. Montgomery
Secretary to Government
Revenue

10904. Fort St. George 23d August 1847.

2-3.

Resolution thereon

Resolved that a Copy of the foregoing Extract from Minutes of Consultation and of the Boards letter to which it is a reply be Communicated for the information and guidance of the Acting Collector of North Arcot with reference to his letter dated 8th May last.

Jm/ 28 June 1847

Mr Lovell will be pleased to state whether, in lieu of the proposed payment to the Surviving Cavilgars of Maunundoor, of the proceeds of their respective shares, after the settlement of the Villages, it would not be preferable to grant a Money allowance of 15 per Cent of their Emoluments as suggested by Government. He is also requested to advance to munganah the Sum of 100 Rupees, to be adjusted hereafter when the Amount of her allowance shall have been settled, as directed in Para 2 of the foregoing Extract.

4

From the Secretary to Government

Resolving to recommend to the Government of India that a Sum of Rupees 700 per Mensem be granted as a life Pension to the eldest Son of the late Zemindar, Narsanaze, of Ramachendrapoorum in the Rajahmundry

1905

Extract from the Minutes of Consultation Under date the 6th August 1847.

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

(Here enter 3rd June 1847 No 271)

Para 1 The Government learn from the above Proceedings that the Zemindar of

10905 - Fort St. George 23d August 1847.

Rajahmundry destitute for the support of the family Commencing from the date of the Father's death and desiring that further information be obtained in regard to the Land & Buildings in the Fort of Ramachendrapoorum with a view to their being secured from the Creditors of the late Zemindar and placed in repair for the abode of the family.-

From Board of Revenue 21st Jany 1847 No 51.-

of Ramachendrapoorum in the Rajahmundry District died on the 27th December last and that previous to his death he executed a Document constituting his eldest son Rajah Cavelcherla poody Nursoranze the heir to whatever property he might be possessed of Previous to the late Zemindars death the Ramachendrapoorum Estate was sold for arrears of Revenue, but balances to the Amount of Rupees 2,68982-12-11 still stand against it. The acknowledged head of the family having now relinquished all Claim to all outstanding demands against the Ryots of the Estate the Most Noble the Governor in Council is pleased to sanction the writing off in the accounts of the above remaining balance of Rupees two Lacs Sixty eight thousand nine hundred and eighty two annas twelve and Pice eleven.-

2 On the death of the late Zemindar the provision for the support of the family granted under date the 29th June 1844, ceased, and from the account given by the Collector the family amounting to 40 and with the dependants to 89 individuals, are consequently in great distress.-

3 In his report on the Ramachendrapoorum Zemindary the late Commissioner brought

brought to the notice of Government the state of poverty and embarrassment to which this once wealthy and still highly respectable and ancient family were reduced. As a temporary measure the Government at his recommend= =ation conferred on them a monthly allowance of 400 Rupees but in naming that sum the Commissioner remarked that a more liberal "provision must be assigned for the support "of the family upon their being deprived of their "ancient property." This latter contingency has occurred, and the Cankerlapoody family are now stripped of all their possessions, even to their dairy and Khushun Menah lands which have been resumed with the rest of their Estate and which the Government are well aware would if not resumed have been seized by their creditors.-

4 In consideration of the cir= =cumstances of this extensive family, the elder branch of the ancient Ramachendra= =poorum Zemindars, the Most Noble the Governor in Council concurs with the Board and the Collector and the late Commissioner that their claim on the bounty of Government is well founded and that the allowance

to

to be conferred on its head should be on a more liberal scale than that which as a temporary relief was given to the late Ramachendrarazze, and he accordingly Resolves to recommend to the Government of India that a sum of 700 Rupees per mensem be granted as a life Pension to the eldest son of the late Zemindar Narsarauze for the support of the family to commence from the 27th December 1846 the date of his fathers death- subject to the same con= =ditions on which a provision is now enjoyed by the other branch of the Cankerlapoody family.-

5 With reference to the Remarks of the Commissioner on the dilapidated condition of the buildings situated within the Fort of Ramachendrapoorum occupied by the Ze= =mindars' family, His Lordship in Council desires that the Collector will state whether the land occupied by the Fort is included in the lands resumed or if it is now free to the family- In the latter case His Lord= =ship believes it would be for their benefit that the Fort with all the buildings within it should be taken by the Government and placed at the disposal of the family dur= =ing the pleasure of Government, and

that

10908 Fort St. George 23d August 1847.

that thus the ancient abode of Ramachendrapoo=
=rum Zemindars should be secured from the
hands of the late Zemindars creditors and be
an asylum for his family. The Government
request the Board will ascertain from the
Collector how this object can best be attained
and what sum would be required to place
in good repair so much of the buildings as
are sufficient for the accommodation of the
family in its present more humble state.-

To The President & Member
of the
Board of Revenue.

/A true Extract/
/Signed/ H. C. Montgomery
Secretary to Government

4-5

Order thereon.- Ordered that copy of the fore=
=going Extract Minutes of Consulta=
=tion together with copy of the Board's
Proceedings dated 3d June 1847 to which
it is a reply, be forwarded to the Collector
of Rajahmundry in reference to his
letter dated 20th May 1847.- Mr. Prender=
=gast will be pleased to furnish the
information called for in the con=
=cluding para of the above Proceed=
=ings of Government.-

Inform. 3d June 1847.-

Extract

10909 Fort St. Geo. 23d August 1847.

From the Secy to Government

1

Extract from the Minutes of Consultation
under date the 9th August 1847.-

Read the following Extract
from the Proceedings of the Board of Revenue.-
/Here enter 12th July 1847 No. 327/

The Most Noble the Governor
in Council approves and sanctions the course
which the Board of Revenue propose in the con=
=cluding para of the foregoing Proceedings to
adopt in respect of the claim preferred by
Janakiah to the surplus proceeds of the Condi=
=tairlah Estate in Vizagapatam and desires that
effect may accordingly be given to it.-

To The Presidents & Members
of the
Board of Revenue.-

/A true Extract/
/Signed/ H. C. Montgomery
Secretary to Government.-

Order thereon.- Ordered that Copy of the

1-7

foregoing Extract Minutes of Consultation
together with Copy of the Board's Proceedings
dated 12th July 1847 to which it is a reply
be forwarded to the Collector of Vizagapa=
=tam in reference to his letter dated 11th
June 1847.- Mr. Smollett will be pleased
to give effect to the course proposed
by the Board and sanctioned by Govern=
=ment in respect of the claim prefer=
=red by Janakiah to the surplus proceeds
of the Condatairlah Estate.-

Inform. 12th July.-

Extract

Fort St. George 23d. August 1847.-

that thus the ancient abode of Ramachendrapoo=
=ram Zemindars should be secured from the
hands of the late Zemindars creditors and be
an asylum for his family. The Government
request the Board will ascertain from the
Collector how this object can best be attained
and what sum would be required to place
in good repair so much of the buildings as
are sufficient for the accommodation of the
family in its present more humble state.-

To The President & Member
of the
Board of Revenue.-

/A true Extract/
/Signed/ H. C. Montgomery
Secretary to Government

(4-5)

Order thereon.- Ordered that copy of the fore=
=going Extract Minutes of Consulta=
=tion together with copy of the Board's ex
Proceedings dated 3d. June 1847 to which
it is a reply, be forwarded to the Collector
of Rajahmundry in reference to his
Inform.d 3d June 1847.- letter dated 20th. May 1847.- Mr. Prender=
=gast will be pleased to furnish the
information called for in the con=
=cluding para of the above Proceed=
=ings of Government.-

Extract

Fort St. G. 23d. August 1847.-

From the Secy. to Government

(1)

Extract from the Minutes of Consultation
under date the 9th August 1847.-
Read the following Extract
from the Proceedings of the Board of Revenue.-
/Here enter 12th July 1847 No. 32/

The Most Noble the Governor
in Council Approves and Sanctions the Course
which the Board of Revenue propose in the Con=
=cluding para of the foregoing Proceedings to
adopt in respect of the claim preferred by
Sanakiah to the surplus proceeds of the Condi=
=kirlah Estate in Vizagapatam and desires that
effect may accordingly be given to it.-

To The President & Members
of the
Board of Revenue

/A true Extract/
/Signed/ H. C. Montgomery
Secretary to Government.-

(6-7)

Order thereon.- Ordered that Copy of the
foregoing Extract Minutes of Consultation
together with Copy of the Board's Proceedings
dated 12th July 1847 to which it is a reply
be forwarded to the Collector of Vizagapa=
Inform.d 12th July.- =tam in reference to his letter dated 11th
June 1847.- Mr. Smollett will be pleased
to give effect to the course proposed
by the Board and sanctioned by Govern=
=ment in respect of the claim prefer=
=red by Sanakiah to the surplus proceeds
of the Condakirlah Estate.-

Extract

10910 Fort St. George 23d August 1847

From the Secy. to Government

8

Extract from the Minutes of Consultation under date 9th August 1847.

Read the following Extract from the Minutes of Consultation under date 3d August 1847.

Read the following letter.

To The Chief Secretary to the Government of Fort St. George.

Sir,

I have the honor to transmit for the information of the Most Noble the Governor in Council of Fort St. George the accompanying Copy of a letter to my address from the Under Secretary to the Government of India with the Right Honorable the Governor General No. 1569, under date the 12th Instant and of the Extract from a despatch from the Honorable the Court of Directors dated 21st April 1847 to which it gave cover.

Hyderabad
Residency 28th July 1847

/Signed/ J. S. Fraser
Resident.

A.

To Major General J. S. Fraser
Resident at Hyderabad.

Sir,

I am directed to transmit for your information the accompanying Extract from a despatch from the Honorable Court of Directors No. 7 of 1847 on

10911 Fort St. George 23d August 1847

41 Supply of stores to Nizam's Army. 63 Case of Capt. Jackson.

Simla
The 12th July 1847

on the Subjects noted in the Margin.

/Signed/ J. Edwards
Under Secretary to the Government of India
With the Governor General

Extract from a Despatch from the Honorable the Court of Directors, dated 21st April 1847. No. 7.

11 to 13 and 32-33 of Pol. Letter from Madras dated 30th May (No. 6) 1846 supply of Stores to the Nizam's Army.

Para 41 We approve the practice of allowing articles required bonâ-fide for the general purposes of the Nizam's Army, to pass the British frontier free of duty; but we think that the exemption ought also to extend to supplies for Officers or Messes in the case of all articles, which not being the produce of the Madras Presidency, have already paid duty on entering India.

Transmitting further Papers Connected with the Case of Captain Jackson

63 We shall not enter further into this Case, our decision on which has already been Communicated to you.

/True Extract/
/Signed/ J. Edwards
Under Secretary to the Govt. of India

/True Copies/
/Signed/ D. A. Malcolm
Assistant Resident

Ordered, to be Communicated to the Revenue Department with reference to the Resolution of Government in the Political Department dated 15th August 1845. No. 296

By Order
/Signed/ J. F. Thomas
Chief Secretary

Ordered.

Fort St. George 23d August 1848

Ordered to be Communicated to the Board of Revenue with reference to the Extract Minutes of Consultation 28th August 1845 No. 1018.

/Signed/ H. C. Montgomery.
Secretary to Government

8-9

Resolution thereon. Resolved that a Copy of Para 41 of the Honorable Court's Despatch received with the foregoing order of Government be transmitted for the information and guidance of the Collectors noted in the Margin, with reference to the Board's Proceedings dated 4th September 1845.

Rajahmundry
Masulipatam
Guntoor
Bellary
Kurnool.

10

From the Secy to Government

Extract from the Minutes of Consultation
Under date the 9th August 1847.

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

Communicating observations and orders on the Board's Proceedings relative to the Settlement of the Land Revenue in the District of North Arcot for Fusly 1255.

Relative to the Settlement of the District of North Arcot (Here enter 15th July 1847 No. 335.) for Fusly 1255 / 1845/46

Para 1 The Season of Fusly 1255 in the District of North Arcot appears by the reports of the local Officers to have been very unfavorable, marked by failure of rain and by prevalence of disease particularly affecting Cattle.-

2 The Settlement exclusive of Zamindaries amounted to Rupees 13,02,380-4-3 being less than that of Fusly 1254 by Rupees 1,47,21-1-3 Inclusive of Peshcush it stands at Rupees 17,53,333-11-6 The Balance at the Close of the Fusly amounting to Rupees 1,17,526-5-8 was reduced by the middle of March last to

Demand 17,53,333-11-6
Collection 16,35,807-5-10
Balance 1,17,526-5-8

Fort St. George 23rd August 1847

to Rupees 23,34,4-1 of which Rupees 1,83-12-9 are Ryotwar and Rupees 21,457-7-4 Zemindary. This latter Sum it would appear from the 13th Para of the Board's Proceedings has been subsequently reduced to Rupees 7,903-1-7.

3 The deductions which in all amounted to Rupees 4,4,921-3-10 were nearly double the same item in Fusly 1254. The adverse nature of the season rendering large remissions necessary on account of Land left waste and failure of Crops.-

4 The Board have rightly directed further investigation into certain balances outstanding for the year under report which the Acting Collector proposed to be relinquished as irrecoverable, and recommended the writing off from the accounts such portion of irrecoverable balances for Fusly 1254 as appertain to the Talooks under the immediate management of the Acting Collector, amounting to Rupees 152-3-11. The Most Noble the Governor in Council sanctions the relinquishment of this demand, Viz^t. One hundred and fifty two Rupees, three annas and eleven Pice.-

5 The Proceedings of the Board having already disposed of all points of the Acting Collectors Settlement requiring notice, His Lordship in Council has only to remark that M^r. Lovell's report which under the repeated Orders of Government should have been submitted within three months

of

Fort St. George 23d August 1848

Ordered to be Communicated to the Board of Revenue with reference to the Extract Minutes of Consultation 28th August 1845 No 1018

(Signed) H. C. Montgomery
Secretary to Government

8-9

Resolution thereon. Resolved that a Copy of Para 4 of the Honorable Court's Despatch received with the foregoing order of Government be transmitted for the information and guidance of the Collectors noted in the Margin, with reference to the Board's Proceedings dated 4th September 1845.

Rajahmundry
Masulipatam
Guntoor
Bellary
~~Kurnool~~

10

From the Sec[y] to Government

Extract from the Minutes of Consultation
Under date the 9th August 1847.

Communicating observations and orders on the Board's Proceedings relative to the Settlement of the Land Revenue in the District of North Arcot for ~~Fusly~~ 1255.

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

Relative to the Settlement of the District of North Arcot (Here enter 15th July 1847 No 335.) for Fusly $\frac{1355}{1845/46}$

Para 1 The Season of Fusly 1255 in the District of North Arcot appears by the reports of the local Officers to have been very unfavorable, marked by failure of rain and by prevalence of disease particularly affecting Cattle.—

2 The Settlement exclusive of Zamindaries — amounted to Rupees 13,02,380-4-3 being less than that of Fusly 1254 by Rupees 18,721-1-3 Inclusive of Peshcush it stands at Rupees 17,53,333-11-6 — The Balance at the Close of the Fusly amounting to Rupees 1,17,526-5-8 — was reduced by the middle of March last to

Demand. 17,53,333-11-6.
Collection 16,35,807-5-10.
Balance 1,17,526-5-8.

Fort St. George 23rd August 1847

to Rupees 23,541-4-1 of which Rupees 1,883-12-9 are Ryotwar and Rupees 21,657-7-4 Zemindary — This latter Sum it would appear from the 13th Para of the Board's Proceedings has been subsequently reduced to Rupees 7,903-1-7

3 The deductions which in all amounted to Rupees 4,921-3-10 were nearly double the same item in Fusly 1254 — The adverse nature of the season rendering large remissions necessary on account of land left waste — and failure of Crops.

4 The Board have rightly directed further investigation into certain balances outstanding for the year under report which the Acting Collector proposed to be relinquished as irrecoverable, and recommended the writing off from the accounts such portion of the balances for Fusly 1254 as appertains irrecoverable to the Talooks under the immediate management of the Acting Collector, amounting to Rupees 15-2-3.

-11- The Most Noble the Governor in Council sanctions the relinquishment of this demand, Viz[t]. One hundred and fifty two Rupees three annas and eleven Pice —

5 The Proceedings of the Board having already disposed of all points of the Acting Collector's Settlement requiring notice, His Lordship in Council has only to remark that Mr. Lovell's report which under the repeated Orders of Government should have been submitted within three months

of

10914 Fort St. George 23d August 1847

of the Close of the Fasly year bears date the 19th March last.

/ A true Extract /

/Signed/ H. C. Montgomery

Secretary to Government.

10-11

Resolution thereon Resolved that a Copy of the foregoing Extract from the Minutes of Consultation be transmitted for the information and guidance of the Acting Collector of North Arcot with reference to the Boards Proceedings dated 15th July last.

Mr. Lovell's attention is requested to the observations of Government in the concluding part of Para 5

Extract

10915 Fort St. George 23d August 1847

From the Secy to Government

12.

Extract from the Minutes of Consultation dated 14th August 1847

Read the following letter

№ 633

To Sir H. C. Montgomery Bt.
Secretary to the Government
of Fort St. George

Sir,

I am directed to acknowledge the receipt of your Despatch № 740 dated 26 ultimo — containing the information called for in my letter of the 13th of September last respecting the Village of Aryoor in North Arcot.

2d As the Resolution of the Government of Fort St. George dated the 12th April 1814 ordering the resumption of the above Village, was founded on incorrect information, and as it now appears that there are not only Mahomedan residents in and about Codagul, but that they continue to resort to the Mosque and that Service is there performed on particular days, the President in Council is decidedly of opinion that the grant ought to be respected as long as the Conditions of it are fulfilled, and that therefore the "Service Enam" should be restored to the Enamdars, together with the amount net — revenue.

Fort St. George 23rd August 1847.

revenue realized from the Village since the date of its resumption, deducting therefrom the money payments made to the Enamdars for their sup-port, which stipends will now cease.

3d The original enclosures of your letter are returned as requested.

Fort William the 17th July 1847.

/Signed/ G. A. Bushby.
Secretary to the Govt of India

Resolved that the foregoing letter be Communicated to the Board of Revenue with reference to the Extract from their Proceedings dated 20th May 1847. No 269. and that they be requested to issue instructions to the Acting Collector of North Arcot to restore the Village of Aryoor granted in endowment of a Mosque at Codagul to the Enamdars who held possession of it prior to its resumption, and to pay to them the net proceeds realized since that period after deducting the payments made under.

Fort St. George 23d August 1847.

under the orders of Government dated 29th October 1844. No 1101.

/Signed/ H. C. Montgomery
Secretary to Government

12-13

Order thereon.— Ordered that a copy of the foregoing Resolution of Government of India which accompanies it be transmitted for the information and guidance of the Acting Collector of North Arcot with reference to his letter dated 7th May last. Mr Lovell will be careful to give effect to the orders now conveyed.—

In Cons. 20th May

From the Secy to Government

14

Extract from the Minutes of Consultation under date the 17th August 1847.—

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

/Here Enter 2d August 1847 No 358/

Agreeably to the recommendation of the Board of Revenue, the Most Noble the Governor in Council grants authority for the Sallor Zemindary in the District of Vizagapatam being placed, during the Minority of † Sungassee Rauze the heir to that Estate, under the management of the Agent to the Governor subject to the orders of the Court of Wards.—

† Age about 12 years

To The President & Members of the Board of Revenue.

/A true Extract/
/Signed/ H. C. Montgomery.
Secretary to Government

Ordered.

10918 Fort St. George 23d August 1847.

(14-15)

Order thereon.—

Ordered that a copy of the foregoing Extract Minutes of Consultation conveying the authority of Government for placing the Sallor Zemindary under the Management of the Agent to the Governor in Vizagapatam during the Minority of the Proprietor be communicated for the information and guidance of Mr. Smollett with reference to his letter dated the 16th July last.—

Mr. Smollett will report what steps he proposes to take for the education of the Minor.—

(16)

From the Secy. to Government— } Extract from the Minutes of Consultation under date the 17th August 1847.—

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

(Here enter 29th July 1847 No. 353)

The Most Noble the Governor in Council assuming the Enam to be an hereditary service grant, though not supported by any document or entry in the accounts to that effect, resolves on the recommendation of the Board of Revenue to authorise the acting Collector of North Arcot to continue the Enam of 12/16 Cawney of Nunjah held by the late Koullah Gunganah at the Village of Aveelaulah in the

Value Rupees—13-2-11
subject to a
Sodee of Rupees—1-10-3

name

10917 Fort St. George 23d August 1847.

name of his eldest son Ramoodoo.—

To The President & Members of the Board of Revenue—

(16-17)

Order thereon.—

(True Extract)
(Signed) H. C. Montgomery
Secretary to Government.

Ordered that transcript of the foregoing Extract Minutes of Consultation be furnished for the information and guidance of the acting Collector of North Arcot with reference to his letter dated 5th July last.—

In Cons. 29th July 1847

From the Secy. to Government— } Extract from the Minutes of Consultation under date 17th August 1847.—

(18)

Read the following letter.—

To Sir H. C. Montgomery Bt.—
Secretary to Government—
Fort St. George.

Sir,

I am directed to acknowledge the receipt of your letter No. 761 dated the 1st Instant with Enclosures, and in reply to state that, as recommended by the Most Noble the Governor in Council, the President in Council is pleased to sanction the continuance to Streenevasa Iyengar, brother of the late incumbent of the Pinchangum Manieum of 12 Goolies of Poonjah land assessed at Rupees 13-10-4 in the District of Madura hitherto held by Vaasoo-deeva Iyengar deceased.—

The

Fort St. George 23d August 1847.—

in the District of Masulipatam is justly entitled to the surplus funds of that Institution in Deposit, the Most Noble the Governor in Council grants authority for the same being made over to him, Viz^t Rupees 653-14-8/ Six hundred and fifty three, Annas fourteen and Pice Eight, which amount it is observed includes the sum of Rupees 258-8-1 previously ordered to be applied by the Collector, to purposes of general utility within the District.—

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

/Signed/ H. C. Montgomery.—
Secretary to Government

20-21

Ordered that a copy of the above Extract Minutes of Consultation together with the Board's letter to which it refers be forwarded for the information and guidance of the acting Collector of Masulipatam in reply to his report under date the 10th July last.—

In Cons^s 26th July 1847

Read the following resolution

From the Sec^y to Government.— } Extract from the Minutes of Consultation dated 14th August 1847.—

/From Board 5th August/

22

DESTROYED

The Most Noble the Governor in Council sanctions the refund of the Fines referred to in the foregoing Proceedings

Fort St. George 23d August 1847.—

2. The original Enclosures of your letter are returned.—

Fort William—
The 24th July 1847 } /Signed/ G. A. Bushby.—
Secretary to the Govt of India

Ordered to be communicated to the Board of Revenue with reference to the Extract from their Proceedings dated 24th June 1847 No. 229.—

/Signed/ H. C. Montgomery.—
Secretary to Government

18-19

Resolution thereon.—

Resolved that a copy of the foregoing order of Government and of the letters from the Government of India which accompanies it be transmitted for the information and guidance of the Collector of Madura with reference to his letter dated 9th June last.—

In Cons^s 24th June 1847.

From the Sec^y to Government } Extract from the Minutes of Consultation under date the 19th August 1847.—

20

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

/Here enter 26th July 1847 No. 341/

Referring to the orders of Government dated 14th July 1846 No. 733 and to the opinion expressed by the Board of Revenue in the foregoing letter to the effect that the Manager of the Vadaly Pagoda in

Fort St. George 23d. August 1847.—

Proceedings, amounting to Rupees /25/ Twenty Five.—

/Signed/ H. C. Montgomery.
Sec.y to Government.

Ordered that the following letter be sent in consequence.—

22-23

To The Collector of Madura.—

To The Collector of Madura —
In Cons.n 5th Aug.t 1847.

Sir,

With reference to your letter of the 27th July last, I am directed by the Board of Revenue to inform you that the Most Noble the Governor in Council has been pleased to sanction the refund of Rupees 25 levied as fines in the Magisterial Department and carried to the account of Government.—

To Govt. 14th Inst. in Cons.n 23d Aug.t 1847.—

Revenue Board Office
Fort St. George
23d August 1847.—

/Signed/ D. White
Acting Secretary.—

Read the following resolutions.—

From the Secy. to Government

24

Extract from the Minutes of Consultation.—
Dated 17th August 1847.—
/From Bd. 9th August/

The Most Noble the Governor in Council authorizes the Collector of Vizagapatam to make up 2 Sets of Weights and Measures for the use of the Ports of that District at a cost not

exceeding Rupees (150) One hundred and fifty.—

/Signed/ H. C. Montgomery.
Secretary to Government.—

24-25

Order thereon.—

Ordered to be communicated for the information and guidance of the Collector of Vizagapatam with reference to his letter dated 21st July last.—

In Cons.n 9th Aug.t 1847.

From the Secy. to Government

Extract from the Minutes of Consultation
dated 17th August 1847.—
/From Board 9th August/

26

The letter submitted with the foregoing Proceedings will be considered on the receipt of the Statement which the Collector of South Arcot has been required to furnish for the information and orders of Government.—

/Signed/ H. C. Montgomery.
Secretary to Government.—

26-27

Order thereon.—

Ordered to be recorded.—

Read the following letter.—

To The President and Members of the Board of Revenue—

28

From the Accountant General—

Gentlemen,

With reference to Extract from the Proceedings of your Board dated 2d Instant observing in regard to the Indent of this Office for the present month which includes one Vsp of Wax Candles that the orders

affording explanation respecting an Indent for Candles for the use of his Office—

*Same with returns

Fort St. George 23d August 1847.—

Proceedings, amounting to Rupees /25/ Twenty Five.—

/Signed/ H. C. Montgomery.
Secy. to Government.—

Ordered that the following letter be sent in consequence.—

22-23

To The Collector of Madura.—

To The Collector of Madura —
In Lets 5th Augt 1847.

Sir,

With reference to your letter of the 27th July last, I am directed by the Board of Revenue to inform you that the Most Noble the Governor in Council has been pleased to sanction the refund of Rupees 25 levied as fines in the Magisterial Department and carried to the account of Government.—

ORIGINAL DESTROYED

To Govt 14th inst Lets 23d Augt 1847.—

Revenue Board Office
Fort St. George
23d August 1847.—

/Signed/ D. White
Acting Secretary.—

From the Secy. to Government

Read the following resolutions.—

Extract from the Minutes of Consultation.—
Dated 17th August 1847.—
/From Bd. 9th August/

24

The Most Noble the Governor in Council authorizes the Collector of Vizagapatam to make up 2 Sets of Weights and Measures for the use of the Courts of that District at a cost not

exceeding Rupees (150) One hundred and fifty.—

/Signed/ H. C. Montgomery.
Secretary to Government.—

24-25

Order thereon.—

Ordered to be communicated for the information and guidance of the Collector of Vizagapatam with reference to his letter dated 21st July last.—

ORIGINAL DESTROYED

In Lets 19th Augt 1847.

From the Secy. to Government

Extract from the Minutes of Consultation
Dated 17th August 1847.—
/From Board 9th August/

26

The letter submitted with the foregoing Proceedings will be considered on the receipt of the Statement which the Collector of South Arcot has been required to furnish for the information and orders of Government.—

/Signed/ H. C. Montgomery.
Secretary to Government.—

26-27

Order thereon.—

Ordered to be recorded.—
Read the following letter.—

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

28

From the Accountant General.—

affording explanation respecting an Indent for Candles for the use of his Office.—

Gentlemen,

With reference to Extract from the Proceedings of your Board.—

ORIGINAL DESTROYED

dated 2d Instant observing in regard to the Indent of this Office for the present month which includes one Vifs of Wax Candles that the orders

Fort St. George 23d. August 1847.

orders of Government dated 10th October 1834 and circulated by the Civil Auditor on the 20th idem require that the use of Lamp oil should be substituted for Candles in all Public Offices. I have the honor to bring to your Notice that subsequently to the date of the orders of Government above quoted Candles have been supplied to this office on Indents passed by your Board under dates the 4th March and 2d December 1845 on which occasions Candles were indented for to enable the Clerks to work at nights for completing business which was emergently required for despatch to the Government of India and the Honorable the Court of Directors. The supply now indented for is to enable this Office to meet a similar contingency when it occurs and though the orders of Government to which you refer substitute the use of Lamp Oil for Candles, still it appears to me that they do not amount to a total prohibition. Lamp Oil has never been used in this office for lights required when the Establishment were detained at night on work which was emergently required nor are there any Stands to hold lamps for use

Fort St. George 23d. August 1847.

use on such occasions if lamp oil is to be used.—

Under these circumstances, I request that the subject may be reconsidered by your Board and the Candles indented for ordered to be supplied, or I must apply to the Government for sanction for stands for burning oil. The expenditure in this office of Candles is very trifling, the last supply of one Viss having lasted upwards of 18 Months.—

Fort St. George
Accountant General's Office
19th August 1847.

/ Signed / P. V. Stonhouse
Accountant General.

Proceedings thereon.—

(28-29)

The Board observe that although they have, as stated by the Accountant General, on two occasions passed indents for wax Candles subsequent to the orders of Government dated 4th October 1834, the instructions directing that no charge on that account should appear in future Bills of Contingent Charges are peremptory and they regret therefore that they are under the necessity of again returning the Accountant General's Indent for revision. The Board observe that the other Offices in common with the Accountant General's Establishment are liable to emergent-

Mem. Cand. and Lo. 20th Oct. 1834

Fort St. George 23d August 1847.

emergent work after dark but that no other Indents of the nature above referred to have been passed.—

It is observed that the Committee for passing Contingent Bills of which the Accountant General is a Member under date 19th November 1842 returned the Board's indent informing them that they were not authorized to pass the supply of Candles indented for "as the order of Government in the Public Department No. 1295 dated 10th October 1834 declares that no charge will be admitted for that article after the 31st of that Month and that lamp oil ought to be used instead.—

Read the following letter.—

To
D. White Esqre
Acting Secretary to the
Board of Revenue.
Fort St. George.

Sir,

30

From the Collector of Vizagapatam.—

Recommending D. Cristarow Deputy Sheristadar for the vacant Head Sheristadarship and transmitting a statement of his services.—

The Head Sheristadar of this District having resigned his situation from the 1st Instant consequent on his nomination to be Head Sheristadar of Nellore, I have appointed from the same date, subject to the approval of the Board of Revenue, D. Cristarow the

Fort St. George 23d August 1847.

the Deputy Sheristadar to the vacant Post.—

2. The public services of this man extend over a period of Seventeen years and a half, agreeably with the statement which accompanies this letter.—

3. The Office of Deputy which D. Kristarow has held for more than 8 years was expressly made by Mr Arbuthnot as explained in his letter of the 28th April 1838, with a view to its being filled by a person qualified both by his Revenue experience and general character to succeed to the Sheristadar in the event of a casualty. The practice of filling that office by parties drawn from other Districts and destitute of local experience having been found productive

Fort St. George 23d August 1847.

productive of much inconvenience.—

4. I have therefore much pleasure in nominating D. Cristanarow to the situation being satisfied of his capacity to fill the office with credit.— It is to his zeal principally, that in the Palooks under management and more especially in the Vizianagrum Zemindary, Settlement has been effected on entirely different principles, and that the current Collections.— realized during the past season have exceeded those of any previous year during the last quarter century.—

Vizagapatam—
Collectors Office—
Bimlipatam—
3d August 1847.

/Signed/ P. B. Smollett—
Collector—

Statement.—

Fort St. George 23d August 1847.

Statement of Services of D. Cristanarow Deputy Sheristadar in the District of Vizagapatam.—

Names of the Talooks	Designations	Length of Servitude	Total
South effcot	Jummabundy additional Gomastah	1 "	
	Pymayesh — Do. —	1 3 "	
	Do. Head — Do. —	6 "	2 9 "
Vizagapatam	Assistant Tahasildar —		5
	Mazoomdar —		26
	Tahasildar and Salt Tanadar —	" 10 12	
			5 5 13
Vizagapatam	Hoozoor Assistant Sheristadar —	1 1 11	
	Do. Deputy — do. from 12th July 1839 to 31st July 1847 —	8 " 20	
			9 2 "
	Total —		17 4 13

Vizagapatam
Collectors Office
3d August 1847

/Signed/ P. B. Smollett
Collector—

The

Resolution thereon.—

30-31

The Board of Revenue confirm the appointment of D. Cristarow Deputy Sheristadar to the vacant post of Head Sheristadar of the Vizagapatam District, as reported in the foregoing letter.—

Read the following letters.—

To D. White Esqre

Acting Secretary to the Board of Revenue Fort St. George.—

From the Collector of Guntoor ——— } Sir,

32

I have the honor to acknowledge the receipt of the Extract from the Board's Proceedings dated 19th Instant, and to state in reply that of the Balance of Succavi in the Zemindary Estates outstanding to the 15th Instt. Rupees 664-6-11. there has been remitted to the 11th July from 11 Talooks 360, and the accounts from one Talook have not been received. The advance being made for wet cultivation, has according to usage, been recovered from the wet produce the

Balance to 15th June ——— 664 6 11
Remitted from 11 Talooks to 11th July ——— 361 " "
303 6 11

Drawn Advances with from which
Accounts have not been received ——— 181 4 11
Advanced to a rayet at alloor ——— 100 " "
Due on Reyfully & Mungalee ——— 21 15 "
Total ——— 303 6 11

the threshing and sharing of which in the western Talooks was not finished till the last Month. Of the sum outstanding 100 Rupees was advanced to a rayet at alloor to reclaim 1¼ Cutchell of high land for wet Cultivation, and the time allowed for its repayment was until the crop of Fasly 1247. The rest 203-6-11 is expected to be wholly recovered by the 15th August. The particulars are shewn in the Margin.—

Guntoor Collectors' Cutcherry
20th July 1847.—

Signed / H. Stokes
Collector

Ordered to be recorded.—

Order thereon.—
(Vide remarks 28th August)

33

To Daniel White Esqre

Acting Secretary to the Board of Revenue.
Fort St. George.—

From the Collector of Guntoor ——— } Sir,

34

Para 1. I have the honor to send a revised Indent for arts and Regulations in lieu of that returned with the Extract from the Board's Proceedings dated 29th Ultimo.—

2. Considering it however to be just and highly desirable that Tahsildars should be furnished with a complete set of the Regulations and Acts in Telugoo bound, I venture to request that the Board will permit me to provide them from the proceeds of useless records which have already been sold as waste paper to the amount of C Rupees 368-6-8. leaving a large quantity still for sale

Guntoor Collrs. Cutcherry
14th April 1847.

Signed / H. Stokes
Collector.

Indent.—

10432

Fort St. George 23d. August 1847.—

Indent for Telugu Regulations required for the use of the Guntoor District.—

Revenue Regulations and acts—		Police Regulations and acts		Remarks.
		Regulations.—		
26-27-28-29-30- of	1802	9-11 of	1816	
2	1803	3-5	1819	
1	1805	4 of	1821	
2	1806	2 of	1822	For the use of Talsildars.—
7-12-13	1816	6 of	1827	
2-7-	1817	8 of	1828	
1	1820	1 of	1830	
5	1821	5 of	1831	
5 and 9	1822	9-11-13	1832	
3	1823	Acts		
1	1826	18 of	1835	
7	1828	26	1836	
3 and 6	1831	17. 18. 22. 30. 33. and 34	1837	
5	1832	3. 20. of	1838	
Acts		2. 11. of	1839	
17-21	1835	17 of	1840	
13. 25. 31 of	1836	21. 30. of	1841	
36	1837	4-5-7-15 of	1843	
7-15	1839			
2	1841			

One Complete Set — Dr. Collectors office.—

Guntoor Collectors Cutcherry 14th August 1847. (Signed) H. Stokes.
Collector

34-35

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

Read the following Return.—

Return.

10933

36

Fort St. George

Return of Tahsildars of the Collectorate of

23d. August 1847.

Guntoor as they stood on the 30th. April 1847.

Number.	Name and place of Birth.	Caste.	Age	Talook.	Amount of Collection of all branches of Revenue.	Pay.	Length of service as Tahsildar in the present Talook.	Total Length of service as Tahsildar in the Collectorate.	Employments previously to appointment as Tahsildar and length of service in each employment.	Length of service.	Total	Remarks
					CRs. a P.	CRs.	Y. m D.	Y. m D.		Y. m D.	Y. m D.	
1	Mooneganoor Chenchoo-ramiah of Tonaladeny in Nellore Zillah.	Bramin	50	Mungalagherry Talook	1,40,696	13 2	120 " 3 "	3 10 8	Marahmut Superintendant in Nellore Zillah	15 " "		
									Translator on Circuit	4 4 "		
									Record Keeper in Guntoor Zillah	1 5 22		
										16 9 22	20 8 -	
2	Hindoopoorum Rama-row of Hindoopoorum under Bellary	Di:		Banpullah Talook	1,04,69	3 2	120 " 3 "	1 11 12	Cash Goomastah at Huzzoor in Darwar Zillah	" 11 "		
									Muddutgar in Hindy Talook	14 " 19		
									Hoozoor Goomastah	2 4 11		
									Acting Sheristah in Beady Talook	" 8 11		
									Hoozoor Goomastah	3 9 "		
									Sheristadar in Beekandy Talook in Belgaum Zillah	1 9 26		
									Di: in Panchapoorum Talook	1 8 1		
										25 3 11	27 2 28	
3	Histnarow Bhas-carrow of Bedanoor under Darwar	Di:	46	Pruttepaud Talook	3,20,89	6 6	120 " 3 "	1 6 26	Carkoons of Comply Talook under Bellary Zillah	" 5 6		
									Zilladar of Coodalega Talook under Di:	1 " "		
									Di: of Hoonaudagely Talook under Di:	1 3 15		
									Di: of Dhurmavarum Talook under Di:	2 " "		
									Peishcar of Sudapasoony Talook under Di:	6 2 29		
									Di: of Punchapaly Talook under Di:	" 4 "		
									Di: of Ranebadanoor Talook under Darwar Zillah	3 8 24		
									Majistrate Moonshy under Di:	2 6 1		
									Head Moonshy of first Assistant Collector's Cutcherry under Di:	4 9 "		
									Mamaleyetdar of Endy Talook under Sholapoor Zillah	2 1 6		
										24 4 21	25 11 12	

10934

Fort St. George

23d August 1847.

Number	Name and place of Birth	Caste	Age	Talook	Amount of Collection of all branches of Revenue	Pay	Length of service as Tahsildar in the present Talook	Total length of service as Tahsildar in the Collectorate	Employments previously to appointment as Tahsildar and length of service in each employment	Total Length of service	Remarks
					CRs. as.	CRs.	Y. M. D.	Yrs. M. D.		Y. M. D.	
4	——— " ———	"	"	Maurloor Talook	" "	"	" " "	" " "	" " " ——— "	" " "	The Tahsildar of Maurloor Payerkhan was suspended on the 22d April 1847 in a Police case—a deduction of half a Month's pay from his salary was made as sanctioned by the Board in their Proceedings dated 3d June 1847 he has been restored to his situation.
5	Panoogondah Narayana Row	Bramin	53	Guntoor Talook	97,039 5 5	100	" 3 "		Head Muddutgar of Honoor Talook in Darwar Zillah ———	3 2 6	
									Huzzoor Goomastah Do ———	14 4 20	
								1 10 27	Sumeen of Honoogullo Talook Do ———	2 5 15	
									Do of Navalagundoo Do Do	" 5 6	
									Do of Dumbalum Do Do	" 2 6	
									Do of Ranebadanoor Do Do	" 6 14	
									Do of Darwar Do Do	3 4 8	
										24 6 25	26 5 22
3	6 Polarauze Rama sawmy Annegudda in the Masulipatam Zillah.	Do	36	Tanaly Talook	132,394 13 5	100	" " 11 "	1 5 4	Land Revenue Sheristah Muddutgar ———	2 6 1	
									Sheristah Muddutgar in Mulrauze Estate ———	1 6 21	
									Sheristah Head Muddutgar in Do ———	" 3 9	
									Peishcar of Chabrole Tanah —	1 1 10	
									Head Assistant Cash Keeper —	2 6 "	
										7 11 11	9 6 15

ORIGINAL DESTROYED

10935

Fort St. George

23d. August 1847.

Nos.	Name and Place of Birth.	Caste.	Age	Talook.	Amount of Collection of all branches of Revenue.	Pay.	Length of service as Tahsildar in the present Talook.	Total Length of service as Tahsildar in the Collectorate.	Employments previously to appointment as Tahsildar and length of service in each employment.	Total Length of service	Remarks.
					CRs a/c	CRs.	Y. m D.	Y. m D.		Y. m D.	
									Studdutgar of Chilkaloorpaud Talook	10 7 4	
									Chowky Goomastah of Ventapollem	" 2 12	
									Samutdar of Bauputtah Moottah	1 7 3	
									Dr. of Coloor Moottah	" 8 18	
6	Y. Dhoomulrow Lutchemenursoo of Yeddalapaud	Braminy	47	Ponnoor Talook	113319124	100.	" 3 "	6 7 18	Sheristadar of Raypully Talook	3 7 23	
									Head of Police of Vunghepoorum Division	1 1 10	
									Acting Amuen of Chilkaloor paud Talook	" " 12	
										17 10 27	
8				Raypully Talook							The Tahsildar of Raypully Y. Seshagherry Row was suspended on the 8th. January 1847. His removal from his situation was sanctioned by the Board in their Proceedings of the 20th. May 1847.
									Additional Goomastah in the Sheristadar Department of Guntoor Zillah	3 10 11	
									Sheristah Muddutgar	1 9 29	
									Dr. Dr.	4 10 10	
9	Parega Ramanah of Yeddlapaud			Dr. 42	Coorpaud Talook	88112 3 11	80.	" 3 "	Sheristah Head Muddutgar of Mulbrauze Estate	2 " 28	
								1 1 27	Sheristah Muddutgar of Wasereddy Dr.	" 4 20	
									Dr. Dr. of Mulbrauze Dr.	" 4 29	
									Dr. Head Dr. of Dr. Dr.	4 11 1	
									Dr. Head Muddutgar of Land Revenue	" 2 17	
									Dr. Dr. of Wasereddy Estate	1 2 "	
									Dr. Dr. of Land Revenue	" 10 8	
									Head Assistant Sheristadar of Mulbrauze Estate	2 7 10	
										23 2 13	24 4 10

10936 Fort St. George 23d. August 1847.

Number	Name and Place of Birth.	Caste	Age	Talook.	amount of Collection of all branches of Revenue.	Pay.	Length of service as Tahsildar in the present Talook.	Total Length of Service as Tasildar in the Collectorate.	Employments previously to appointment as Tahsildar and length of Service in each employment.	Total Length of Service	Remarks.
					CRs. as	CRs.	Y. M.	Y. M.		Y. M.	Y. M.
10	Luckaraze Baupiah Masuli=patam	Bramin	30	Nursarow=pett Talook	66,9,7,10,9	80	" 3 "		Huzzoor Dalayet ——— " 1 13 2 11 25 Magistrate Jawabneviss at Huzzoor 6 9 6 Salt Jawabneviss at Di. ——— " 10 13 Magistrate Head Jawabneviss. ——— 1 5 17	9 2 19	12 2 14
11	Ausingarouze Ven: Katanaroynuppah of Daukapurroo under Masulipatam Zillah	——— Di.		Condaveed Talook	6,0,14,2,15,4	80	" 1 "		Additional Goomastah in the Moonshy Department under Bellary Zillah } " 9 " Hashaum Vakeel in the Huzzoor 1 2 6 " 3 " Magistrate Goomastah Di. 8 9 28 Sheristah Goomastah at Huzzoor " 8 26 Goomastah in Sud Collectors Office " 3 16 Moonshy at Di. ——— 7 1 26 Head Assistant Sheristadar in the Huzzoor under Guntoor Zillah ——— " 2 13	19 2 "	19 5 "
12	Goondemadah Venea=tasem of Goonde=madah	——— Di.	52	Immacondah Talook	55,4,13,9,5	80	" 2 21		Sayer Muddutgar at Huzzoor ——— 14 6 10 English Writer at Di. ——— " 1 " Salt Goomastah at Di. ——— 3 " 17 Peishcar at Rajahpett Tanah ——— " 1 4 3 21. Salt Goomastah at Huzzoor ——— 5 2 6 Sheristah Muddutgar at Huzzoor in Mubrauze Estate ——— " 3 6 Salt Head Mootsuddy 1 1 11 Huzzoor Sheristah Muddutgar in Vajsereddy Estate ——— " 10 10 Land Revenue Sheristah Head Muddutgar ——— " " 13	25 2 22	23 4 23

ORIGINAL DESTROYED

10936

Fort St. George

23d. August 1847.

Number	Name and Place of Birth.	Caste	Age	Talook.	amount of Collection of all branches of Revenue.	Pay.	Length of service as Tahsildar in the present Talook.	Total Length of Service as Tasildar in the Collectorate.	Employments previously to appointment as Tahsildar and length of Service in each employment.	Total Length of service	Remarks.
					CRs. as	CRs.	Y. M.	Y. M.		Y. M. D.	
10	Luc Karaza Baupiah Masuli patam	Bramin	30	Nursarow-pett Talook	66 9 7 a 10 9	80	" 3 "				
11	Ausingarouza Ven: Katanaroynuppah of Daukepurroo under			Do.	Condaveed Talook 6,01,42 15 4	80	" 1 "				
12	Goondemadah Venea tasem of Goande madah			Do. 52	Innacondah Talook 55,4,13 g 5	80	" 2 21				
									Huzzoor Dalayet ———	" 1 13	
									Magistrate Jawabneviss at Huzzoor	6 9 6	
								2 11 25	Salt Jawabneviss at Do. ———	" 10 13	
									Magistrate Head Jawabneviss. —	1 5 17	
										9 2 29	12 2 14
									Additional Goomastah in the Moonshy Department under Bellary Zillah	" 9 "	
									Hashaum Vakeel in the Huzzoor.	1 2 6	
								" 3 "	Magistrate Goomastah Do.	8 9 28	
									Sheristah Goomastah at Huzzoor	" 8 26	
									Goomastah in Sub Collectors Office Moonshy at Do. ———	" 3 16 7 1 26	
									Head Assistant Sheristadar in the Huzzoor under Guntoor Zillah ———	" 2 18	
										19 2 "	19 5 "
									Sayer Muddutgar at Huzzoor ———	14 6 10	
									English Writer at Do. ———	" 1 "	
									Salt Goomastah at Do. ———	3 " 17	
									Peishcar at Rajahpett Tanah ———	" 1 4	
									Salt Goomastah at Huzzoor ———	5 2 6	
								3 2 1.	Sheristah Muddutgar at Huzzoor in Mubrauza Estate ———	" 3 6	
									Salt Head Mootsuddy	1 1 11	
									Huzzoor Sheristah Muddutgar in Vaseveddy Estate ———	" 10 10	
									Land Revenue Sheristah Head Muddutgar ———	" " 13	
										25 2 22	28 4 23

ORIGINAL DESTROYED

Fort St. George

23d August 1847.

Number	Name and Place of Birth	Caste	Age	Talook	amount of Collection of all branches of Revenue	Pay	Length of service as Tahsildar in the present Talook	Total Length of Service as Tasildar in the Collectorate	Employment previously to appointment as Tahsildar and length of Service in each employment	Total Length of service	Remarks
					CRs. as	CRs.	Y. M.	Y. M.		Y. M.	
10	Luc Karazee Baupiah Masuli-patam	Bramin	30	Nursarow-pett Talook	66,97,10-9	80	" 3 "	Y. M.			
									Huzzoor Dalayet	" 1 13	
									Magistrate Jawabneviss at Huzzoor	6 9 6	
								2 11 25	Salt Jawabneviss at Do.	" 10 13	
									Magistrate Head Jawabneviss	1 5 17	
										9 2 29	12 2 14
									Additional Goomastah in the Moonshy Department under Bellary Zillah	" 9 "	
									Hashaum Vakeel in the Huzzoor	1 2 6	
								" 3 "	Magistrate Goomastah Do.	8 9 28	
									Sheristah Goomastah at Huzzoor	" 8 26	
									Goomastah in Sub Collectors Office	" 3 16	
									Moonshy at Do.	7 1 26	
									Head Assistant Sheristadar in the Huzzoor under Guntoor Zillah	" 2 18	
										19 2 "	19 5 "
									Sayer Muddutgar at Huzzoor	14 6 10	
									English Writer at Do.	" 1 "	
									Salt Goomastah at Do.	3 " 17	
									Peishear at Rajahpett Taluk	" 1 4	
									Salt Goomastah at Huzzoor	5 2 6	
								3 2 1.	Sheristah Muddutgar at Huzzoor in Mubrauze Estate	" 3 6	
									Salt Head Mootsuddy	1 1 11	
									Huzzoor Sheristah Muddutgar in Vasseruddy Estate	" 10 10	
									Land Revenue Sheristah Head Muddutgar	" " 13	
										25 2 22	28 4 23
11	Ausingarouze Ven: Katanaroynuppah of Dunkepurroo under Masulipatam Zillah		Do.	Condaveed Talook	60,14,2,15 4	80	" 1 "				
12	Goondemadah Venea taisem of Goondemadah		Do.	52 Innacondah Talook	55,41,3 g 5	80	" 2 21				

ORIGINAL DESTROYED

10936 — Fort St. George — 23d. August 1847.

Number	Name and Place of Birth.	Caste	Age.	Talook.	amount of Collection of all branches of Revenue.	Pay.	Length of service as Tahsildar in the present Talook.	Total Length of Service as Tasildar in the Collectorate.	Employments previous to appointment as Tahsildar and length of Service in each employment.	Total Length of Service	Remarks.
					CRs. as	CRs.	Y. M.	Y. M.		Y. M.	
10	Luckaraza Baupiah Masulipatam	Bramin	30	Nursarow-pett Talook	66,992 10 9	80	" 3 "				
									Huzzoor Dalayet ———	" 1 13	
								2 11 25	Magistrate Jawabneviss at Huzzoor	6 9 6	
									Salt Jawabneviss at Dº ———	" 10 13	
									Magistrate Head Jawabneviss. ———	1 5 17	
										9 2 19	12 2 14
									Additional Goomastah in the Moonshy Department under Bellary Zillah	" 9 "	
									Hashaum Vakeel in the Huzzoor.	1 2 6	
11	Ausingarauza Venkatanaroynuppah of Daukepurroo under Masulipatam Zillah.	—	Dº	Condaveed Talook	6,01,42 15 4	80	" 1 "	" 3 "	Magistrate Goomastah Dº	8 9 28	
									Sheristah Goomastah at Huzzoor	" 8 26	
									Goomastah in Sub Collector's Office	" 3 16	
									Moonshy at Dº ———	7 1 26	
									Head Assistant Sheristadar in the Huzzoor under Guntoor Zillah ———	" 2 18	
										19 2 "	19 5 "
12	Goondemadah Venkatasem of Goondemadah	—	Dº	52 Immacondah Talook	55,41,3 9 5	80	" 2 21	3 2 1.	Sayer Muddutgar at Huzzoor ———	14 6 10	
									English Writer at Dº ———	" 1 "	
									Salt Goomastah at Dº ———	3 " 17	
									Peishcar at Rajahpett Tanah ———	" 1 4	
									Salt Goomastah at Huzzoor ———	5 2 6	
									Sheristah Muddutgar at Huzzoor in Mubrauza Estate ———	" 3 6	
									Salt Head Mootsuddy	1 1 11	
									Huzzoor Sheristah Muddutgar in Vaseereddy Estate ———	" 10 10	
									Land Revenue Sheristah Head Muddutgar ———	" " 13	
										25 2 22	28 4 23

ORIGINAL DESTROYED

1837 — Fort St. George

23rd August 1847

Num.	Name and Place of Birth	Caste	Age	Talook	Amount Collection of all branches of Revenue	Pay	Length of service as Tahsildar in the present Talook	Total length of service as Tahsildar in the Collectorate	Employments previously to appointment as Tahsildar and length of Service in each employment	Total Length of service	Remarks
					CRs. a p	CRs.	CRs. a p				
13.	Singetapoo Hroost=na Row	Bramin	"	Timmercottah Talook	39066 " "	100	" 3 13		Y. m D. Y. m D. Y m D. Hillahadar of Dummaly Talook under 2 4 9 " Darwar Zillah " 7 15 Middutgar of D: D: " 8 12 " 3 11 Sheristadar of Darwar Talook " 8 12 D: of Navabgoondhoo D: 1 4 12 D: of Darwar D: 5 1 15 Jamabneviss in the Head Asstt. Collr. Office " 4 15 Tahsildar of Hanoogullo Talook 1 6 21 Deputy Tahsildar of D: D: " 4 17 12 5 26 12 9 14	He is acting as Rapully Tahsildar.
14.	——	"	"	Dutchapully Talook	" " "	"	" " "		" " —— " " " "		Vacant
15.	Hasunkah of Poorooshottah=patam	Moosul=maun.	"	Chinnaganjam Tanah	266993 1 8	60	" 1 19		" 5 29 —— " —— " " " " 5 29.		
16.	Dontalah Hroost=num setty of Madras	"	"	Nizampatam Tanah	78139 2 10	40	" 3 "		Police Jamabneviss of Pallavarum 2 " " 6 " " English Writer in the Family Pen=sion office Madras 1 1 10 Magistrate Manager in the Collectors office Guntoor 2 1 4 6 1 4 12 1 4		His resignation was accepted with reference to the Board's Proceedings dated 26th April 1847.

Guntoor Collector's Cutcherry
16th August 1847.

(Signed) H. Stokes
Collector

Ordered.

DESTROYED

10938 Fort St. George 23d. August 1847.

Order thereon
(36-37)

Ordered to be Recorded.

Read the following letters.

To
D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(38)
From the Collector
of Guntoor: ——

Sir,

I have the honor to acknowledge the receipt of your circular letter dated 5th Instant, with the Sixth Volume of Thornton's History of the British Empire in India therein mentioned. —

Guntoor, Collector's Cutcherry
16th August 1847. ——

(Signed) H. Stokes
Collector

To
D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(39)
From the Coll.r of
Cuddapah ——

Sir,

I have the honor to acknowledge the receipt of the 6th Volume of Thornton's History of the British Empire in India completing the Set furnished to me for the use of my department. —

Cuddapah Collectors
office 16th August 1847.

(Signed) I. H. Cochrane
Collector

To

10939 Fort St. George 23d. August 1847

To D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(40)
From the Collector
of Salem ——

Sir,

With reference to your letter of the 5th Instant, I have the honor to acknowledge the receipt of the Sixth Volume of Thornton's History of the British Empire in India to complete the Set furnished for the use of my Office. —

Salem Zillah
Cutcherry
Collectors Office
16th August 1847.

/Signed/ W. E. Lockhart
Collector

To D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(41)
From the Asst Collr
of Trichinopoly ——

Sir,

I have the honor to acknowledge the receipt of your Circular Letter of the 5th Instant and also the Sixth Volume of Thornton's History of the British Empire in India which accompanied it. —

Trichinopoly
Collectors Office
16th August 1847.

/Signed/ W. Elliot
Acting Collr

To

To

The Secretary to the

Board of Revenue

Fort St. George

Sir,

(42)

From the Asst. Sub Coll.r in charge of Tanjore

I have the honor to acknowledge the receipt of the Sixth Volume of Thornton's History of the British Empire in India received with your letter of the 5th Instant.—

Tanjore
Tranquebar
16th August 1817.

/Signed/ George Ellis
Acting Sub Coll.r in charge

From the Secy. to the Board of Revenue in the D. of P. W.

(43)

Extract from the Proceedings of the Board of Revenue in the Department of Public Works under dated the 18th August 1817.—

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

Fort St. George enter 5th August 1817

Ordered that the receipt of the Sixth Volume of Thornton's India forwarded with the foregoing proceedings be acknowledged.

/A true Extract/
/Signed/ J. H. Bell
Secy. Bd. of Rev.e D. of P. W.

(38-44)

Order on the 6 abovementioned letters. Ordered to be recorded.—

Read the undermentioned Statements.—

(45)

From the Collector of Guntoor. Abstract Statement of persons charged with offences under Regulation IX of 1822 during the first half of 1817

(46)

From the Collector of Cuddapah. Abstract Statement of persons charged with offences under Regulation IX of 1822 during the first half of 1817.

(45-47)

Order on the 2 abovementioned Statements. Ordered to lie over until the receipt of the Returns from other districts when an abstract of the whole will be prepared and submitted for the orders of Government.—

Read the following letters.—

To

D. White Esqr.
Acting Secretary to the
Board of Revenue
Fort St. George

(48)

From the Coll.r of Cuddapah

Sir,

I have the honor to report on the accompanying Petition No. 775 of 1817 as required in your letter dated 21st June last.—

2.

Petitioner and Curnums of the Village of whom the Petitioner was one of, their having concealed the Cultivation and misappropriated public money collected as

as kists. On the Lands being examined there was no proof of their having omitted to enter in their accounts such as had been collected. It was however clearly proved on enquiry that these Village Officers had misappropriated public money amounting to Pr. A. D. 17l 12 8 and that they had made extra Collections from the Ryots amounting to Rupees 54 6 1 total Rupees 276 8 — Of the total amount Rupees 29 6 7 were proved by the receipts attached to Puttahs and Rupees 59 9 9 by the evidence of witnesses and Rupees 39 1 — on the production of other receipts, to have been either over collected or misappropriated. Documents which the Complainants got possession of from one of the Mofsul curnums and which were proved to have been written by the Mofsul Curnum (the hand writing of all of them appearing therein) clearly shewed that separate accounts were kept exhibiting the several Items received from Ryots and the amount actually carried to the account of Government from which it appeared that Rupees 95 1 8 had been misappropriated the Ryots have deposed solemnly to have paid the sums respectively entered opposite their names. Under the above circumstances the Petitioners were dismissed from Office, the amount they had embezzled being carried to account.

Cuddapah Collectors Office 16th August 1817.

/Signed/ J. H. Cochrane

Resolution thereon

(48-49)

It appears from the Collector's report that the Petitioners were convicted of misappropriating the Collections made by them on account of Government and were in consequence removed from Office. Under these circumstances the Board of Revenue cannot interfere on their behalf.

To D. White Esqr.
Acting Secretary to the Board of Revenue
Fort St. George

(50)

From the Collr of Cuddapah

Sir,

In reply to your Circular Letter of the 7th June last, I have the honor to state that no Estates which have been sold for arrears of Revenue in this District, have been purchased on account of Government since the permanent Settlement.

Cuddapah Collectors Office 16th August 1817.

/Signed/ J. H. Cochrane
Collector.

Ordered to lie on the table.

Order thereon

(50-51)

Read the following Letter.

To D. White Esqr.
Acting Secretary to the Board of Revenue
Fort St. George

(52)

From the Agent to the Governor of Guntoor transmitting a Petition and translation enclosed

Sir,

I have the honor to transmit a Petition and translation from Ameen Saiba soliciting the

from Ameen Sahib solicits the renewal of her husband Yeomiah and the payment of arrears since his departure from Kurnool to the date of his decease.—

Fort St. George 23d August 1817.

the renewal of her husband Gholam Nubbee's Yeomiah, and the payment of the amount which has accumulated since her husbands departure from Kurnool to the date of his decease).—

2 Gholam Nubbee received my permission to go to Mecca and left Kurnool for that purpose in the Month of July 1815. His family have now received intelligence of his demise at Mookalabunder in the Bombay Presidency on the 20th May last, while on his return from Mecca. The letter which brought the news bears the Bombay Post mark and I have no reason to doubt its authenticity.

3. The Yeomiah was granted originally to Gholam Nubbee by the late Nawab he had no regular sunnud, but he produced a takeed from the Nawab dated Moharrum 13th Hyra 1816 (about seventeen years ago) directing the Chouri Bundar to pay him 2 from the Choultry Collections 1/2 a piece a day on every Gunny bag, and 1/2 a piece on each shop; but it appears from the Choultry accounts that a fixed allowance of 30 G Rs (to 21 C Rs 6 was afterwards substituted for these Roos: sums. Gholam Nubbee himself stated that the allowance was granted for reciting "Marsiyehs" but it is not specified in the takeed.

4 The deceased has left a widow and three daughters one of whom is married to Hyder Saib his

+Ameen Saibah.
Soollan Bee.
Fullan Bee
Danda Bee

Fort St. George 23d August 1817.

his nephew, the other two are unmarried besides these persons who depended on him, he was in the habit of making a small Monthly allowance to two Aunts Shah Mah and Rusoolmahbee of whom appear to be in poor circumstances.—

5 Hyder Saib is about 25 years of age and there is no reason why he should not obtain a livelihood for himself, but it will be a very difficult thing for the fine females above mentioned to maintain themselves, as the deceased had no other means besides his Yeomiah, I beg therefore to recommend that half his Yeomiah or — 12 — 8, which will give Rs A Rs A 2 — 8 to each, may be continued in the name of his widow with the understanding that it is for the provision of all five.—

6. With regard to the arrears which amount to a large sum, the petitioner affirms that since her husbands departure they have subsisted in great measure by borrowing on money on the strength of the Yeomiah, and I beg to suggest at the same time that any recommending the payment of the arrears, debts incurred by the deceased, or by his family since his departure, may be first discharged out of them in order to prevent the creditors annoying the females of the family in the

ment

1094.6 For. & St. George 23d August 1817

event of any portion of the Yeomiah being continued to them.—

The form of application for arrears of Pensions &c. prescribed in the Board's letter dated 18th May 1816 is herewith submitted.—

Kurnool 17th July 1817 } /Signed/ S. Scott
Agent to the Governor

No. 1.

After Compliment.—

Ameen Saibah the wife of late Yeomiahdar begs to state that her husband took leave on the 15th July 1815 to go to Mecca and she was informed by a letter that her husband died on the 5th Jamadesanee of this year by Cholera, and in consequence she begs to state that she suffers much for want of expence for Fatheya, and also the pressing demands of creditors, and therefore begs you will be pleased to order the arrears of yeomiah of the deceased for the performance of the above Fatheya.—

She has a Married and 2 unmarried daughters, and also there are two aunts of the deceased, for whose mainte-

1094.7 For. & St. George 23d August 1817

the said Yeomiah. For this act of charity she will ever pray the Company to prospered more and more.—

/True Translation/
/Signed/ S. Scott
Agent to the Governor
at Kurnool.—

Statement

1094 8 Fort St. George 23d August 1817

No. 1 Statement shewing the amount of Arrears due to the Undermentioned Geomiahdar in the District of Kurnool.

Number of Certificate	Names of the Pensioners	Amount of Pensions &c per Annum	Date of Government Authority	Nature of the Grant	Period for which arrears are due:	Total Amount of Arrears	Explanation of the Cause of Suspension of Payment	Remarks of the Board of Revenue	Orders of Government
					Months Days				
1	2	3	4	5	6	7	8	9	10
1	Gholam Nabbee	292 - 8	Granted by the late Nawab in specified Hejira 1216 or A.D. 1830	Not	22 -	20 55238	The Geomiahdar went to Mecca and died on his way back.		

Kurnool 17th July 1817.

/Signed/ S. Scott
Agent to the Governor.

The

10949. Fort St. George 23d August 1847.

Resolution thereon. The Board observe that

(52-53)

the late Agent Mr. Scott should have

obtained the Sanction of Government,

before permitting Ghoolam Sahbee to

proceed to Mecca.

Mr. Phillips is requested

to forward in addition to the Statement

of arrears due to the late incumbent,

which accompanies the foregoing Letter,

an application for the continuance

of a portion of the allowance to his

family, as recommended by the late

Agent in the form prescribed

by the Boards' Circular dated

3d September 1816.

Read.

10950. Fort St. George 23rd August 1847.

Read the following letter

To

D. White Esqre

Acting Secretary to the

Board of Revenue

Fort St. George

(54)

From the Asst. Collr. of Chingleput

Dated 1st August 1847.

Rec'd 5th Do.

Sir

Returning Petitions presented by the owner of a Choultry at Maumundoor near Chingleput and requesting authority to remit the difference of assessment on certain lands allotted to the Choultry between the amount fixed by the zemindar and the survey assessment being 9 Rupees 8-19-- so long as the Choultry is kept in good condition.

Finding it necessary to report to the Board on the subject of the two Petitions herewith returned I have the honor to submit the case for their consideration and orders.

2d Para

The Petitioner is the owner of a choultry at Maumundoor near Chingleput and requests that five Cawnies of land attached to it may be exempted from assessment. His father Iyoobo Chetty obtained a Cowle for this waste land in Fusly 1234 from the then zemindar Appasawmy Moodelly on condition of paying an annual rent of 5/8 Pagoda or Rupees 2-3-- at the favorable rate of 7 annas per Cawney and built a Choultry and small Travellers Bungalow on about one Cawney of land and converted the remainder into a Garden behind the Choultry. The Cowle was confirmed by the last zemindar Vejayagopala Moodelly in Fusly 1250 on the same terms as before but on the reversion of the Mootah to Government in Fusly 1252 an assessment of one Pagoda per Cawney was levied on the land in Fusles 1252 and 1253. In Fusly 1254 a Survey

10951 Fort St. George 23rd August 1847

Survey assessment of 5/8d Pagoda or Rupees 2-3 A P per Cawney was charged on the lands comprising the garden the aggregate amount being Rupees 10-15 A P but it has not been further collected in consequence of the claim preferred by the Petitioner for the continuance of the terms of the zemindar's Cowle

3. This is a grant under Section XV Regulation XXX of 1802 as will be seen by the enclosed translations of the Cowles granted by the late zemindars and although it appears to have been disputed by two of the succeeding zemindars yet it is certain that no more than the rent originally fixed was collected until the Mootah reverted to Government It is further to be observed that the Choultry does not enjoy any other grant of land under the Choultry Rules

4. Under these circumstances I beg to recommend that the rate of assessment specified in the Cowle granted by the zemindar be confirmed, and authority given to remit the difference between the amount thereon fixed and that of the survey assessment Viz. Rupees 8-12 A P solong as the Choultry is kept in good condition

Chingleput District
Collectors Cutcherry
Guindy 21st July 1847

Signed E Maltby
Acting Collector

Translation

10952 Fort St. George 23rd August 1847

No 1

Translation of a Cowle executed by Appasamy Moodeliar zemindar of the Mootah of Maumandoor to Seroopaty Iyaloo Chitty residing at Madras under date the 7th day of Auvany in the year of Tharana or Fusly 1234-

As you have purchased a piece of Punjey land from the Gramuttars of my Mootah Maumundoor for the purpose of building a Charity Choultry and applied to me for a Cowle for the same, I have agreed to accede to your request finding the ground to be situated on the road leading from Madras to Trichinopoly, Madura and Ramaswarum and suited to the proposed Charitable purpose- I accordingly grant you this Cowle for 5 Cawnies of land consisting of 500 Goontahs by the rod of 24 feet and bounded as follows on the east by the River or Channel of Palamuttoor which runs on the east side of the Village, on the West by the Public Road, on the South by the old Maunthope or grove of Mangoe trees, and on the North by the Punjey Sheigal lands The conditions of the Cowle are that you shall build a Choultry and plant a garden and Tope, and pay to me an annual rent of 5/8d Pagoda at the rate of 1/8d Pagoda per Cawney on the 30th day of the Month of

of Vyasy every year you and your heirs are hereby empowered to hold and enjoy the said grant of land in perpetuity continuing the Chasety of the Choultry.

I further permit you to appropriate the above same of 5/8th Pagoda to the Charity in question instead of paying it to me.

Witnesses
Soobraya Moodelly
Mocttoorama Moodelly
Beemanada Moodelly

(Signed) Chappasamy Moodeliar
(True Translation)
(Signed) E. Maltby
Acting Collector

No 2.

Translation of a Cowle executed by Punniel Vejayagopala Moodeliar zemindar of the Maumdoor Mootah to Choekalinga Chitty son of Veerapatty Iyaloo Chitty residing at Madras under date the 11th Vyasy of the year Eswary or July 1250

Whereas your father Iyaloo Chitty purchased a piece of Punjey waste land from the Gramuttars of Maumundoor for building a Choultry and applied to the late zemindar of Cattangolum Appasamy Moodeliar for a free Grant for the same and whereas the said zemindar found the land to be situated on the road leading from Madras to Trichinopoly Madura and Ramaisswaram and well suited to the intended purpose and granted a Cowle for 5 Cawnies of Punjey waste land (

with the Road of 24 feet) bounded on the west by the Road on the North by the Punjey sheegal bound on the east by the River Channel of Palamuttoor and on the South by the old Tope of Maungoe trees on condition that he (your father) should build a Choultry and plant a garden and Tope thereon paying an annual rent of 5/8th Pagoda per annum at the rate of 1/8th Pagoda per Cawney which sum was appropriated to the Charity, and that he and his heirs should hold and enjoy the grant in perpetuity, and while he was accordingly enjoying the grant Namasevaya Moodeliar the son of Appasamy Moodeliar directed his Goomastah and the Village Curnum to Charge the land in question at the rate of one Pagoda per Cawney which was accordingly Charged in the account but not collected either on that occasion or during the subsequent zemindarship of Cundappa Moodely and whereas the same objection had been made since I became zemindar I have with a view to settle the matter in the current July ascertained from the Gramuttars and Curnum that a Cowle was granted by the late zemindar Appasamy Moodeliar at the rate of 1/8th Pagoda per Cawney but that in consequence of some misunderstanding between the said Namasevaya Moodeliar and Iyaloo Chitty the rent was increased by verbal order, but nothing was collected either or during the time of the succeeding zemindar

10955 Fort St George 23rd August 1847

yemindar Cundapa Moodely considering therefore that the terms of the Cowle granted by Appasamy Moodeliar has been in force, I permit you and your heirs to enjoy the said grant of 5 Cawnies in perpetuity paying an annual rent of 5/8th Pagoda to the yemindar at the rate of 1/8 Pagoda per Cawney and continuing to perform the Charity ingnestion- I have thus voluntarily executed this Charity Grant

(Signed) Punnel Vejayagopala Moodeliar

Witnesses

(Signed) M Vydy Moodely
" Soobroya Moodely
" Tynatta Moodely
" T Sabbapaty
" V Aroonachella Moodely
" Soondara Moodely
" Yamatta Moodely
" S Moorooguppa Moodely
" Soobaroya Pillay Curnum of Maumundoor.

(True Translation)
(Signed) E. Maltby
Acting Collector

54-55

Proceedings thereon. Para 1.

From the letter above recorded and the papers accompanying it will be seen that in Fusly 1234 Petitioners father Iyelos Chetty obtained a Cowle from the then Yemindar for 5 Cawnies of waste

Submitting a report of the Acting Collector of Chingleput on certain Petitions addressed to the Board and Government by T. Cockalum Pugum of Madras

10956 Fort St George 23rd August 1847

Recommending that the rate of assessment be confirmed as fixed by the former yemindar on the land appropriated by Petitioners father for the erection of a Choultry and small Bungalow and that the difference between that rate and the survey assessment thereafter be remitted on the condition that the Building is kept in good condition for public accommodation

waste land situated in Maumundoor near Chingleput under the authority vested in the latter by Section XV Regulation XXX of 1802 on condition of paying an annual rent of 5/8 Pagoda or Rupees 2 3 - at the rate of 1/8 Pagoda or 7 annas per Cawney; and that one Cawny of the above extent of land was appropriated for the erection of a Choultry and a small Travellers Bungalow, the remainder being converted into a Garden behind the Choultry. On the reversion of the Moottah to Government in fusly 1252 an assessment of one Pagoda per Cawny was levied in that and the ensuing fusly- In the year following (1254) however, a survey assessment of 7/8 Pagoda or Rupees 2-3a-0p per Cawny was charged on the 5 lands comprising the Garden, the aggregate amount of Teerwah being Rupees 10-15a-0p which has not been hitherto collected in consequence of the claim preferred by Petitioner for the continuance of the terms of the Yemindars Cowle-

Mr Maltby adds that

2.

although the grant appears to have been disputed by two of the succeeding

Yemindars

Zemindars yet no more than the rent originally fixed was Collected until the reversion of the Estate to Government, and that the Choultry enjoys no other grant under the Choultry Rules. He suggests therefore that the rate of assessment specified in the Cowle be confirmed and authority given to remit the difference between the amount therein fixed and that of the Survey assessment

3. Under the foregoing circumstances the Board beg to recommend that the Collector be authorized to confirm the rate of assessment fixed by the Zemindar and to remit the difference Viz.t Rupees 8-12-0 on the understanding that the Building is kept in good condition for the accommodation of the Public and brought under the provisions of Regulation VII of 1817.

I.O.

To D. White Esqre.
Acting Secretary to the
Court of Wards
Fort St. George.

56

From the Acting Coll.r of Chingleput — Reporting that the Minor Proprietors of Paudy Mootah attained their Majority and recommending that the arrears against the Estate Amounting to Rupees 21721-10-7 be remitted. and the resignation of the Mootah accepted.—

Sir,

I have the honor to address you on the subject of the Paudy Mootah which was taken under the Management of the Court of Wards in Fusly 1240/1830/ during the Minority of Mooddoo Soobramanea Moodely and Ponnumbala Moodely Sons of the late Zemindar Vadachella Moodely under the correspondence noted in the Margin.

To Board	23d December 1830
From Do.	27th Do. — do.
From Do.	12th May — 1831.
To — Do.	20th Do. — do.
To — Do.	2d September do.
From Do.	22d Do. — do.

2. The unproductive State of this Mootah has been brought to the Notice of the Board on former occasions, when the Collector pointed out that large arrears had accrued from the Beriz being so high as to leave no profit even in good seasons and from the Zemindar having neglected the repair of the works of irrigation in consequence of which the lands always of an inferior value had become still less productive

To Board	15th March 1836
To Do.	11th June — "
To Do.	2d March 1838.
To Do.	13th July — 1838.

The

Fort St. George 23d August 1847.-

The Collector therefore requested sanction for striking
To Board 26th March 1838. off the arrears then amounting to Rupees
as £
12153-1-1 as their recovery was hopeless
but the Board decided that the Balances should
From Board 29th March 1838 be kept in account until the expiration of
the Minority when the affairs of the Mootah
could be finally adjusted.-

3. In accordance with these instructions I called the Sons of Vadachella Moodely before me on their attaining their full age and enquired whether they were prepared to discharge the arrears now due and assume the Management of the Mootah, but they represented their inability to pay the Balance and expressed a hope that they might be permitted to resign the Mootah to Government and be exempted from demand for the arrears which have accrued during their Minority in consequence of the Peiz being disproportionally high.-

4. Under these circumstances
Enclosure A I enclose a Statement shewing the result of the Management of the Mootah during the time it has been under Circar Management a period of 16 years and it will be observed that although the Collections

have

Fort St. George 23d August 1847.-

have latterly improved they have been always unequal to discharging the Peishcush and that the arrears against the Mootah at present amount to Rupees 21721-10-7 The sum annually due to Government on account of Peishcush is Rupees 2076-1-10 and the Collectors after deducting establishments and Maramut Charges have only furnished an average of Rupees 718-8-2 to meet this demand.-

5. On enquiry into the state of the Mootah I find that difficulty was experienced in collecting the Peishcush in the time of the late incumbent Vadachella Moodely, and that it was repeatedly necessary to place the Mootah under attachment. His Sons state that their father purchased the Mootah to give him local influence and assistance in conducting the festivals of the Paudy Daverstanam of which he was hereditary Superintendent, and that the purchase involved him in difficulty and loss. It further appears from the Records that while the Mootah was under the Court of Wards an application for maintenance was made on behalf of the Widows and family

of

of Vadachella Moodely but was refused
in consequence of the proceeds of the Estate
not being sufficient to discharge the
Peishcush.-

6. The Mootah consists of
three Villages Paudy, Poottoor and Nolum-
boor in all of which the land is sandy
and of inferior quality- Nolumboor has
a channel which flows during the rainy
Months and the Villages have some small
Tanks or Pongals but these means of
irrigation benefit only a portion of
the Nunjah land and the remainder is
Manavary or dependant on the falling
rain. It is also to be remarked that the
Cultivation of the latter description of land
has fallen off in consequence of many of the
Paykarries leaving the Mootah during
the unfavorable seasons which have
visited the district in recent years and
were most felt in those Villages where
the means of irrigation are limited.-

7. As an additional
proof that the Mootah is over assessed
I beg to point out that the 3 Villages of
which it is composed belonged
formerly

formerly to the Parteput Estate and were
purchased in 1808 by one Sooria Naraina
Chetty who applied for the Subdivision to
be registered separately in his own
name. The Collector Mr. Cazalet accord-
5th August 1808. ingly addressed the Board on the Subject
stating that the Beriz would amount
according to his accounts to Pagodas 595
but as these Villages were very unproductive
he recommended that the Peishcush
should be fixed at Pagodas 430 the re-
mainder (Pagodas 165) which consisted of
Commuted Summah Meerahs being added
to the Beriz of the Parteput or prin-
cipal division. The Regulations then for-
bade the division of Zemindaries unless
the Beriz of each division amounted to
Pagodas 500, and the Board could not therefore
sanction Mr. Cazalet's proposal as a permanent
measure, but they directed that Sooreya Narraina
Chetty should pay annually Pagodas 430 through
the Zemindar on account of his Villages until he
should be able to purchase one or more
Contiguous Villages and thus render the
Sub division conformable to law- Sooreya
Narraina

Narraina Chetty held the Villages on these terms till 1816 when they passed by sale into other hands, the promulgation of Regulation I of 1819 afterwards removed the legal diffi=culty against the sub division and it appears that in 1820 the Mootah was separately re=gistered without further reference to the Board in the name of the then proprietor V. Sawmy Reddy at the full Beriz of Pagodas 595 or Rupees 2082-8-0 which has remained in force to the present time.-

8- The records further shew that in 1836. the Board directed enquiries to be made whether the relations of the family would take charge of the Mootah during the Minority of Vadachella Moodly's sons in the hope, that the result=would prove more satisfactory than that of the Circar Management but the family declined assuming the responsibility.-

Letter to Board 1st June 1836-

9. Under these circum=stances I am induced to bring the petition of the sons of Vadachella Moodely who have now attained=their Majority to the favorable con=sideration of the Board, and to=recommend that the Arrears=amounting to Rupees 21721-10-7 as per

which have accumulated against the Estate under Circar Manage=ment in consequence of an excessive Peishcush be remitted and the resigna=tion of the Mootah accepted, in which case it may be anticipated that the state of the Villages will improve when a fixed Money Assessment is introduced as in the Government Villages.-

10. I beg to state that my Treasury contains a deposit of Rupees 712-12-11 being the surplus profits of these persons half share in the Throtreem Village of Condoor which has also been under Circar=Management during their Minority. Should the Board deem proper this sum will be applied to liquidating a portion of the Balance against the Mootah, and if this course is adopted

½ of Surplus profit of Throtreem		Rs. 837-14-3
Deduct amount applied to liquidating balance due on the Mootah before Vadachella Moodly's death		125-1-4
Balance		712-12-11

10965 Fort St. George 23d. August 1847.-

adopted the arrears for which sanction is necessary will be Rupees 21008 - 13 - 8 as ℔

separate report regarding the Shro=triem Village will be submitted.-

11- It is proper to add that an Urzee has been addressed to me by Annasawmy Moodely brother of the deceased Mootadar, assenting a right to the Mootah, and requesting that if it is sold for the Government arrears any residue which remains after paying them may be made over to him=

Annasawmy Moodely declines to a=ssume the Mootah himself and pay the arrears and his application has been apparently made to sup=port his claim to the Shrotriem=

Village of Pondoor now under report He has never possessed any por=tion of the Mootah nor is he registered as part proprietor and as it is manifest that the sale of the Mootah could not discharge the heavy Government arrear his application

10966. Fort St. George 23d. August 1847.-

offers no valid bar to accepting the resignation of the Mootah on the part of the sons and heirs of the late registered proprietor=

Chinglepat District
Collector's Circuit Cutcherry
Gueindy 29th July 1847.

(Signed) E. Maltby.
Acting Collector.

Statement-

10967 Fort St. George

23d. August 1847.

Statement Shewing the Produce Collection Charges and Surplus Balance against the Minor Estate of Poudy

From Fasly 1240 to 1255 Zillah Chingleput

Fasleis	Permanent Beriz	Actual Produce	Collection Sibbendy	Charges Monamut or Tank repairs	Amount carried to the credit to Government Peishcush	Balance deducting Col. 4 from Col. 3	Remaining Balance of Peishcush deducting Col. 7 from Col 2.	Remarks.
1	2	3	4	5	6	7	8	9	10
	Rs. a ф	Rs. a ф	Rs. a ф	Rs. a ф	Rs. a ф	Rs. a ф	Rs. a ф	Rs. a ф	
1240	2,076 1 10	617 10 3	613 5 3	159 4 "	" " "	2076 1 10	4 5 "	" " "	The Statement appears in the present form because the sums realized during the Management of the Mootah were applied in accordance with former usage to liquidate the old arrears until the Board directed that the Collections made in each year should be credited on account of the Peishcush of the Current Fasly. -
1241	2,076 1 10	886 1 1	885 6 11	209 13 1	15 " "	2076 1 10	" 10 2	" " "	
1242	2,076 1 10	250 54	250 54	218 12 "	18. 7 6	2076 1 10	" " "	" " "	
1243	2,076 1 10	715 " "	715 " "	366 8 "	" " "	2076 1 10	" " "	" " "	
1244	2,076 1 10	897 47	897 47	116 " "	" " "	552 6 6	" " "	1523 11 4	
1245	2,076 1 10	747 72	747 72	187 51	534 7 10	" " "	" " "	2076 1 10	
1246	2,076 1 10	904 1 10	904 1 10	109 3 5	580 58	" " "	" " "	2076 1 10	
1247	2,076 1 10	687 6 5	687 6 5	90 12 "	11 12 9	" " "	" " "	2076 1 10	
1248	2,076 1 10	968 14 "	968 14 "	107 " "	" " "	" " "	" " "	2076 1 10	
1249	2,076 1 10	1,353 15 10	1,353 15 10	98 12 "	" " "	" " "	" " "	2076 1 10	
1250	2,076 1 10	1,066 4 "	1,066 4 "	82 4 "	" " "	" " "	" " "	2076 1 10	
1251	2,076 1 10	1,068 11 7	1,068 11 7	107 4 "	" " "	" " "	" " "	2076 1 10	
1252	2,076 1 10	1,006 4 9	1,006 4 9	90 8 "	" " "	" " "	" " "	1934 15 10	
1253	2,076 1 10	1,052 7 6	1,052 7 6	111 12 1	" " "	141 2 "	" " "	1002 11 3	In this year the high price at which the Mailwaram grain was sold made the result more favorable. -
1254	2,076 1 10	1,172 27	1,172 27	102 7 11	" " "	1,073 67	" " "	651 5 6	
1255	2,076 1 10	1,523 124	1,523 124	99 " "	" " "	1,424 124	" " "		
Total	33,217 134	14,917 133	14,912 141	2,256 97	1,160 19	1,149 62 9	4 15 2	21,721 10 7	

Profits of the Shroffeem of Pondoor due to the Sons of the Zemendar of Poudy and now in deposit 712 12 11

Balance against the Mootah deducting above 2,008 13 8

Guindy 29th July 1847 E. E. P. / signed / E. Maltby Acting Collector

Chingleput District Collector's Circuit Cutcherry

Proceedings

Proceedings thereon-

56-57

Previous to bringing the Subject of the foregoing letter to the notice of Government the Board request the Collector to ascertain and report whether the heirs who have now attained their Majority are still willing to relinquish their Mootah in the event of the arrears which have accumulated during their Minority when the Estate was under Government Management being remitted-

In reference to the explanation contained in the Collector's letter dated 13th July 1838 regarding the deterioration of the Mootah the Board observe that it is scarcely sufficient to account for so large a falling off in the revenue as has actually occurred and they will be glad to receive any further information on this point which Mr. Freese may be able to afford-

In Cons 26th July 1838-

To

To

D. White Esqre

Acting Secretary to the
Board of Revenue
Fort St. George

Sir,

58

From the Acting Coll. of Chingleput

Reporting on the Shrotriem Village of Pondoor and requesting instructions regarding its Registery and the disposal of the Surplus profits

2 Paras

In reference to the two concluding Paras of my letter to the Board of Revenue dated the 29th Instant I have the honor to submit the following report regarding the Shrotriem Village of Pondoor on the Manimungalam Taluk-

2 This Village formed part of the estate of Vadachella Moodely late Zemindar of Pandy and on his death in 1838 his brother Innavauny Moodely claimed to be placed in sole enjoyment of it in exclusion of Vadachella Moodelly's sons who were then under age- This claim was resisted by the widow and as it could not be immediately adjusted, the Village was taken under the Collector's Management on her application during the Minority of her Sons-

3 The enquiries now made by me show that the tenure upon which this Shrotriem is held has not undergone the same scrutiny as has been recently bestowed upon other similar grants in consequence apparently of the Minority of the sons of the last incumbent and the Village having been under Circar Management for many years past- It is therefore my

my duty to submit two points for the consideration and orders of the Board, the first relates to the continuance or resumption of the Shrotriem, — and the second to the contending claims advanced to its enjoyment by the sons and brother of Vadachella Moodely the last registered incumbent.

4. The period at which the Shotriem was given and the terms of the grant are not known inconsequence of the Purwanah having been for= merly lost and the records supplying no in= formation on these points. In Barnard's Jamabady account prepared in the year 1792 the Village is entered simply as the Shrotriem of Andeapah Moodely — A Jaury Sunnud was afterwards — given by Mr Collector Balfour on 30th April 1791. to Mootoo Moodely brother of the abovementioned Andeappah Moodely — In a Register of Shrotriem Villages prepared in 1809 the Village is described as being then in the possession of Ramakistna — Moodely and Vadachella Moodelly, son and grand Nephew of the Original grantee, and an annexed remark states that the Shrotriem was — granted to Andeappa Moodely by the Nabob Mahomed Ally Khan, alias Wallajah. In the year 1813 another Jaury Sunnud was issued in the sole name of Vadachella Moodely in con= sequence apparently of Ramakistna Moodelly having died without heirs — In 1815 the Village was entered in a Register sent to the Board by Mr Sullivan in the Names of the same —

†Enclosure A

Enclosure B.

*Enclosure C.

*Enclosure D

Moodely one of the parties whose claims are now — under discussion —

5. To render the above details more clear a

*Enclosure E. Genealogical Table of Andeapah Moodely's family is enclosed, which shews that none of his immediate — descendants are alive and that the Shrotriem has been latterly enjoyed by a Collateral branch of the family — I have already observed that the absence of the Purwanah prevents its being known when and for what Services the Shrotriem was granted, and whether the grant was perpetual or for a — limited number of lives — The only information which Annasawmy Moodely the present head of the family, can give on these points is that he has heard Andeappah Moodely was a Dubash under Governor Smith and the Nabob Wallajah — It seems therefore questionable whether on the failure of Andeapah Moodely's issue the Collector was authorized to register the Shrotriem in the family of his brother without special sanc= tion, and whether their right to hold the Village in perpetuity should be now acknowledged —

6. I now proceed to the second point, the re= spective claims of the sons and brother of Vadachella Moodelly in the event of the Shrotriem being continued either on perpetual tenure or for their natural lives —

7. The right of Annasawmy Moodely as brother of the last incumbent to enjoy half the Shrotriem is not denied by the sons of the deceased Vada= chella Moodelly but they dispute the claim advanced by

by him to hold the entire Village during his life. It may be here observed that as Vadachella Moodely for some time had no family he adopted Mootoo Soobramanea Moodely a son of his brother Annasawmy Moodely. A son named Ponnumbala Moodely was afterwards born to him and both these Sons now join in opposing Annasawmy Moodely's claim to hold the entire Shrotriem

8. This claim was first brought forward on Vadachella Moodely's death in 1830 when Annasawmy Moodely alledged that as his brother had held the entire Village during his life without giving him the share to which he was entitled he had a right to hold it in his turn. Much litigation had taken place in the Supreme Court between these two brothers, and Annasawmy Moodely to support his claim produced a decree of the Court which stated generally that the family property had not been divided, and that the Master of the Court was therefore to enquire into its extent, and see that Annasawmy Moodely received the portion due to him. To this representation the sons of Vadachella Moodly reply that Annasawmy Moodely's claims have been settled by much of the family property at Madras being delivered to him under the Courts orders and it appears unnecessary to dwell longer on this point.

9. But in pursuance of his claim Annasawmy Moodely has now produced an agreement

agreement alledged to have been executed to him by his brother Vadachella Moodely on the 6th May 1829. This Document is forwarded for the Boards inspection together with a translation of its contents according to which Vadachella Moodely acknowledged that as he held the Shrotriem during his life Annasawmy Moodely was entitled to do so after him — and that on Annasawmy Moodely's death the Shrotriem was then to be devided equally between their Children.

* Enclosure Ltr &

10. The execution of this document is denied by Vadachella Moodly's sons, nor has it been satisfactorily proved — common prudence would have suggested that such an agreement should have been made known to the public Authorities at the time of its execution, but no intimation of it was ever given in Vadachella Moodely's life time nor was it produced on his death in 1830 when Annasawmy Moodely first claimed the Shrotriem. It is only now after the lapse of many years that the document has been brought forward and Annasawmy Moodely is unable to give satisfactory explanation of this delay. It is further to be observed that of the two witnesses to the document the only one now alive is a dependent of Annasawmy Moodely and on comparing the document with the signature of Vadachella Moodely as found in the public records the writing does not appear to correspond.

11. For the above reasons I am of opinion that

10974 Fort St George 23d August 1847

To the Secretary to the Board of Revenue

Sir

I have the honor to request that the accounts and vouchers detailed in the accompanying statement may be transmitted to this office for adjustment.

2. The only remaining papers required to complete the Records of the Board of Revenue regarding the Resumed Inam Lands of the Pondoor Zemindary are the Proceedings of the Board of Revenue in the Resumed Inam Lands of the Pondoor Zemindary

3. I have the honor to be Sir Your most obedient Servant

(Signed) E. Maltby
Acting Collector

A.

To The Secretary to the Board of Revenue

Sir

I have the honor to forward herewith a Statement of Accounts and Vouchers detailed in the accompanying Statement, which I request may be transmitted to this office for adjustment.

2. I have also to request that the Proceedings of the Board of Revenue regarding the Resumed Inam Lands of the Pondoor Zemindary may be transmitted to this office.

3. I have the honor to be Sir Your most obedient Servant

(Signed) E. Maltby
Acting Collector

Collectorate Office
Fort St George 23d August 1847

B. Extract from a Register prepared in 1809—

Denomination of the Grant or Summud	Names of the original Grantee or Grantee	Names of the present possessors with the relation they bear to the original Grantee	Dates of the Summuds	Names of the Villages Comprehended in the Grants	Extent of the land in Coawnies	Names of the Punganahs in which the lands are situated	Remarks
Original Peroanah lost Summud from Mr Balfour	Mahomed Ally Cawn to Indeapah Moodelly	Ramakrishna Moodely and Vadachella Moodely Son and Nephew of the original Grantee	30th April 1791	Pondoor	———	Chingleput	Not entered in the list of Villages sent by this Board

True Extract
(Signed) E. Maltby
Acting Collector

10976 Fort St. George 23d. August 1817

C

To

Maumbalum Rungusspa Naidoo

Zemindar of Streeperumatoor

An application having been
made to me by Vadachella Moodely, a
grandson of Mootloo Moodely the Shrotriem
dar of Tonthoor, situated in the Stree
perumatoor Estate, requesting in conse
quence of the said Mootloo Moodely's death
that a Jaury Summud may be issued
in his Name, this is accordingly to direct
that you will receive from him yearly the
Shrotriem Kist of the Village according
to Kistbundy—

Carangooly
16th October 1813

/Signed/ H. R. M.Donell

/True Translation/

/Signed/ E. Maltby

Acting Collr

10977

D. Extract from Mr Sullivans Register

Fort St. George 23d August 1817

dated 28th June 1813—

Hereditary Coby of Annual

By whom Date of for during the Grant Name of the

Or Hereditary the Pendant Register for grade

Villages granted and the Grant Life of the Register Villages

The Local Nature of the Collrs Nature of the Collrs

Language Confirmed Village which the Village is assigned Officers

Tonthoor Hereditary ... 109 25/8 ... The Servants

Moodely and Confirmed ... for the Kistbundy

Vadachella Moodely ... 208 11/2 ... Mr. Balfour

Annaswamy Collector

10979

Fort St George 23d August 1847.

F & G.

Translation of an Agreement executed by Pandy Vadarchella Moodelliar of Streepermatoor to his younger brother Streepermatoor Annasamy Moodelliar of Madras dated 6th May 1829.—

Whereas our Grandfather Moottoo Swoodeliar died in your infancy appointing me as one of his Executors, and whereas in consequence of the Property assigned to your share not having been regularly made over to you You have Commenced an action against me and other Executors in the Supreme Court and whereas the said Court had for the property to you, I hereby declare that on the death of our ancestor he made over to me, as the Eldest son and Executor all the properties which he has possessed both in Madras and in the interior such as Houses Gardens, Merasy shares, ready cash, Bonds, and Title Deeds— I have since erected the undermentioned houses viz— namely one house in Davaraja Moodeliar's Street at Peddoo Naiks Pettah and a flower Garden in the same Street, one in Goondoo Pillays Street and one at Vydenada Moodeliar's Street— a hackery Godown in Sayaluttoo Gedumgoo Venkeahs Street— I have bought a Zemendary and Grama Merasy and laid out part of the money on loans and other cash transactions— These should

10978

Fort St George 23rd August 1847.

E. Genealogical Table

10980

Fort St. George 23d August 1847

should be valued and after recovering the Bonds and Debts you are to take from it your own half share and the other half which is due to me is also to be taken by you on account of what was due to you formerly, besides the above if you discover any other property as having been misappropriated by me you are to recover and hold it as you have hitherto superintended the affairs of the Charities established by your Ancestor you will continue to enjoy the Company Securities, Gardens, Choultries &c allotted for their support and to which neither I nor my heirs have any claim whatever.

With respect to the Shrotriem of Pondoor granted to our ancestors and which has been Registered jointly in our names I will continue to enjoy its profits as hitherto without giving any share to you and after my death you are to enjoy the Shrotriem in your turn on your demise it is to be enjoyed by our heirs jointly on account of their maintenance.

Thus I have executed this agreement with my free will and consent.

Witnesses

A Singara charriar (Signed) P. Vadachella Moodely

(Signd) P. Veroona Moodely.

(True translation)

(Signed) Co. Mattby

Acting Collector

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

10981

Fort St. George 23d August 1847

To

The Chief Secretary to

Government

Sir,

58-59

To the Chief Secy to Govt

Submitting a report from the acting Collector of Chingleput on the Shrotriem Village of Pondoor in the Manamungalum Taluk and on the absence of legitimate title on the parts of the several claimants thereto, recommending the resumption of the Shrotriem on account of Government the payment of Rupees 837-14-3 to Amasawmy Moodelly as his half share of the surplus profits of the Village and the payment of the resta after deducting the amount due by their late Father on account of the Pandy Mootah to the two sons of Vadachella Moodelly

30th Aug 1847 Govt 25th Oct 1847

Para 1. I am directed by the Court of Wards to submit for the orders of the Most Noble the Governor in Council the accompanying letter from the Acting Collector of Chingleput reporting on the Shrotriem Village of Pondoor in the Manamungalum Taluk of his District.

2. The Village of Pondoor formed part of the Estate of the late Zemindar of Vandy Mootah Vadachella Moodelly who died in 1830 leaving two sons, minors. On his death his brother Annasawmy Moodelly having claimed to be placed in sole enjoyment of the Village the claim was resisted by the widow of the deceased, and the property placed under the Collector's management during the minority of her sons. The terms upon which this Shrotriem was held have not been stated to undergone the same scrutiny that has been recently bestowed upon similar grants, in consequence apparently of the minority of the sons of the last incumbent and of the Village having been under the Collector's management. The Acting Collector therefore submits

submits two points for consideration. The
1st relates to the continuance or resumption
of the Shrotriem and the 2nd to the conflict-
ing claims to its enjoyment advanced by the
sons and brother of the late Shrotriemdar.

3. In Para 4 of the report it will be
seen that the period at which the Shro-
triem was granted, and the terms on which
it was held are not known, and that the
only information the Records afford is as
follows. In Bernards Sanad dated
of 1772 the Village is entered simply as the
Shrotriem of Andeappa Moodelly. In 1791 a
Sanad was granted by Mr. Collector
Balfour to Mootoo Moodelly the brother of
the abovementioned Andeappa Moodelly. In
a register of Shrotriem Villages prepared in
1809 the Village is described as being in
the profession of Ramakistna Moodelly
and Vadachella Moodelly son and grand
nephew to the original grantee with a
remark that it was granted by the Nabob
Wallajah. In 1813 another Sanad
was issued exclusively in the name of
Vadachella Moodelly in consequence, appa-
rently of Ramakistna Moodelly having
died without issue, and in 1815 the Village
was

Enc. A

B

C

Enc. D

E

was entered in a Register forwarded to the
Board in the names of Vadachella Moodelly
and his brother Annasawmy Moodelly one
of the parties whose claims are now
under consideration.

4. From the Genealogical Table
submitted by the Collector it is apparent
that none of the immediate descendants
of Andeappa Moodelly the original grantee
are alive and that the Shrotriem has been
latterly in the enjoyment of a collateral
branch of the family. It seems question-
able therefore whether the Collector was
right in registering the Shrotriem in the names of Va-
dachella Moodelly and his brother as
the sons of Ramakistna Moodelly
without issue and whether their right
to hold the Village in perpetuity should
now be acknowledged.

5. The 2nd point for consideration
is the claims of the respective parties.
The right of Annasawmy Moodelly to
enjoy half the Shrotriem is not denied
by the sons of Vadachella Moodelly,
but they dispute his claim to the entire
Village. This was first agitated on
Vadachella

10984. Fort St George 23rd August 1847.

Vadachella Moodelly's death in 1830 when
Annasawmy Moodelly to support his
title produced a Decree of the Supreme
Court which stated generally that the
family property had not been divided
and that he should receive the portion
due to him. This representation is not
by the sons of Vadachella Moodelly as
who state that these Lands have
been satisfied by much of the family
property at Madras having been made
over to him under the Courts orders.
Annasawmy Moodelly now produces an
agreement alleged to have been exe-
cuted to him by his deceased brother
on the 6th May 1829 making over the
Shrotriem to him and directing its e-
qual division between their children
after his death. Independent of the
denial of Vadachella Moodelly's sons
as to the execution of this paper
Mr Maltby states that no intimation
of its existance was ever made to the
public authorities either before or after
the death of Vadachella Moodelly in 1830,
and that it is only after a lapse of
many years that it is brought forward

and

10985. Fort St George 23rd August 1847

and Annasawmy Moodelly is unable
to give any satisfactory explanation of
this delay. Mr Maltby further observes
that only one of the two subscribing Wit-
nesses a dependant of Annasawmy
Moodelly is alive, and that on com-
paring the document with the sig-
nature of Vadachella Moodelly as
found in the public records, the
writing does not appear to correspond.

Under these circumstances the Court of Wards con-
sider with the Acting Collector
in opinion that the document marked F is
not deserving of credit and in
the absence of any legitimate title
on the part of the claimants
they would beg to recommend
that the Shrotriem be resumed on

10984 Translation G

10986 Fort St. George 23d August 1847

Read a

Half share to Annasawmy Moodelly 837 14 3 on account of
Do to the sons of
Vadachella Moodelly } 837 14 3 Government Land
Deduct on account of
the Pandy Mootah } 125 1 4 that the amount

712 12 11 of Rupees 837 14
Balance payable — 1550 11 2 be paid to

Annasawmy Moodelly as his
half share of the surplus
profits of the Village and
that Rupees 712 12 11 being the
residue of their share after
deducting Rs 125 1 4 the amount
due by their late father on ac-
=count of the Pandy Mootahs, be
paid to the sons of Vadachella
Moodelly —

Revenue Board Office
Fort St. George
23d August 1847

/Signed/ D. White
Acting Secretary

10987 Fort St. George 23d August 1847

Read the following letter —

To

D. White Esqre

Acting Secretary to the
Board of Revenue
Fort St. George

(60)

From A. Freese Esqre
Collector of Singleput —

Sir,

I have the honor to transmit and Advertisement for the sale of certain Mootahs on account of Arrears of Revenue due for Fasly 1256 and request you will cause it to be published in your Office. —

Singleput District —
Collrs Cutcherry, —
Pullecarney 18th Augt 1847

/Signed/ A. Freese
Collector

Advertisement. —

10988. Fort St.e George 23.d August 1847.—

Advertisement

1. Notice is hereby given that unless the arrears of Revenue outstanding against the undermentioned Mootahs under attachment in the Zillah of Chingleput shall have been liquidated on or before the 30.th September 1847 the sale of these Mootahs will ~~be commenced on the 4th Oct.r next~~ take place on the 13.th Oct.r next at 12 o'clock

13	Prayemecopyum	1	311 15 5	174 7 5	10 10 10	9 5 11	194 8 2
14	Seroonanoor	2	308 9 3	281 14 1	13 6 1	10 11 5	305 15 7
15	Agharum	2	565 15 5	190 5 11	9 11 9	14 11 7	214 12 3
16	Vyloor	2	1085 5 1	827 12 2	37 " 10	28 1 9	892 14 9
17	Cottayoor	1	840 3 3	528 3 5	18 2 5	21 6 8	567 12 6
18	Mambalum	4	2233 4 7	379 12 10	41 12 10	8 7 5	430 1 1
19	Vullum	2	1140 3 8	184 4 6	27 3 4	6 7 2	217 15 "
20	Vacauttoor	5	2992 5 7	2080 5 "	95 " 9	20 2 6	2195 8 3
21	Thuttamunjey	3	2028 12 9	567 12 9	24 " 5	11 11 1	603 8 3
22	Geredarapoorum	2	423 2 1	65 10 1	4 9 3	2 3 9	72 7 1
23	Vaputtoor	2	367 12 9	128 12 9	5 3 6	2 " 3	136 " 6
24	Chuttoocandoo	4	1088 11 4	252 2 7	21 2 1	6 5 1	279 9 9
25	Chuttray	1	1197 2 1	154 2 1	17 8 6	4 13 4	176 7 11
26	Seroocolattoor	1	44 1 5	10 1 5	" 11 11	2 " 3	12 13 7
27	Noolumbul	1	245 15 8	47 15 8	3 " 1	2 13 2	53 12 11
28	Vacheneauranej	1	157 10 2	49 " "	2 13 4	3 3 7	55 " 11
29	Salayanoor	1	159 10 "	39 10 "	2 10 5	2 " 3	44 4 8
	Total	60	28,606 14 8	13,308 9 2	730 11 10	484 11 "	14,524 " "

Terms:

10989 Fort St. George 23d August 1847 —

Terms of Sale —

2. Persons desirous of becoming purchasers may depute authorized Agents or Vakeels for that purpose, and all purchases made by such authorized Vakeels shall be held to be valid in the same manner as if the purchases had been made by their principals. —

3. But it is required that such authorized Vakeels shall state at the time of purchase the name of their Constituents on behalf of whom such purchase may be made —

4. The intention of the condition being to prevent fraudulent collusion, notice is further given that in the event of any Purchase being made under a fictitious name the deposit Money made on account of such purchase will be liable to be forfeited to the Government and the Estate to be resold. —

5. A Sunnud-I Milkeat Estumerar or Deed of permanent rights has been lodged at the Cutcherry of the Collector and at the Office of the Board of Revenue describing the obligation to be incurred and the rights to be obtained by purchase of land under this advertisement. All persons are therefore referred to that instrument for particular explanation —

6. The purchasers of Estates will not be put in possession till the sale has been sanctioned by the Board of Revenue, but in the meantime 15 per Cent of the purchase money will be required to be deposited immediately, and security given for the payment of the remainder on the receipt of the Board's sanction, or within one Month from the day of sale, in default whereof, the deposit Money will be forfeited and the Estates will be re-sold at the risk of the first purchaser. —

7. In case of the sale not being sanctioned by the Board of Revenue the deposit Money will be returned and the person depositing it released from all responsibility with regard to the Estate or Estates. —

8. For further particulars enquire at the Office of the Board of Revenue or at the Collectors Cutcherry between 10 and 5 O'Clock except on Sunday. —

Chingleput District, ----
Collectors Cutcherry, ----
Pullecarney, 18th August 1847

/ Signed / A. Freese. —
Collector. —

The

Fort St. George 23d. August 1847.

Resolution thereon.— The Board authorize the publication in their Office of the Advertisement for the sale of the Mootahs thereon specified for arrears of Revenue, which accompanies the above letter, the date of sale being fixed for the 30th. September next.—

(60-61)

Read the following letters.—

To

D. White Esqre.

Acting Secretary to the

Board of Revenue.

(62)

From the Agt. Collr. of North Arcot.—

Sir, Fort St. George.

From Board dated 22d. Augt. 1846. Do 29th. Sept. Do. Do 3d. Do. 1846

With reference to the letters noted in the Margin I have the honor to submit a Statement of a lapsed Enam in the prescribed form. It does not appear that there exist any Sunnud or Purwanah in support of the Grant.—

North Arcot, Collrs. Circuit Cutcherry, Palmanair, 30th. July 1847.

/Signed/ C. C. Lovell.
Agt. Collector.

Report.

Report of

Case and Village

1	2	11	12	13
		There circumstances and the means of subsistence possessed by the family	Recommendation and grounds thereof	Further remarks
Ugaralal Deputy Do	a—The family are not possessed of any other certain means— b. The Nephew of Poliah Circar lands assessed at 17 Pags 6½ As—	The Services are now discharged by the Monegar and are no longer required of the Enamdar but the amount being so small and the widow Venammah being without other means of subsistence it is recommended to be renewed in her favor for life—		

Poruttoo Sastrawmah of Ameem Land.

Collector—

Togooroo—

Proceedings thereon.—

(62-63)

Pogooroo Seetaramunnah who died on the 21st December 1845 was the holder of a service Enam of one fourth Cawney of Eruyah land, valued at Rupees 4-3-5 per Annum. The duties of the Office are stated to be for collecting the ryots and causing them to excavate the Channel for the irrigation of the lands in the Village. The Acting Collector states that the services are now discharged by the Monigar, and are no longer required by the Enamdar but the amount of the grant being small, and the widow of the deceased, Vencummah having no other means of subsistence, he recommends that it be renewed in her favor for life.—

The Board are however of opinion that the Enam is a useful service grant, and should be continued to the next male heir of the last incumbent, and the service exacted subject to resumption on failure; they accordingly beg to recommend that it be renewed in the name of the next direct male heir of the deceased, on the express condition that he shall undertake the duties of the office, under the superintendence of the Monigar of the Village.—

To D. White Esqre
Acting Secretary to the Board of Revr
Fort St. George

(64)

From the Ag. Collr of North Arcot.— Para 1.

Sir,

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

of the Board under date the 1st ultimo, regarding a lapsed Enam in Cuddoor in the Sutrawd Taluk. The Board require to be informed of the nature of the Medical service for which the Enam was originally granted, whether the last incumbent performed the duties appertaining to the Office. How the services if any are to be performed by the widow of the deceased, and whether Venkeah the adopted son is capable of undertaking them.—

2. It is supposed that the Enam en question was originally granted to Vencat But to afford Medical assistance to the people in the Village. The last holder Pannathalla Kistnah practiced in the Village as a Physician. His adopted son Venkeah the present claimant states that he is endeavouring to qualify himself for the duties. But he is represented as incapable of undertaking them at present. as they cannot be performed by the widow and seem to be of no importance and such service are not usually provided for by Government I proposed that half the value of the endowment should be allowed for her subsistence for life with a view to the grant being afterwards resumed.—

North Arcot, Coll.rs Circuit, Cuttchery, Palmanair 6th August 1847.— } Signed E. C. Lovell.— Ag. Collector.

Read again the following correspondence with the Acting Collector of North Arcot.—

From Ag. Collector 18th June in Cons. 1st July 1847. No. 93
Board's Proceedings 1st July 1847. —— No. 1435.
From Ag. Collector 6th in Cons. 23d Aug.t 1847. —— No. 99

(64-65)

Proceedings thereon.— Resolved that the foregoing papers be

Proceedings thereon.

(62-63)

Pogoroo Seetaramunnah who died on the 21st. December 1845 was the holder of a service Enam of one fourth Cawney of tunjah land, valued at Rupees 4-3-5 per Annum. The duties of the Office are stated to be for collecting the ryots and causing them to excavate the Channel for the irrigation of the lands in the Village. The Acting Collector states that the services are now discharged by the Monigar, and are no longer required by the Enamdar but the amount of the grant being small, and the widow of the deceased Venaummah having no other means of subsistence, he recommends that it be renewed in her favor for life.—

The Board are however of opinion that the Enam is a useful service grant, and should be continued to the next male heir of the last incumbent, and the service exacted subject to resumption on failure; they accordingly beg to recommend that it be renewed in the name of the next direct male heir of the deceased, on the express condition that he shall undertake the duties of the Office, under the superintendence of the Monegar of the Village.—

To D. White Esqre

Acting Secretary to the Board of Revr
Fort St. George.

(64)

Sir,

From the Aj. Collr of North Arcot.— Para 1. I have the honor to acknowledge the receipt of the Extract from the Proceedings of

of the Board under date the 1st. ultimo, regarding a lapsed Enam in Cuddoor in the Sutvaid Palook. The Board require to be informed of the nature of the Medical services for which the Enam was originally granted, whether the last incumbent performed the duties appertaining to the Office. How the services if any are to be performed by the widow of the deceased, and whether Venkiah the adopted son is capable of undertaking them.—

2. It is supposed that the Enam in question was originally granted to Venut But to afford Medical assistance to the people in the Village. The last holder Pannathalla Kistniah practiced in the Village as a Physician. His adopted son Venkiah the present claimant states that he is endeavouring to qualify himself for the duties. But he is represented as incapable of undertaking them at present. as they cannot be performed by the widow and seem to be of no importance and such service are not usually provided for by Government I proposed that half the value of the endowment should be allowed for her subsistence for life with a view to the grant being afterwards resumed.—

North Arcot, Collr's Circuit, Cutcherry, Palmanair 6th August 1847.— } (Signed) E. C. Lovell.— Aj. Collector.

Read again the following correspondence with the Acting Collector of North Arcot.—

From Aj. Collector 18th June in Covg 1st July 1847. No 73
Board's Proceedings 1st July 1847. ——— No 1435.
From Aj. Collector 6th in Covg 23d Augt 1847. —— No 99

(64-65)

Proceedings thereon.— Resolved that the foregoing papers be

Fort St. George 23d August 1847—

be submitted for the consideration and orders of the Most Noble the Governor in Council —.

It will be observed that Panathoola Kistnah, whose death, on the 26th August 1846 is reported, enjoyed a Service Manneem of 3 — 6¼ valued at Rupees 17-5-7 per annum. The Enam is supposed to have been conferred on the Original Grantee for Medical assistance to the people in the Village, and the last holder who is stated to be the lineal descendant, in the 7th generation of the first incumbent, also practiced in the Village as a Doctor, but there are no Sunnuds forthcoming in support of the Grant. The family left by deceased is reported to consist of his widow, an adopted son, one Daughter, and a nephew who depend solely on the Enam for subsistence. the adopted son claims to succeed to the Manneem; and states that he is endeavouring to qualify himself for the performance of the necessary duties, but being only 16 years of age he is represented as incapable of undertaking them at present the Acting Collector therefore recommends that the Manneem be renewed in favor of the widow for life, subject to a jodee of half the assessment or Rupees 8-10-9 the Board however think that the Collector should be authorized to continue the whole of the Enam to the adopted son Venkiah, upon his furnishing satisfactory proof that he is duly qualified for the duties appertaining to the Office.—

Fort St. George 23d August 1847—

Read the following letter.

To,

D. White Esqre

Acting Secretary to the

Board of Revenue.

Fort St. George.

(66)

Sir,

From W. E. Lockhart Esqre } 1.

Collector of Salem ... } ward for publication in the Board's Office an

Forwarding for publication in the Board's Office an advertisement for the sale of certain lands in the Nanjeut Talook.

I have the honor to for-

Advertisement for the sale of certain lands belonging to Revenue Defaulters in the Talook Nanjeut.

The balance on the land of

2.

the Defaulters No. 1. Angamanarooden for Fusly 1254 amounts to Rupees 50—6. — besides this, there are also balances against it for Fusly 1255 and 56. altho the land has always been under cultivation he is in the habit of withholding payment of the Government demand after appropriating the produce to himself, and securing his moveable property from attachment. There is therefore no other alternative but to put up the land to auction for the recovery of the balance.

The Defaulters Nos 2. Cuttarayen and

3.

Fort St. George 23d August 1847.

and Chowrymoottoo were joint Puttadars Chowry-
moottoo left the Village owing to indigent circum-
stances; and his share of land was in Fasly
1253 cultivated by another Ryot who only paid
Rupees 16. leaving a balance of Rupees 7 3 u
but from Fasly 1254 it has been left
waste. The other portion which belonged
to Cattaroyen was sold at auction in sa-
satisfaction of a Decree of the Nawab
Moonsiff's Court and purchased by one
Gopaulachetty who cultivated it for Fasly
1254 and paid Rupees 20 being a balance
of Rupees 3—3—. This individual was
required to pay up the balance standing
on the entire spot Viz. the half he purchased
at auction and the half left waste by Chowry-
moottoo for Fasly 1254 amounting to Rupees
26 6. agreeably to Rule 20 of the revised
Hookoomnamah which specifies that when
a Ryot cultivates only a portion of a field
leaving the rest waste he should be held
responsible for the full teerwah of the
whole field but he (Gopaulchetty) ob-
stinately refuses payment urging that he
was only responsible for the Cundoyem of the
portion purchased by him at auction. As
the land is the only security for the government
demand

Fort St. George 23d August 1847.

demand I recommend that it should be
sold: I herewith submit copy of a letter*
from the Civil Judge in answer to mine
of the 6th February 1846 declining to pass a
Puttah in the name of the above defaulter
Gopaulchetty. With exception of these Defaulters
Nos. 1 2 and another Baumakara Tipproosaib,
whose balance was remitted on account of being
in indigent circumstance after taking his
land under Circar in consequence of its being
left waste from his inability to cultivate it
all other Defaulters entered in the Statements
which accompanied my letter of the 17th
December 1845 to which an Extract+ from the
Board's Proceedings was a reply have paid up
their arrears. I therefore solicit the Sanction
of the Board for the sale of the lands of the
above Defaulters Viz. Angamanarooden,
Cattaroyen and Chowrymoottoo.

* 26th February 1846.

+ 19th January 1846.

Salem Zillah
Ofsoor...
Coll'rs. Cutcherry,
31st July 1847...

(Signed) W. E. Lockhart
Collector

Notice

10998 Fort St. George 23d. August 1847.

Advertisement

Notice is hereby given that the lands particularized below, si
in the absence of moveable property been attached on account of
to Government for Fusly 1254 the same will be sold by
at 10 O'clock A. M. in the Namcul Talook Cutcherry.

The purchaser is required to pay 15 per Cent of the pur
within 30 Days from the date of the sale either in the
will be resold at the risk of the first purchaser it is
: dered valid until the orders of the Board of Revenue

tuated in the undermentioned Villages in the Namcul Talook having
the holders thereof not having paid the Assessment due thereon
auction to the highest bidder on the

haser Money at the time of sale and the balance to be paid
Huzzoor or Talook Treasury and in default thereof the lands
to be understood that the sale of the lands will not be consi:
are received confirming the same.

Names of the Talook Villages	Names of the Defaulters	Amount	Names of the Villages in which the lands are situated.	Poonjah Name of the Lands	Extent	Assess: ment	Name of the lands.	Extent	Garden Assess: ment
					Acres	Rs. A P		Acres	Rs. A P
Namcul Mogamoor	Angama Anaroo den	50 b "	Mogamoor	"	"	"	"	"	"
Do. Do.	Cuttaroyen Sourymoot too - - -	26 b "	Do.	"	"	"	"	"	"

Huzzoor
31st July 1847 } E. E.

Particulars of the land for sale. Nunjah Name of the Lands	Extent	Assess: ment	Total Extent	Assessment
	Acres	Rs. A P	Acres	Rs. A P
Kadathumparia naicken Nunjah No. 99	3 23 b	63 4 "	3 23 b	63 4 "
Nullan Mala Nunjah No. 167	1 2 8	17 14 "	1 2 8	17 14 "
Do. No. 169	1 27 9	28 8 "	1 27 9	28 8 "

Jr. (Signed) W. E. Lockhart
Collector.

List

10999. Fort St. George

List of immoveable property belonging to the under-mentioned Individuals and sequestered on account of Government demand for Fusly 1254 as per 23d. August 1847.

Number	Names of the Defaulters.	Fusly	Puttah Berij-	Collection	Balance due to Government
				Rs. A P	Rs. A P
1	Angamaroodeen	1254	63	12 14 u.	50 6 u.
2	Cuttaroyen and Sowry Mootoo	1254	46 6 u.	20 u. u.	26 6 u.
				109 10.	

Salem Zillah, Office of Collector's Office, 31st. July 1847. E. E.

Names of the field sequestered		Extent	Assessment	Probable Value.
		Acres	Rs. A P	Rs. A P
No. 167	Kadathum en Nullamala Nunjah	3 23 6	63 4 u.	35 u. u.
No. 169	Nunjah Ditto Ditto	1 28 1 7	11 u.	10 u. u.
		1 27 9	28 8 u.	
		2 30 1	46 6 u.	

Pr. (Signed) W. E. Lockhart Collector To,

11000 Fort St. George 23d. August 1847.

No. 3.

To, W. E. Lockhart Esqre.
Collector of Salem.

Sir

Adverting to the concluding part of your letter of the 6th. Instant relative to the request made in my letter of the 25th. November last, that a Puttah might be passed in the name of Gopaulchetty for certain lands specified in the Copies of the Urzee and Petition forwarded by the Nawaub Moonsiff, which were sold by him in satisfaction of Decree No. 386 of 1841 of the file of his Court, I have the honor to call your attention to Clause VI Section VI Regulation XXVII of 1802 and the Circular Orders of the Court of Sudr Udalut of the 16th. August 1827 and 20th. July 1829 and in the event of the Government demands for arrears of Revenue for Fuslies 1253 and 1254 being on the very lands sold by the Moonsiff, there can be no objection to the re-sale thereof if the party who may have purchased them refuses to satisfy the Government demand on the former holder for the amount of which he has his remedy against him.

Salem,
Civil Court, - - -
26th. February 1847.

(Signed) P. G. A. Bruere
Civil Judge

Before

11001 Fort St. George 23d. August 1847.

Resolution thereon,- Before sanctioning the sale (66-67) of the lands adverted to in the foregoing letter, the Board request to be informed whether the lands Nos. 167 and 169 are distinct fields, and if so, whether according to the manool of the Village, both should be held by the same person. Mr. Lockhart will also state whether Gopaul Chetty purchased a share of the lands only, or a specified extent.

Read the following

Statement.—

Quarterly

11002 (68) Fort St. George

Dr. { Quarterly Salt Account Current in _____ 1st April to 30th June

		G.	M	m	G.	M	m	Mds	Srs	Tolas
To balance of Salt on hand on the 1st July 1846	}	"	"	"	686	33	7	82	21	4
To Quantity manufactured to the end of last Quarter	} 1265 283.									
To Dt. Dt. in this Quarter	754 34 "									
	2019 320 "				242	37	6	"	"	"
To Dt. seized from smugglers to the end of last Dt.	} " 188 6.									
To Dt. Dt. in this Dt.	" 5 2									
	" 194 "				58	8	"			
To Dt. Gained by measurement in last Dt.	} " " "				70	"	21	"	"	
Total Salt	" " "	2,707	121	"	324	37	6	12	"	

Errors Excepted 7/Dt.

23d August 1847.

the Southern Division of Arcot from } 6t.

1847 in Fasly 1256 / AD. 1846/47.

			G.	M	m	G.	M	m	Mds	Srs	Tolas
By Sales to the end of last Quarter	In land Consumption	1,455 112 "									
	Home Dt.	187 293 6									
	Export by Sea	30 " "									
	1693 5 6				200	76	29	"			
By Dt. in this Dt.	In land Consumption	113 70 "									
	Home Dt.	38 185 2									
	151 255 2.				13	196	23.	"			
By loss by Measurement to the end of last Quarter	} 88 110 "										
By Dt. Dt. in this Dt.	1 243 "										
	89 353 "				10	785	36.	"			
By supply to the French Government in last Dt.	} " " "		152	31	4	18	249	18	"		
By loss sustained in transporting Salt to Dt. in last Dt.	} " " "		7	368	4	950.	22	"			
	2,074 214 "				248	944	8	"			
By balance of Salt in hand	" " "	632 307 "			75	932	4	"			
Total Salt	" " "	2,707 121 "			324	876	12	"			

(Signed) W. D. Davis
Collector

Quarterly.

Fort St. George 23d August 1847

Dr. { Quarterly Money account Current 1847 in } Cr. { of Salt from 1st April to 30th June Fusly 1256 }

		Rs a P	Rs a P
To sales to the end of last Quarter	In land Consumption	174683 9 9	
	Home Dr	22528 2 4	
	Export by Sea	1260 " "	
		198421 12 1	
To Dr in this Dr	In land Consumption	3982 8 "	
	Home Dr	4448 1 7	
		8430 9 7	
To Recoveries from the advances for the Manufacture of Salt in last Quarter		395 8 "	
To Dr Dr in this Dr		24 "	
		397 12 "	
To Dr from the French Government to the end of last Dr on account of Salt supplied from 1st January to 31st December 1846		" " 2678 9 4	
To charges Collection refunded in last Quarter		" " " 6 1	
Total Company's Rupees			209934 12 1

South Arcot Collector's Cutcherry Cuddalore 18th August 1847. E. E. Fox

		Rs a P	Rs a P
By Servants wages to the end of last Quarter		3472 10 11	
By Dr Dr in this Dr		1164 " "	4636 10 11
By Roofsooms and Manufacturers commutes share to the end of last Dr		17610 11 8	
By Dr Dr in this Dr		948 " 9	18558 12 "
By Extra Charges including Saderwarees to the end of last Dr		1571 6 11	
By Dr Dr in this Dr		99 9 8	1671 " 7
By one half of the Shipping Charges incurred on account of Salt supplied to the French Government to the end of last Dr		" " "	12954 8
By cash paid to the French Government as an indemnification to the Proprietors of salt pans for the 1st 2nd 3d and 4th Instalments for the year 1846 to the end of last Dr		" " "	14000 " "
By Shipping Charges for exporting Salt to Malaya Coast in last Dr		" " "	165 " "
By Cash advanced for the Manufacture of Salt in Dr		" " "	479 " "
			40805 12 2
By Net Revenue. To the end of last Quarter		162907 12 9	
In this Dr		6221 3 2	169128 15 11
Total Company's Rupees		" " "	209934 12 1

(Signed) W. D. Davis
Collector

Quarterly.

11004 Fort St. George

Dr. { Quarterly Salt Account Current in _____ to 30th June 1847

23d August 1847

the District of Cuddalore from 1st April } Cr.
Fusly 1256 _____
A. D. 1846/47.

		G.	M.M.	G.	M.	M. Maunds	Srs.	Tolas.
To balance of Salt on hand on the 1st July 1846		214	180 "	25719	"			
To Quantity manufactured to the end of last Quarter		64.	117. "					
To Do Do in this Do	160. 4. "							
		224	117 "	26915	4 "			
To Do of Spontaneous Salt to the end of last Quarter		"	42 "	12	24 "			
To Do Gained by Measurement in this Do		"	79 "	23	28 "			
Total Salt.		438	368 "	52670	16 "			

Errors. Excepted.

			G	M.M.	G.	M.	M. Maunds	Srs.	Tolas.
By sales to the end of last Quarter	Inland Consumption		15.	143 "					
	Home	Do	190	295 "					
					206	38 "	24731.	16 "	
By Do Do in this Do	Inland	Do	24	175 "					
	Home	Do	63	368 "					
					88	143 "	10602	36. "	
By loss by measurement to the end of last Quarter			22	47 "					
By Do Do in this Do			2	148 "					
					24	190 "	2937.	" "	
By supply to the French Government in last Quarter		"	"	"	38	357 "	4661.	4 "	
By loss sustained in transporting Salt to Do in last Do		"	"	"	1	63 "	138	36 "	
		"	"	"	358.	371. "	43071	12 "	
By balance of Salt on hand.		"	"	"	79	397 "	9599.	4 "	
Total Salt.		"	"	"	438	368 "	52670	16 "	

(Signed) W. D. Davis.
Collector
Quarterly

11005

Fort St. George

23d August 1847.

Dr. { Quarterly Money account Current of Salt from the 1st April to 30th June } Cr.

1847 in Fusly 1256

A. D. 1846/47.

			CRs. a p	CRs. a p
To sales to the end of last Quarter	Inland Consumption	18142 14 5		
	Home Dt.	22888 8 "		
			24731 6 5	
To Dt. Dt. in this Dt.	Inland Dt.	2932 8 "		
	Home Dt.	7670 6 6		
			10602 14 6	
To Recoveries from the advances for the manufacture of Salt to the end of last Quarter			" " " 265 8 "	
To Dt. from the French Government to the end of last Dt. on account of Salt supplied from 1st January to 31st December 1846			" " " 306 15 4	
To Charges Collection refunded to the end of last Quarter			" " " 23 5 7	
Total Company's Rupees			" " " 35930 1 10	

		CRs. a p	CRs. a p
By Servants wages to the end of last Quarter		832 8 5	
By Dt. Dt. in this	Dt.	272 10 "	
			1105 2 5
By Manufacturer's share to the end of last Dt.		776 24	
By Dt. Dt. in this	Dt.	881. 2 4	
			1657 4 8.
By Extra Charges including Saderamee to the end of last	Dt.	43 1 4	
By Dt. Dt. in this	Dt.	7 6 "	
			50 7 4
By Cash advanced for the Manufacture of Salt in last Dt.		" " "	2731 2 "
			3,838. 10 5
By Net Revenue	To the end of last Quarter	23401. 11 3	
	In this Dt.	9441. 12 2	
			32,843. 7 5
Total Company's Rupees		" " "	35930. 1 10.

South Arcot Collector's Cutcherry,
Cuddalore 18th August 1847.

E. E. J. Fr. (Signed) W. D. Davies
Collector

Ordered.

11006 Fort St. George 23d. August 1847.

(69-69)

Order thereon,
(Vide Dy. 30th Septr.)

Ordered that the Collector be requested to explain the difference between the amounts entered in both of the above-mentioned Statements.—

Read the following letters.—

To,

D. White Esqre.

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

(70)

From G. Ellis Esqre
Acting Sub Collector
in Charge of Tanjore.

Sir

I have the honor to report for the information of the Board that I have this day delivered over charge of the Province of Tanjore to Mr. J. F. Bishop the Collector and I enclose his Receipt in Duplicate for the Balance of Cash in the Treasury amounting to Rupees 14,98,830.11.-10- prepared agreeably to the Forms received with the Circular letter of

11007 Fort St. George 23d. August 1847.

of the 16th. January.—

Tanjore District
Trangquebar,
19th. August 1847.

(Signed) George Ellis.
Acting Sub Collector in Charge

Received.

11006 Fort St. George 23d. August 1847.

(68-69) Order thereon, (Vide Dy. 30th Sept.r)

Ordered that the Collector be requested to explain the difference between the amounts entered in both of the above-mentioned Statements.—

Read the following letters.—

To,

D. White Esqre.

Acting Secretary to the Board of Revenue

Fort St. George.

(70) From G. Ellis Esqre. Acting Sub Collector in Charge of Tanjore.

Sir,

I have the honor to report for the information of the Board that I have this day delivered over charge of the Province of Tanjore to Mr. J. F. Bishop the Collector and I enclose his Receipt in Duplicate for the Balance of Cash in the Treasury amounting to Rupees 14,98,830.11.-10 prepared agreeably to the Form received with the Circular letter of

11007 Fort St. George 23d. August 1847.

of the 16th. January.—

Tanjore District Treasury, Tranquebar, 19th. August 1847.

(Signed) George Ellis. Acting Sub Collector in Charge

Received.

11009 Fort St. George 23d. August 1847.

To

D. White Esqre.

Acting Secretary to the Board of Revenue

Fort St. George

(71)

From J. F. Bishop Esqre. Collector of Tanjore —

Sir,

I have the honor to report for the information of the Board that I have this day received charge of the Province of Tanjore from Mr. G. Ellis the acting Sub Collector in charge to whom I have granted my Receipt in Duplicate for the Balance of Cash examined and found in the Treasury amounting to Rupees 14,98830-14-10.

Tanjore District
Trangambar
19th August 1847

(Signed) J. F. Bishop
Collector

70-72 Order on the two foregoing letters —

Ordered to be submitted for the information of Government.

(73) GBB

From the Collector of Tanjore. Read letter reporting his having rejoined his District and requesting that the leave of absence granted to him may be cancelled.

(73-74) Resolution thereon. Resolved that the foregoing letter be submitted for the information and orders of Government.

Read

11010 Fort St. George, 23rd August 1847.

Read the following letters —

To D. White Esqre.

Acting Secretary to the

Board of Revenue

Fort St. George

(75)

From the Coll.r of Madura —

Sir,

I have the honor to return Petition No. 924 of 1847, and with reference to the Board's Proceedings of the 25th February 1847, to state that the Balance against Arrack Renter of the Town of Madura for Fusly 1256 has recently been fully discharged with the exception of the sum of Rupees 1274-7-2. the amount of his loss by the resale the renter's claim to remission of which advocated by my Predecessor the Board promised to take into consideration on the liquidation of the remainder.

Madura
19th July 1847

(Signed) R. D. Parker
Collector

Proceedings thereon. (75-76) 1. The Abkary Farm of the Town of Madacolum in the Madura District for Fusly 1256 was put up to public competition on the 12th July and purchased by Gurusobramanya Cottien for Rupees 9058- From the correspondence noted in the Margin it will be seen that up to the 3d November 1846 or before one third of the Fusly had expired a balance of Rupees 2014 — a had become due by the Renter and on his failing to.

From Pt. Coll.r 14th Nov.r
In Cons: 21st Dec.r 1846
Proceedings 21st Dr. —
From Pt. Coll.r 11th
In Cons: 25th February 1847
Proceedings 25th February

11011. Fort St. George. 23. August 1847.

to find good security for the fulfilment of his engagement the late Principal Collector resold the Farm at the risk of the first purchaser to Narrainsawmy Naick and Moosandy Pillay for Rupees 7,200 for the whole year or for Rupees 4,966 for the remainning two thirds of the Fusly. The extreme poverty of the defaulter who it is stated had seven held rents in the District induced Mr Blackburne to solicit remission of the amount of loss sustained by him on conveyance of the resale of his rent Viz. Rupees 1274 2 in reply to which the Board informed the Collector that they would not press the demand upon the renter whose claim to remission would be taken into consideration after the balance of Rent due by him had been paid up.

2. By the letter at the head of these Proceedings the Board observe that the balance of Rent against the Renter has been recently discharged and they therefore under the recommendation contained in the letter from the late Principal Collector dated 11th February 1847, beg to solicit the sanction of Government for remitting the balance Rupees 1274 2 due by Soobramaniya Cothon

11012. Fort St. George. 23rd August 1847.

Cothon being the loss occasioned by the resale of the Albany Farm of the Town of Madura for Fusly 1250 A.D. 1840/41.

To D. White Esqr.
Secretary to the Board of Revenue
Fort St. George

(77)

From the Collr of Madura

Sir.

With reference to the Proceedings of the Board of Revenue dated the 10th June last, I have the honor to transmit a Hookumnamah in the Native language, pointing out the specific duties required of the Zillahdars in this District, with an English Translation to which are annexed notes explanatory of deviations from the Memorandum framed by the Board.

2. A Hookumnamah similar to the above but somewhat deficient in method has been for some time in force in this District.

3. Few of the present Zillahdars of this District are fit for promotion but care will be taken in future in the nomination and training of this class of Officers. The matter however is one of difficulty, the Office requiring experience, while the pay is very low.

Madura. 16th August 1847.

/Signed/ R. D. Parker
Collector.

Instructions

Fort St. George. 23d August 1847.

No. 1.

Instructions for the guidance of Subordinate Revenue Officers called Zillahdars Harkoons and Parputtees &c.a.

1. The Zillahdar should reside in the Husbah Village of his Division.

2. At the Commencement of the Season of Cultivation it is duty of the Zilladar to go to every Village of his Division, send for the Potails, Cummums and Ryots thereof and take engagements for the Cultivation.

3. In the event of any deficiency in the usual extent of engagement in consequence of death, desertion or Poverty, the Zillahdar should endeavour, through the Potails and Cummums, to find other Ryots willing to take up the lands thus vacated whether they be Pay acaries or otherwise, and should report their names to the Talookdar who will determine whether the land shall be given to them; and where practicable Pazeranahs should be taken from the former Occupants.

4. He should inspect the Pattahs accounts of each Village and forward them with his Counter signatures to the Talookdar with

Fort St. George 23d August 1847.

an explanation of any considerable decrease.

5. During the Circuit of the Talookdar for the purpose of arranging the Dittums it will be the duty of the Zillahdar to bring on all disputes relating to the Dittums for Settlement before the Officer.

6. After the business of the Dittum has been concluded the Zillahdar will, in consequence with the Cummums of the Villages, prepare an account for each Village exhibiting the particulars of the Dittum as finally settled before the Talookdar. This account should bear the signature of the Zillahdar as well as that of the Village Officers.

7. During the Season the Zillahdar should visit frequently the several Villages of his Division and see that the cultivation is going forward.

8. The Zillahdars on their circuits should call for the Cultivation accounts submitted to the Talook and examine into their accuracy reporting any discrepancies or frauds to the Talookdar.

9. The Zillahdar should report to

Fort St. George, 23rd August 1847

to the Tahsildar twice a month the state of the season and supply of water received in the different Tanks annexing to his own report a list of the Villages which he has visited, with dates.

10- Trifling disputes relative to the occupation and cultivation of Land to be re-settled if practicable by the Zillahdar. If otherwise the subject to be reported to the Tahsildar for his orders-

11- When the sowing for the year has been completed the Canarsagor body examination should be commenced without delay and brought to a conclusion before the Summabundy. Great care should be taken by the Zillahdar to prevent the concealment of Cultivation and he should send to the Tahsildar the account for each Village as the examination proceeds. If the Zillahdar finds it necessary to consult the Pymash and Khaiwar accounts he should apply to the Tahsildar for the same-

12- The Zillahdar should see that water is fairly distributed according to Mamool to the lands of all the Ryots and endeavour to

Fort St. George, 23 August 1847

to settle all trifling disputes that may arise on the subject-

13- It is the duty of the Zillahdar to be present during the Summabundy and he should be prepared to furnish correct information upon all points of dispute that may arise during the Settlement-

14- If the Kists as they fall due are not punctually discharged it is the duty of the Zillahdar, in communication with the Tahsildar to adopt such measures as may be necessary for the realization of the balances-

15- It is the duty of the Zillahdar during his Circuit to compare the receipts given by the Village Officers to the Ryots for payment of Kists with the entries in the Village accounts, and to bring any discrepancy to the notice of the Tahsildar- The date as well as sums in which payment was made should be exhibited in the receipt- If receipts have been withheld in any instance, the Zillahdar will cause the necessary receipt to be given, reporting the same for the information of the Zillahdar-

16- All Orders intended to be

Fort St. George. 23rd August 1847.

be communicated to the Ryots should be attended to immediately on the receipt of the same.

17. The attention of the Zilladar should be particularly drawn to the works of irrigation under the directions of the Sabordinate Revenue a Tank suddenly bursts. it will be his duty to proceed to the spot immediately and adopt such measures as may be requisite. He will also constantly inspect the repairs in progress in his division and attend to the detailed Instructions and Orders issued on the subject.

18. The Zilladars will also attend to the state of the roads and Avenues in their division.

19. Immediate attention should be given to such instructions as the Zilladar may receive in regard to Supplies to Troops and others passing thro' the District.

20. The Zilladar will render prompt obedience to all orders of the Sabordinate.

21. If the Zilladar has obtained the Summud of a Sub Officer of Police he will attend carefully to the detailed instructions issued for the guidance of those Officers in the Magistrate's Department.

(Signed) R. D. Parker

(77-78)

Fort St. George 23rd August 1847.

Read the following letter.

To

D. White Esqre.

Acting Secretary to the

Board of Revenue

Fort St. George.

(79)

From the Collr. of Madras.

Sir,

Para 1. Reporting the result of certain trials which have actually been made to ascertain the difference between the Maund weight of Salt and the Half and Quarter Maund measures recently obtained from the Mint and requesting further instructions as to when the one which is considered best calculated for the purpose should be introduced in the Salt transactions of the Collectorate.

I have the honor to acknowledge the receipt of your letter under date the 13th May last relative to the new Half and Quarter Maund Measures made at the Mint, and to bring to the notice of the Board of Revenue that on sending those Measures to the Salt Superintendent for their introduction in the Salt transactions of this Collectorate, as accompanied by the necessary instructions as to the mode of using them, he informed me of the existence of a considerable difference between the quantity required to fill each of them and that which was actually being delivered by weight.-

2. To ascertain the correctness or otherwise of the Superintendent's information I caused a small quantity of the Salt manufactured in Fasleis 1254 and 1255 respectively to be brought to this Office on the 5th June. This having been first weighed and afterwards measured with the new measures the result is exhibited in the accompanying Statement.

ORDINARY DESTROYED

Fort St. George 23d. August 1847.

Encl. A.

I must not omit to state here that I took care to see that the Salt was poured into the measure "loosely" as suggested by the Acting Mint Master; that the difference was still so great as to induce me to recall the order previously given to the Superintendent.-

3- I afterwards directed the Shet-pistadar and some other officers of experience on my Establishment to proceed to the Cotaur and make a further trial. This the late showers of rain prevented them from doing before the middle of last Month. On the 15th and 16th Ultmo, they weighed and measured separately 10 Maunds and 170 Mds of Salt the manufacture of 1255 with the like quantities, besides, from the Stock of 1256. The result of those experiments, also, is given in the present Statement.-

4- It will be observed that the comparative difference varies according to the length of time the Salt has been in Store, as well as according to the diameter of the different Measures used in its measurement; for the older the Salt the greater is the difference, inasmuch as the outturn of 120 Mds of the Salt of 1255 delivered by weight was on measurement found to be less by 76 Mercalls or 19 per Cent

Fort St. George 23d. August 1847.

whereas the difference on Salt the manufacture of 1256 was only 11/2 per Cent Whilst this was the result of the experiments made with the short half Maund Measure, the use of the long half Maund Measure produced a difference of 17 11/16 and 9 per Cent on the Salt of the two Sorties referred to above. The difference on the quarter Maund Measures was in nearly the same proportions. As far however as I am enabled to form an opinion the two half Maund Measures and the long quarter Maund Measures are not adapted for general use, not only from the extreme difficulty of filling and pouring out the Salt but from the fact of the whole complement of Coolies usually employed at the Cotaur requiring a whole day to measure only two Garces, whereas with the short quarter Maund Measure, they will measure ten Garces per diem.-

5- It is thus evident that of the four Measures forwarded by the Board, the short quarter Maund Measure is the one best Calculated for general introduction; but adverting to the loss (in addition to the ordinary wastage in Store) which will be occasioned by making immediate use of it in the Sales carried on at the Madras Cotaur for Inland and Home Consumption from the Salt already heaped having been received by the Mercall Measure, I beg leave to solicit further orders under existing circumstances as to whether I should introduce the measure in question forthwith or whether I should do so only when the Salt of the ensuing year shall have been in readiness for removal from the pans as by using one and the same measure both in the receipt and delivery of the Salt, the loss will not be greater than that which has hitherto been brought to account under the head of wastage.-

Madras. 6th August 1847.

Signed J. T. Hudleston
Collector

Statement

1091

Stated Fe George 23d August 18[illegible].

Allowed at Kitching the Middle of certain Lots which have recently been made to extend the old Line: since between the Planed Vicarage Lot and the Lot Planed and quarter Planed Lots all Measures ordered from the Plan.

Granted by request Granted by request
to Mr. Wm. Hall to Mr. Wm. Stanton
Planed Measure = Lot Planed Plan:
= vide ut.

Boatmen's Names. Boatmen, Owners or Builders Names or Abodes. Length of Boat. Breadth of Boat. Measured Measure Tonnage. Measured Measure Admeasurement.

1	Thomas Hall	Liverpool	70	14	72 24/94	14 8/94
2	Robert Jones	Liverpool	70	14	72 24/94	14 8/94
3	Edward Smith	Liverpool	70	14	72 24/94	14 8/94
4	John Brown	Liverpool	70	14	72 24/94	14 8/94
5	William Davies	Liverpool	70	14	72 24/94	14 8/94
6	George Wilson	Liverpool	70	14	72 24/94	14 8/94
7	Henry Taylor	Liverpool	70	14	72 24/94	14 8/94
8	Richard Evans	Liverpool	70	14	72 24/94	14 8/94
9	Samuel Morris	Liverpool	70	14	72 24/94	14 8/94
10	Charles Lewis	Liverpool	70	14	72 24/94	14 8/94

Measured Measure Measured Measure

69/94	6 6/94	642/94	63/94

Measured Measure Measured Measure

72 24/94	49 8/94	79 56/94	59 47/94

Measured Measure Measured Measure

18	12 1/4	19 3/4	14 3/4

Measured Measure Measured Measure

16	7 1/2	81	7 3/8

Measured Measure Measured Measure

19	17 11/16	20 1/2	18 13/16

Measured Measure Measured Measure

3 45/64	2 7/64	4 34/64	2 62/64
14 28/64	24 24/64	51 24/64	35 40/64
11	6	13 1/2	8 3/4

Measured Measure Measured Measure

14	36	50 5/8	49 5/8
11	9	12 6/8	12 3/8

Measured Measure Measured Measure

60	37 1/2	63 3/4	35 31/64
15	9 3/4	15 16/16	8 15/16

Measured Measure Measured Measure

23/4	2	35/8	2 1/4

Measured Measure Measured Measure

4	2 1/2	4 1/4	1 3/8

Measured Measure Measured Measure

41/4	30	51 3/8	33 3/4

Measured Measure Measured Measure

10 5/16	1 1/2	13 9/16	8 7/16

Measured Measure Measured Measure

69/64	4 6/64	642/64	4 63/64

Measured Measure Measured Measure

72 24/64	49 8/64	79 56/64	59 47/64

11023. Fort St. George 23d. August 1847.-

Ordered that the following letter be sent in reply.-

&c.

The Collector of
Madras.

(79-80)

Sir,

To the Coll.r of Madras
Sul.t 23d. Aug.t 1847.

With reference to your letter dated 6th. Instant No. 82 reporting the result of the trials which have been made to ascertain the difference between the Maund weight of Salt and the half and Quarter Maund Measures forwarded to you with my letter of the 13th. May last, I am directed by the Board of Revenue to request that you will be so good as to instruct your Serishtadar to attend at this Office at 11 O'Clock A. M. on wednesday next the 25th. Instant to afford explanation on certain points connected with this subject.

Revenue Board Office,
Fort St. George 23d. Aug.t 1847.

(Signed) D. White
Sy. Secretary.

ORIGINAL DESTROYED

11022. Fort St. George 23d. August 1847.-

Quantity required to fill the Quarter Maund Measures Measures

Weight.

Remarks-

	Coopter Seers or Coopter Seers or about Long	Measure Measure	Measure Measure
15	5 3/8	15 15/16	8 15/16
10	1 1/2	13 9/16	8 1/16
18	12 1/4	19 3/4	14 9/16
19	17 4/10	20 1/4	18 13/16
11	1	13 1/2	8 3/4
11 1/2	9	12 5/8	12 3/8
84 12/16	61 29/16	95 5/8	72 1/16
14 2/16	10 5/16	15 15/16	12

Abstract
Per centage

	Seers
No. 1	
No. 2	
No. 3	
No. 4	
No. 5	
No. 6	

Total

Average

Madras 16th. August 1847

Signed J. A. Hudleston
Collector.

11022. Fort St. George 23d. August 1847.

Abstract

Statement of the Results of the Trials made with the Madras Measures and the Government Measures

No.	Madras Measures Heaped	Madras Measures Struck	Government Measures Heaped	Government Measures Struck	Remarks
15	4 3/8	15 15/16	8 15/16		Quantity required to fill the Madras Measures
10	7 1/2	13 2/16	8 1/16		Quantity required to fill the Government Measures
18	12 1/4	10 3/11	14 3/11		
19	17 4/10		18 12/10		
11	6		8 3/11		
11½	9	12 5/8	12 2/8		
	61 13/16	85 5/8	92 1/16		
	10 5/16	15 15/16	12		
	11 2/16				

Light.

Heavy.

Average

Madras 16th August 1847.

(Signed) J. H. Hudleston
Collector.

ORIGINAL DESTROYED

11023. Fort St. George 23d. August 1847.

Ordered that the following letter be sent in reply.

To

The Collector of
Madras.

Sir,

With reference to your letter dated 6th Instant No. 82 reporting the result of the trials which have been made to ascertain the difference between the Madras weight of salt and the half and Quarter Maund Measures forwarded to you with my letter of the 13th May last, I am directed by the Board of Revenue to request that you will be so good as to instruct your Serishtadar to attend at this Office at 11 O'Clock A. M. on wednesday next the 25th Instant to afford explanation on certain points connected with this subject.

79-80

To the Collr. of Madras

Dated 23d August 1847.

Revenue Board Office,
Fort St. George, 23d Aug. 1847.

(Signed) D. White
Jr. Secretary.

ORIGINAL DESTROYED

Fort St. George 23d. August 1847.-

(81)

From the Secy. to the Board of Revenue Depart. Public works ---

Furnishing copy of report from Capt. Lawford Civil Engineer 5th Division on the causes which appear to him to have led to the decline of the cultivation in the district of a Tricheenopoly

Read the following Extract

Extract from the Proceedings of the Board of Revenue in the Department of Public Works under date the 9th August 1847.-

Read the following letter

From,

Captain C. Lawford

Civil Engineer in the 5th Division

To

Captain J. H. Bell

Secretary to the Board of Revenue in the Department of Public Works

Sir,

With reference to the Proceedings of the Board of Revenue in the Department of Public Works under date 16th November last No. 772 - I have the honor to submit observations on the causes which appear to me to have led to the decline of wet cultivation in the Tricheenopoly District.

2- One cause I consider to be the insufficient state of the works of irrigation which since the cessation of the Native Government have never received the improvements they have required - Excepting the Iyen Voikal in Tricheenopoly

ORIGINAL DESTROYED

Fort St. George 23d. August 1847.-

not one channel had till 1843 been materially improved, for although the construction of the Poolambuy under sluices was decidedly beneficial to a part of the Vegacondam yet the effect has been very limited.-

3- The channels from the Bellaur Iyaur and other secondary streams have also gradually but decidedly declined from their original efficiency and fail to convey to the lands the quantity of water requisite for their proper irrigation.-

4- The Tanks in Tricheenopoly are in a state of equal if not greater decay. The Board will find recorded in my diaries many cases in which reservoirs of note for years ceased to yield any revenue whatever and if Shad travelled more among the upland Taloocks, I have no doubt I should have met with other instances of the same kind.-

5. These Tanks are not breached but their beds are raised by deposits and their banks have become so degraded that they do not retain sufficiency of water for irrigation and the lands under them are abandoned or else cultivated with inferior grains.-

6. Numerous instances occur where valuable Channels have become totally inefficient and the Tanks

ORIGINAL DESTROYED

Fort St. George 23d. August 1847

Tanks now depend on a scanty drainage of high ground near them, instead of enjoying their former supply from a river or large torrent.-

7- The want of Sluices and Calingulahs is very general in the Tanks.

8. It is clear therefore that the cultivation of wet lands is now carried on under great disadvantage and the people will not incur the risk of undertaking it except on lands peculiarly well circumstanced - and thus large tracts have gradually become waste.

9- The principal decline of cultivation however has taken place in the lands yielding a second crop, which are chiefly those watered by the great Cauvery Channels. In order to form an idea of the cause of this falling off I have compared the second crop cultivation of Trichinopoly with that of the Trivady Taluk in Tanjore where I find, there has been an increase within twenty years to the exctent of 218 Valies or 1090 Cawnies.-

10- If the seasons had been unpropitious such an increase could hardly have occurred as no water can reach Trivady

Fort St. George 23rd. August 1847.-

which might not be used in Trichinopoly, it is therefore clear that want of water in the river is not the cause of the losses in the latter Districk But it is to be remarked that while the cultivation in Trivandy commences with the early freshes of May and ceases entirely in February there are crops under irrigation in Trichinopoly throughout the year even in March and April when I have known the Agunda Cauvery to be completely dry at the head of Seringham.-

11. The Salem and Coimbatore lands are also cultivated partly during the dry Months and the Corumboos are sometimes carried from bank to bank so that the Trichinopoly Channels can receive only spring and surplus water and even this may be much reduced by increased efforts to extend the cultivation higher up the river and from all the information I can gain, I believe that improved cultivation in the higher Districts has to a certain exctent affected the supply of the Trichinopoly Channels during the hot season, to confirm which opinion I beg to quote the Diary of Major A. T. Cotton for March 1834.-

"The Mootah of Kattpootoor contains three villages of which Kattpootoor is one. They are held on a lease of 96 years commencing about

"about 12 years ago, and paying an annual rent of
"Rupees 18,000. At the time the lease was granted they
"are said to have contained about 1200 Cawnies of Nunjah
"land, partly watered by the river Channel marked a a
"in the Sketch, and partly by the tank marked b since
"that time the Mottahdar is said to have cut the
"bund of the Tank and waters the land under it
"and also its bed from the river channels, which he
"has further extended and carried over the Karreepotta
"-aur by means of a new Annicut, to irrigate
"another portion of land which was formerly
"Poonjah by this he has directed the water of the
"which belongs to the Circar and formerly was the
"means of conducting the whole of the water of that
"river to the lands of the Circar village of Nellitam.
"By these means he has increased his nunjah land
"to about 1700 Cawnies, and of course takes an increased
"quantity of water from the river on that account During
"a great part of the year. There is much difficulty
"experienced in supplying the various river channels
"in this District with a sufficiency of water, but in
"February March and April, the quantity in the river
"is exceedingly small and the extent of land bearing
"a second crop is entirely limited by it. The Corumboos
"or temporary banks thrown up in the bed of the

river

"river to divert the water into each of the channels
"in the Circar limits are therefore so constructed as
"to turn only a portion of the water out of the main
"according to the extent of Nunjah land in each, sub-
"-leaving a certain quantity to pass down to the
"lower Channels."

"Last year where the water was so
"scarce that it was with the greatest difficulty that
"a sufficient supply for the people and horses in
"Trichinopoly could be procured the Mottahdar
"drew his Corumboo quite across the river and stopped
"the whole of the water. Upon this being reported
"to the Collector of Trichinopoly, he wrote to the
"Principal Collector of Salem on the subject re-
-questing that he would direct the Corumboo
"to be opened, for the Mottah is considered as
"belonging to that District though entirely sur-
"surrounded with Circar villages belonging to
"Trichinopoly. The Mottahdar resisted this on the
"ground that it was maamool to carry his Corumboo
"quite across the river. However he carried his
"point by the delay occasioned by the cor-
"correspondence and when the time in which
"the water is wanted had passed, the subject
"was dropped and the question left unsettled
"till this time. He has now followed the
"same course and as the Corumboo cr

is.

"about 12 years ago and paying an annual rent of
"Rupees 18000. At the time the lease was granted they
"are said to have contained about 1200 Cawnies of Nunjah
"land partly watered by the river Channel marked a
"in the Sketch and partly by the tank marked b since
"that time the Moottahdar is said to have cut the
"bund of the Tank and waters the land under it
"and also its bed from the river Channels which he
"has further extended and carried over the Karrecpota-
"-aur by means of a new Annicut to irrigate a
"another portion of land which was formerly
"Poonjah by this he has directed the water of the
"Karrecpotanaur from the annicut marked a
"which belongs to the Circar and formerly was the
"means of conducting the whole of the water of that
"river to the lands of the Circar village of Nattum.
"By these means he has increased his nunjah land
"to about 2200 Cawnies and of course takes an increased
"quantity of water from the river on that account During
"a great part of the year. There is much difficulty
"experienced in supplying the various river Channels
"in this District with a sufficiency of water but in
"February March and April the quantity in the river
"is exceedingly small and the extent of land bearing
"a second crop is entirely limited by it. The Corumboos
"or temporary banks thrown up in the bed of the
river

"river to divert the water into each of the channels
"in the Circar limits are therefore so constructed as
"to turn only a portion of the water out of the river
"according to the extent of Nunjah land in each, but
"leaving a certain quantity to pass down to the
"lower Channels."

"Last year when the water was so
"scarced that it was with the greatest difficulty that
"a sufficient supply for the people and horses in
"Trichinopoly could be procured the Moottahdar
"drew his Corumboo quite across the river and stopped
"the whole of the water. Upon this being reported
"to the Collector of Trichinopoly he wrote to the
"Principal Collector of Salem on the subject re
"questing that he would direct the Corumboo
"to be opened for the Mootah is considered as
"belonging to that District though entirely sur-
"rounded with Circar villages belonging to
"Trichinopoly. The Moottahdar resisted this on the
"ground that it was meancoh to carry his Corumboo
"quite across the river. However he carried his
"point by the delay occasioned by the cor-
"correspondence and when the time in which
"the water is wanted had passed, the subject
"was dropped and the question left unsettled
"till this time. He has now followed the
"same course and as the Corumboo cr-

is.

"is in the limits of the Circar Villages the Collr
"sent orders to the Tahsildar to send people to
"cut it. The Moottahdar upon this turned out a
"large body of men armed with sticks, swords and
"muskets and by force prevented the Circar people
"from executing what they had been ordered."

"I thought it necessary therefore that
"I should inspect the spot and report from personal
"observation. On reaching the place this morning
"we found the Corumboo carried up as shewn
"the sketch far beyond the limits of the Co
"Moottahdars Village and extended quite across the
"Channel of the river above the Circar Village
"of Varuvurdoor. The river had unexpectedly risen
"a little in the night and had washed away the
"top of the embankment in some places which the
"Moottahdars people closed while we were there.
"A considerable quantity of water however was es
"escaping thro' the Corumboo when we left; the
"quantity in the river being more than his Channel
"could contain. The quantity of water entering his Channel
"was about 8,000 cubic yards per hour or sufficient
"for a full supply for 2000 Cawnies of Nunjah
"the whole extent in the Moottah is stated to have
"been formerly about 1200 Cawnies and at present
"about 700. With the slight fresh of last night I do not
"suppose that more than 20000 cubic yards

"per hour at the utmost will fall to the lot of the
"Wycaverdaurs being sufficient for 5000 Cawnies while
"the whole extent under that Channel is about 7,000
"Cawnies. Thus while this important Circar Channel
"Cupor which the Town of Trichinopoly also is
"mainly dependent for water gets less than ¼ of its
"full supply the Moottahdars Channel receives very
"nearly the most that it can require for the present
"extent of Nunjah and more than 1½ times a full
"supply for the whole of his original extent of Nunjah
"part of which also was formerly supplied by the
"Tank the bed of which is now cultivated. The question
"therefore is whether the rights of all the inhabitants
"under the Circar Channels are to be sacrificed in
"submission to the Moottahdar and whether a
"subject is to be permitted to resist the Government
"authorities by an armed force."

12. My own knowledge of the Cauvery enables me to state decidedly that in average seasons there is not water enough in its bed in the hot weather for the lands in Trichinopoly which once yielded two crops and that it is impossible to restore the cultivation to what it was when the unsettled state of the upper Districts prevented

them

their inhabitants from taking full advantage of their situation. and the reasons why the cultivation of two Crops has been abandoned is that in general the produce is not proportionate to the rent and actually entails a loss upon the ryot. The Board are aware that no manure is ever used on the lands watered by the Cauvery the silt of which is considered a sufficient restorative. But it is found that the effect of this natural measure is greatest when the season of sowing has been very hot and dry, and that heavy rains in April and May are injurious to the Crops which are sown from June to September.

13. In Trichinopoly this dry fallowing never takes place at all, and one crop is raised with water perfectly (or as it is chiefly the surplus of other fields) impregnated with deleterious salts contracted from the soil over which it flows, and the inevitable result is, as the ryots state, that double crops have exhausted and unprofitable.

14. The question at once arises why is it then that the double crop land in Trichy has increased? It is because both crops are raised during the freshes, or between May and February and the land is fallow during March and April when the intense energy of the sun in clearing the

Channels and executing all repairs, so that the early freshes may inundate the fields, while in Trichinopoly there is scarcely an interval in which the repairs of Channels can be efficiently performed and this is one material cause of their deteriorated state.

15. I consider then that the two principal causes of the decline of cultivation are 1st. the inefficient state of the works of irrigation and 2nd. the inconvenient seasons at which the second Crop is raised. There are doubtless other causes which have contributed to the decrease, but as they have also affected the Tanjore District where cultivation has not declined they can only be regarded as of secondary influence. I allude to emigration, the low price of grain and the prevalence of Cholera. The first of these evils (for such it is to the interests of Government) is however perhaps the effect as well as cause of reduced Cultivation and is probably more felt in Trichinopoly than Tanjore from the population of the latter District being denser.

16. It is obvious that the first Cause of decrease may be removed by attention to the efficient repair and improvement of the works and I have made every effort in my power to this end, and have constantly stated my opinion of the

the necessity of a large expenditure in this District but the limited executive establishment has hitherto been an obstacle to my views. I think that an annual outlay of not less than one lac of Rupees or about 7 per Cent on the revenue is required to bring the Trichinopoly works into a proper state of repair.

17. For some time past my mind has been strongly impressed with the great advantage that would arise from the construction of an Annicut across the Cauvery at the head of the District from which a main Channel on each bank would give an unfailing supply to the principal part of the two lakhs yielding about six lacs of Rupees such a work would be comparatively inexpensive and in no respect injurious for all the water it would divert to the South bank must flow into Tanjore and the supply on the North side might be easily regulated and I am persuaded that large tracts would be brought under cultivation without any loss whatever to other lands. Combining a Bridge with the Annicut would render it one of the most important and useful works in the Country as the site I should propose would place it in the direct road between Salem and Madura.

18. Efforts should be made to induce the Trichinopoly ryots to discontinue the hot weather Cultivation

cultivation and to commence planting in May after the early freshes or it would be better to forego the double crop altogether and to compensate for the loss by extending the irrigation of one crop over fresh lands. The present system must always be one of uncertainty and struggle and by impoverishing the ryots it prevents them from maintaining the full extent of their single crop cultivation. It also tends greatly to prevent the efficient execution of works of improvement.

19. I have not alluded to the rate of assessment as affecting the cultivation because I feel reluctant to offer any opinion on that important subject. Instances of apparently excessive rates not unfrequently fall under my notice and I think that some modifications might be advantageously be made.

The vast extent of waste land of the richest quality lying between the Colleroon and Vellaur induces the conviction that it is too highly taxed, and I quite agree with Mr. Onslow in opinion that where such is the case it is vain to expect any profitable return from Maramut expenditure.

Civil Engineer's Office
5th Division
Tanjore District
Trivandy Talook
15th per Annicut 3d February 1847

[Signed] E. Lawford
Civil Engineer 5th Div.

Ordered

11036 Fort St. George 23d. August 1847.

Ordered that copy of the fore-going letter be supplied to the Revenue Department

/ A true Extract /

/ Signed / Jn. H. Bell

Sect. to Bd. of Rev. & D.S. Works.

81-82

Resolution thereon

Resolved that a copy of Captain Lawford's Report, which accompanies the foregoing Proceedings be transmitted for the consideration and report of the Acting Collector of Trichinopoly with reference to Para. 12 of the Board's Proceedings dated 25th. March last.

83

From the Coll. of Ganjam.

Statement of Salt sold for Home and Inland Consumption for the Quarter ending 31st July last

84

From the Acting Coll. of North Arcot

Statement of Salt sold for Home and Inland Consumption for the Quarter ending 31st July last.

83-85

Order on the 2 abovementioned Statements.

Ordered to lie over

Resolved that the following letter be dispatched.

To The Chief Secretary to Government

86

To The Chief Secretary to Government

Same directed by the Board of Revenue to request you will have the goodness to favor them with Extracts from Minutes of Consultation dated 22d. November 1822 and 12th. January 1827 respecting the pecuniary transactions of public Officers with the Natives of the Country.

Revenue Board Office, Fort St. George, 23d. August 1847.

/ Signed / D. White

Acting Secretary

STOP. p 11038

11037 Fort St. George 23d. August 1847

Resolved that the following letters be dispatched.

87

To The Collector of Guntoor

Sir

Same directed by the Board of Revenue with reference to your Endorsement on Petition No. 210 of 1847 to request you will be so good as to state the amount improperly demanded from the Petitioners during the last year, and to report on the Pollary and submit an application for its refund to the parties from whom it has been collected.

Revenue Board Office, Fort St. George, 23d. August 1847.

/ Signed / D. White

Acting Secretary

87-88

Proceedings thereon,

Read endorsement of the Coll. of Guntoor on Petition No. 1067 of 1846.

The Board of Revenue will not object to the arrangements made by the Coll. as explained in the paper above recorded under the circumstances stated thereon.

Resolved that the following endorsement

Endorsement be passed on Petition No. 1067 of 1846.

Endt. "Petitioner is referred to the Collector to whom instructions have been forwarded".

To

The Collector of

Cuddapah.

Sir,

I am directed by the Board of Revenue to forward to you the accompanying Petition from the late Tahsildar of Coilgoontol praying for a reconsideration of his case under the circumstances stated therein, and to request you will be so good as to report the circumstances under which that Officer was removed from the Office of Tahsildar and whether there are any facts now brought forward in his Petition which entitle his case to further consideration.

Revenue Board Office,
Fort St. George -----
23d. August, 1847 -----

(Signed) D. White
Acting Secretary.

89

To The Collector of Cuddapah

Read endorsement of the Acting Collector of North Arcot on Petition 1791 of 1846.

Proceedings thereon.

90

The case referred to in the above Paper is not sufficiently complete to admit of final orders being issued thereon the Board therefore resolve to request the Acting Collector to prosecute his enquiries

enquiries into the matter and submit a more comprehensive report for their information.

Received the undermentioned Miscellaneous letters and Statements:-

91 From the Accountant General:- Indent on the Commissary General for certain articles required for the use of his Office for the Month of September 1847.

91-92 Order thereon:- Ordered that the original Indent be passed and returned.

93 From the Actg. Coll. of North Arcot:- Return of Persons suspended or dismissed under Regulation VI of 1831 for the Month of June last.

94 From the Coll. of Cuddapah:- Return of Persons tried for offences under Regulation IX of 1822 for the Month of June last.

95 From the Coll. of Cuddapah:- Return of Persons suspended or dismissed under Regulation VI of 1831 for the Month of June last.

96 From the Coll. of Cuddapah:- Stating that no persons were confined under Regulation IX of 1822 during the Month of June last.

97 From the Coll. of Canara:- Return of Persons suspended or dismissed under Regulation VI of 1831 during the Month of July last.

98 From the Coll. of Madura:- Return of Persons charged with Offences under Regulation IX of 1822 during the Month of July last.

99 From the Coll. of Madura:- Return of Persons suspended and dismissed under Regulation VI of 1831 for the Month of July last.

100 From the Coll. of Madras:- Requesting a further supply of 500 Salt. Rowannahs.

101 From the Acting Sal Coll. in Charge of Sargoor ----- Requesting a supply of 20000 Salt. Rowannahs.

Order

11040 Fort St. George 23d August 1847.

100-102 Order on the above mentioned Letters. Ordered to be despatched accordingly.

103 From the Collector of Nellore. Statement shewing the Quantity of Salt in store on account of the Chittagong Season for 1846-47 upto 15th August 1847.

104 From the Agent in the Hill Tracts of Arjan. Returning the Indent for Stationary &c. despatched for the year 1847 Ordered that the original Indent accompanying the above mentioned Letter be passed and transmitted to the Military Board.

105 Order thereon.

106 From the Acting Sub Collr. in Charge of Tanjore. Stating that no Persons have been charged or confined under Regulation IX of 1833 during the Month of July last.

" Walter Elliot Esq.

" A. Anderson

" Jno Cunningham

11043 Fort St. George — August 1847.

To,

The Collector of Chinglepute

4

To the Collector of Chinglepute

Sir,

In reference to my letter dated 13th May 1847 apprizing you of the despatch for the use of the Salt Department in your District, of certain measures recently made at the Mint, I am directed by the Board of Revenue to request you will report which measure has upon trial, been found best calculated for general introduction.

The Board request that until further orders the general sales of Salt in your District may be conducted as heretofore.

Revenue Board Office
Fort St. George
25th August 1847.

(Signed) D. White
Acting Secretary.

St.

Fort St. George 26th August 1847.

At a Meeting Present

Walter Elliot Esqre Acting Senior Member

Thursday 26th August 1847 —

A. Maclean Esqre Acting Second Member

and

J. Goldingham Esqre Acting Third Member

Minutes of the last Meeting

read and approved.

5

From the Sect. to Government granting authority for writing off in the Accounts of the Madras Collectorate the arrears of Quit Rent and Ground rent outstanding from Fasly 1215 to 1252 — Amounting to Rupees 8151 — 2 — 7 and calling for further information in regard to the Quit Rent on certain spots of Land.

Read the following Extract.

Extract from the Minutes of Consultation

Under date the 5th August 1847.

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

[Here enter 5th July 1847. No. 318]

Para 1.

Under the explanation furnished by the Board of Revenue in the foregoing Proceeding, and agreeably to the Recommendation conveyed in Para 11 the Most Noble the Governor in Council grants authority for writing off in the Accounts of the Madras Collectorate the arrears of Quit rent and Ground rent outstanding from fasly 1215 to 1252 amounting after the following deductions, to Rupees 8,151 - 2 - 7 Eight thousand One hundred and fifty one annas two and pice seven.

	No.	A	P
Quit rent on Houses in ruins & ca.	1670	16	6
Do. on Gardens partially cultivated	19	17	1
Do. on Lands remaining uncultivated	3048	15	10
	6636	15	5
Ground rent	1514	3	2
Total	8151	2	7

Fort St. George 26th August 1847.

Recoverable on No. 364 in Statement No. 1.

No. 1 ——— Rupees 4 — 10 — 8.

due on No. 399 ——— " 28 — 0 — 0

32 — 10 — 8

2. In regard to the Quit rent due on spots of land represented at the close of Statement No. 1 "not to be found", "it is observed that one of these spots has since been discovered and the Government demand ordered to be collected; the others with one exception, are included in the remission above authorized, but with respect to the future demand of these His Lordship in Council agrees with the Board that there are "no grounds for a remission of "a demand which full and complete enquiry may "hereafter discover, and from which the dues of Go: "vernment may then without difficulty be "realized as in the present instance".

3. His Lordship in Council referring to the numerous entries in this Statement of houses being in a ruined state "huts occupied by poor people and spots not found", desires to be informed of the means employed and the measures taken by the Collector for ascertaining the real circumstances relating to each property. He observes that the demand on No. 899 for 1811 and 1812 amounted to Rupees 28 or Rupees 14 per Annum, and as the land is to bear this assessment must be of some extent, he can scarcely suppose that it can remain undiscovered

undiscovered for any length of time. The lands of the Madras Collectorate whether taken up for Buildings, Gardens or cultivation are all held on Government grants or certificates which are registered in the Collector's Office and if the grant for — No. 399 contains, as all grants do, specifications of the boundaries, there would appear to be no difficulty in tracing it with the assistance of the Surveyor attached to the Collectorate; His Lordship in Council has therefore declined to remit the amount until satisfactory explanations on all the points just noticed is furnished.

4 Referring to the representation in para 5, His Lordship in Council would suggest for the consideration of the Board whether the Collector of Madras might not in some way aid the Merasidars of Pursewaukum in the recovery of the balances due to them by the Inam Diggers and thus realize the Government dues, or if this be not practicable, whether arrangements may not be made with the Merasidars for the transfer of their claims on the land to Government.

Para 12. 5 The detention of Balances for five years under the circumstances explained seems expedient, though as the Board observe it is not correct in principle and liable to abuse. Under any circumstances the indulgence should not be applied to spots not discovered.

6. His Lordship in Council is of opinion

opinion that there should be an annual scrutiny of the outstanding Balances of the Madras Collectorate and a report founded thereon to Government, shewing the steps adopted for ascertaining the accuracy of the Statements therein made. The Report should also be accompanied by Returns shewing with the other particulars now furnished, the names of the parties by whom the balances are due — — and the locality in which their grounds are situated.

(A true Extract)
(Signed) H. E. Montgomery
Secretary to Government.

To
The President and Members
of the
Board of Revenue

5-6

Resolution thereon;

Resolved that a copy of the foregoing Extract from Minutes of Consultation and of the Proceedings of the Board to which it is a reply, be communicated for the information and guidance of the Collector of Madras. Mr. Huddleston's particular attention is called to the orders now conveyed.

Read the following Resolutions.

7

From the Secy. to Government } Extract from the Minutes of Consultation dated 19th August.

From Board 12th August

Resolved that Beegum Bee be permitted to proceed to Mecca with the leave of absence for three years, and that the Collector of Masulipatam

Fort St. George 26th August 1817.

Masulipatam be authorized to pay her Stipend during her absence to her Vakeel Nawab Noormiya Begum on that individual furnishing adequate security for the refund of any sums that may be over-paid on her account.

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

7-8

Resolution thereon.

Resolved that a copy of the foregoing order of Government and of the Board's letter to which it refers be transmitted for the information and guidance of the Acting Collector of Masulipatam.

9

From the Sec.y to Government. } Extract from the Minutes of Consultation dated 19th August.

From Board 9th August

It is observed that no supply of copies of "Thornton's Gazetteer" in addition to those distributed in 1816 has been received. Should the number applied for in the foregoing letter be considered necessary, the Board of Revenue will submit their application for reference to the Honorable the Court of Directors.

(Signed) J. H. Thomas
Chief Secretary

9-10

Order thereon.

Ordered to be recorded.

Read the following letter

To,

Fort St. George 26th August 1817.

To,
D. White Esqre
Acting Secretary to the
Board of Revenue.
Fort St. George

11

From the Collr. of Rajahmundry. } Sir,

Dated 4th Augt. 1817.

I have the honor to forward copy of a letter addressed to me by Mr. H. Forbes Sub-collector wherein he requests me to procure the sanction of the Court for stopping the allowance of the Minor Proprietor of Palavaram for the purpose of forcing his Brother Street Veera Veeramah to send a Vakeel to the Sub Collector's Office to conduct certain suits in which she is Plaintiff - As not less than 150 persons are awaiting the result of these suits, and the Summahbundy Accounts are delayed in consequence, and the Sub Collector is engaged in business which cannot commence until be conducted at Gootaula. I beg to recommend that his suggestion may be favorably entertained by the Court, and that they will have the goodness to dispose of the question speedily. In the mean time the Sub Collector will use his efforts to effect a settlement of the matter without having recourse to the measure which he has recommended for adoption.

Rajahmundry District - - - - } (Signed) T. Prendergast
Samulcottah 9th August 1817. } Collector.

No. 1.

To Thomas Prendergast Esqre
Collector of Rajahmundry

Sir,

On the 6th of August 1817 I was

Fort St. George 26th. August 1817.

Sree Veera Vencamah mother of the Minor Proprietor of Palaveram addressed an arzee to me requesting that 25 Pootties of land liable to an Assessment of Rupees 3000 which she stated to have been improperly alienated as Enams by Guardians and Moonsiffs Yeas might be restored to the Estate.

2. At the same time she forwarded an account of 41 Pootties 8½ Toons of land which she stated to be improperly held as Enam by 76 persons

3. At the time of the Summah bundy and subsequently I have received complaints from 75 persons of their old Enam Lands having been resumed by the late Proprietor.

4. To enable me to investigate all these cases and finally dispose of them Sree Veera Vencamah was requested through the Guardian to the Minor to send to my Cutcherry some authorized Vakeel with the necessary accounts to support her claims and answer those made against the Estate

5. In reply she informed the Guardian that she had no one to send as her Vakeel, directed him to obstruct the proposed enquiry as much as possible, and to refuse to acknowledge any account and to put his name to no statement which however correct or true might be adverse to the interest of the Estate.

6. I then addressed Sree Veera Vencamah personally desiring that she would nominate the Minors Guardian or any trustworthy person as her Vakeel to enable me to conduct the enquiry and that she would state whether the

Fort St. George 26th. August 1817.

the accounts forwarded were all that were forthcoming connected with the disputed Enams

7. In reply Sree Veera Vencamah declined to nominate a Vakeel or to give any distinct reply concerning the Accounts, but expressed herself willing to give explanation on any cases the particulars of which might be forwarded to her.

8. It then became my duty to take measures which should oblige Sree Veera Vencamah to cease from thwarting my enquiries and I addressed a letter to you on the subject which I subsequently consented to withdraw on Sree Veera Vencamah's engaging immediately to nominate a Vakeel.

9. The Vakalutnamah by which he was [illegible] however when overlooked in my Office, proved to have been altered from the issued form the only needful words to have been omitted in the document, one which bound Sree Veera Vencamah to nothing.

10. I declined to receive the Vakalutnamah in such a form and Sree Veera Vencamah through the Minors Guardian deprecating my displeasure and engaging immediately to supply a document in proper form I again forbore to address you.

11. Sree Vakalutnamah came in due course, and I immediately commenced the enquiries when I was again obstructed by the Vakeel nominated by Sree Veera Vencamah denying

denying any knowledge whatever of the cases on which he was to give explanation and declaring to act as Vakeel.

12. The parties who have made complaints of the resumption of their Enams are to the number of 150 in attendance in my Office to their great inconvenience, and the Jamabundy accounts are at a stand pending the settlement of these questions.

13. It is obvious that in such a ... number of enquiries, constant reference must be had to the accounts of the Estate, and those that I have seen are in such confusion, that the actual presence of some one authorized to explain them, can alone enable the enquiry to proceed and the reference to herself proposed by Sree Veera Vencamah would probably cause prolong to several months the investigation of every case.

14. Sree Veera Venkamah declining first to nominate a Vakeel even to prosecute her own suits leads to the supposition that her case is weak, and her whole subsequent conduct shews that delay is the object aimed at, but as this entails great inconvenience on the public business, and great injustice on various parties, it is necessary that it should be immediately checked.

15. Sree Veera Venkamah's position as a female prevents my demanding her attendance in person, and as the only resource left to enable me to carry on the duties of my Office in respect of these complaints, I have the honor to request that you will consider the propriety of obtaining the sanction of the Court of Wards for withholding the Minor Proprietors Monthly allowance until Sree Veera Vencamah shall send a duly authorized and qualified Vakeel, with all the requisite accounts, to maintain her own Suits and answer the complaints of others.

16. As the Jamabundy accounts will be delayed until it is settled whether the lands in question are Enams or not, I would further request that orders on the subject should be passed at an early date.

Rajahmundry 4th. August 1847.

[Signed] W. Forbes
Sub Collector.

[True Copy]
[Signed] T. Prendergast
Collector.

11-12

Proceedings thereon. 1. By the foregoing correspondence it appears that the Mother of the Minor Proprietor of Polavaram has requested that 25 Pootties of lands liable to an assessment of Rupees 3000 which she states to have been improperly alienated as Enams by ...

Cuttums.

11034

Fort St. George 26th August 1847.

Cumnums and Moonsiffs Vce might be restored to the Estate and that at the same time she has forwarded an account of 41 Pootties 8 p Tooms of Land which she stated to be improperly held as Enam by 76 Persons. It was clearly her duty, therefore, to comply with the requisition of the Sub Collector and deputed a competent Vakeel to enable him to prosecute the enquiry. Having neglected to do so the Sub Collector would, in the opinion of the Board, have been justified in dismissing the complaints as unworthy of further notice. It does not appear by the letter above quoted whether the lands alleged to have been alienated by the Cumnums have been appropriated to their own enjoyment or to other purposes. The Board will be glad to receive further information upon this point

2. In regard to the complaint received from numerous persons of their old enam lands having been resumed by the late Proprietor the Board consider that the contumacy of the Brother of the Minor should not be allowed to impede the enquiry which might be carried out in a preliminary form so far as in the Collectors opinion may be necessary to satisfy himself whether it be competent or expedient for the Government to interfere in the matter.

Read the following

Statement.

Statement

11035

13

Fort St. George, 25th August 1847.

Statement Shewing the Quantity of Salt in mentioned Store and ready for exportation at the undermentioned Out Stations on the 15th & 31st August 1847.

Out Stations	Quantity of Salt lodged in the Store	Quantity actually in Store and ready for exportation	Remarks.
Pulicat	5,000 Candies	5,000 Candies	
Sadras	5,000 "	5,000 "	
Covelong	5,000 "	5,000 "	
Total	15,000 "	15,000 "	

Coringa. None.

T. Prendergast
Collector

Ordered to be recorded.

Read.

Rajahmundry District

Examined 15th August 1847.

Orders thereon.

13-14

11056

Fort St. George 26th August 1847.

Read the following letter.

To,

Daniel White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

15

From the Collector of Guntoor — Sirl. Paras.

Forwarding a Hookroonnamah of the Revenue duties of Samuldars in the Native language with translation as required in the Board's Proceedings of the 10th June 1847

I have the honor to acknowledge the receipt on the 25th June of the Board's Proceedings of the 10th of that Month forwarding a Memorandum of the Revenue duties of Hauskoons with instructions to prepare a Hookroonnamah in the Native language with Translation pointing out the specific duties required of them in this District.

2. Accordingly send herewith a Tellegoo Hookroonnamah with translations.

3. In this District the Offices in question are styled Samuldars. They have charge from 11 to 24 Villages called a Mootah and are paid at the rates of 10, 12 and 15 Rupees. With the exception of Police Authority their duties are, within their charge, nearly the same as those of the Tahsildars, and may be classed under the General heads of Land Revenue. Motorpha. Maramut. General administration and Intelligence. For nearly all these branches of duty particular instructions and rules have been circulated for the guidance of the Tahsildars and the Samuldars furnished with Copies of them as far as needful.

The

11057

Fort St. George 26th August 1847.

The Hookroonnamah now drafted embodies the substance of these instructions, with a few other matters that have suggested themselves.

1. With reference to the 2d Para of the Board's Proceedings I have to observe that as far as I know Samuldaries have not often been promoted in this District, apparently because this Office is a good school for acquiring a ready and practical acquaintance with all the detail of Revenue Management, it is to be feared that it also affords great temptations to become versed in the intrigues and corruption of the Hurumums while there is neither the same opportunity for the Collector personally to observe the Character and conduct of individuals, nor to habituate them to sound and just principles of action as there is in the case of the Wagoor Servants. The instructions of the Board will be kept in view and adhered to as far as practicable.

Guntoor Collector's Cutcherry 18th August 1847.

Signed H. Stokes
Collector

No. 1.

Translation.

Draft of a Hookroonnamah pointing out the specific duties of Samuldars in the Guntoor Collectorate.

Revenue.

1st. The Samuldar may have his residence at the principal or central Village of his charge which will be selected by the Tahsildar and reported to the Wagoor. But he should divide his time pretty

much

Fort St. George 26th August 1847.

much among the several Villages.

2nd Samuldars are not to have charge of Villages in which they possess lands or family connexions.

Land Revenue Cultivation. 3d In the beginning of the season in the Months of April and May the Samuldars should visit each Village in his Mootah, and in conjunction with the Thurnums and Head ryots allot unoccupied fields to all who are willing and able to Cultivate them taking care that the same extent, Turzum, and Sist are entered for the field as was entered in the accounts when it was last occupied. If any difference is discovered he should report it to the Tahsildar. If (Twgutty) or progressively increasing Sist is allowable under the rules of the Cowlnamah the Samuldars should recommend it, and it should be specified in the engagement taken from the ryot. but in every such case he should make an immediate report to the Tahsildar, who alone is authorized to grant remission of Sist or Cowle. The ryot will then sign Kararnamah and this will be entered in a book as directed in Para 10 of the Circular order No. 2 dated 9th September 1846. The Samuldars is prohibited from allowing or promising reductions of the old Sist to any ryot or from giving land to Payacaries on more favorable terms than to the Villagers. No new land is to be taken up on shaving tenure not

Fort St. George 26th August 1847.

nor is rundra to be allowed or any land hereafter occupied.

4th Should any lands have been thrown up through the death or departure of Ryots the Samuldar should endeavour to find ryots willing to occupy them. Should any ryots desire to throw up part of their farm, the Samuldar will refer the case to the Tahsildar, who will act according to the principles laid down in the Circular order of the 30th June 1847. The Samuldar will take strict care that parts of fields not entered in the accounts are neither occupied nor relinquished, and also that in no case land be taken up or relinquished under such circumstances as will prevent the rest of the land from being conveniently Cultivated. The Samuldar will also see that the existing boundaries of fields are not altered, obliterated or encroached upon. No land is allowed to be transferred in the accounts from one name to another without the prescribed document from both parties, unless under special permission from the Kurgoor.

Dittum 5th If there be a combination in a Village to throw up lands for the purpose of obtaining better terms, the Samuldar is to do all he can to prevent it. Failing, he is to report it to the Tahsildar. He should endeavour to get the Dittum account prescribed in Para 10 of the Circular order No. 2 dated 9th September 1846.

1846. signed before the end of July by which time he should forward it to the Tahsildar with a report of all cases which he has not been able to settle himself.—

6.— If a proposal is received to cultivate part of a field which is too large for one plough, the Samutdar may cause a division to be made into suitable portions, which should be measured off by the Samutdar in presence of the Fluvenums and Villagers and the measurement should be reported at the time to the Tahsildar. The division should be as far as possible by straight lines passing through the several qualities of soil so as equally to apportion them. The division should be numbered as 1-2 or 3 &c. of the number of the field and should be permanently marked by banks as well as stones.

Wet Cultivation 7.— So soon as any tank has received a suitable supply of water, the Samutdar should exert himself to secure the full extent of wet-cultivation under it, adjusting as far as he can according to equity and the usage of the Village any dispute that may arise so as to remove in time all obstructions in the way of Cultivation. In some cases wet cultivation is disliked by the Ryots on account of its extra trouble. The Samutdar should endeavour to overcome this dislike by reasons. where Tuccavy is necessary, he should

should give timely notice of the want of it to the Tahsildar.—

Report on Season 8.— The Samutdar will make a report (called Pundrawandah report) every fortnight on the state of the season as directed in Circular order No. 16 dated 22d October 1845, wherein he is to specify the progress of ploughing and sowing of the several kinds of crops, the condition of crops already sown, the quantity of water in the tanks and Channels, the presence or absence of blight and insects and all other particulars favorable or unfavorable bearing upon the state and prospects of the harvest and resevenue.—

Cultivation return 9.— The Samutdar should take care that a return should be given in by the Fluvenums every 10 days the day after the last report of the extent of land ploughed and sown, in the form sent with the Circular order dated 16th October 1845 and he should prepare for his Mootah an abstract of these Returns and forward it to the Tahsildar within 3 days.

Examination of Fields 10.— As soon as the sowing is over, but in no case later than the 1st October in Western, and 1st November in eastern Taluks, the Samutdar is to commence the number Tenakky or examination of fields in consecutive order according to the instructions given in the Circular order No. 10 of 1846, in which he should inspect, in Company with the Ryots, every field from No. 1 to last Number, and enter in a Book which will be furnished for the purpose, whether each field be waste, ploughed, or sown, and the nature of the crop and whether it be Shery or Enam, with the name of the Cultivator, he should look carefully

at

at lands said to be Enam, whether any change of boundaries &c. has been made regarding them. The Samutdar is strictly prohibited from making first rough Notes and filling up the book afterwards. the Book should be filled up on the spot, as soon as each Village is finished, the Book should be sent to the Taluk Cutcherry.

11. He should at the same time record and report to the Tahsildar for immediate attention all unauthorized alterations and obliterations of boundaries and all encroachments. He is not to measure fields unless he has some special grounds for suspecting frauds, in which case, he should report the circumstance immediately to the Tahsildar.

Estimates of Produce.

12. The Samutdar is to be careful to take timely estimates of the sharing produce wet or dry, as soon as it is ready, also of the produce of Circar Topes, and he should arrange before hand so that other duties may not interfere with the punctual discharge of this at the proper time. he is also to see that the Village watchers, Nautch and Vetty people preserve such produce from being pilfered.

13. He should take all possible pains to obtain an early settlement of the Poollary rent of the whole Village according to the Circular order of 7th June 1847. reporting from time to time to the Tahsildar and following his instructions.

14. In some eastern Villages it is the duty

duty of the Samutdar to measure annually Garden cultivation and pasture land. In such cases, this should not be delayed beyond January.

Settlement.

15. The Samutdar should attend during the Bugoor Jamabundy and be responsible for the presence of the ryots of his Mootah with the Shrotriums, and heads of Villages with their receipt books, and during the distribution of Cowles, he should be prepared with information on any subject regarding which complaints or disputes are made.

Collections.

16. Samutdars are prohibited from interfering with the cutting or threshing of any but sharing crops. They should report early to the Tahsildar any case in which they have good reason to suspect that a Ryot may not be trusted with his produce in order that security may be taken from him and his operations not interfered with. They are not to commence the collections before the time specified in the Kistbundy and a time should be fixed for each Village, by which the Collections of each Month are to be remitted to the Taluk Cutcherry.

17. The Samutdar is to see that the stated amount of Kists are punctually collected, entered in the Village books, and Ryots receipt books, and remitted at once to the Taluk.

18. He is to see that no extra or unauthorized collections are made in the Village by the Shrotriums or head ryots.

The

Fort St. George 26th August 1847

19- The Samuldar will keep a book called Khata in which he will enter on the right page for each Village for land revenue and Motarpha the demand, Current and arrears for each fusly, and Head (Fusly wise Banbetwar) and on the left page, the Collections on account of the same specifying the Amount for each date, and at the end of every year he should close this account by adding up the Collections, and shewing the balance carried on to the ensuing year under each fusly and Head; and he should as often as possible compare his accounts of Collections with the Statements of the Ryots, and the entries in their receipt books. If any difference be found, he should immediately get in writing the Kurnum's explanation and forward it to the Tahsildar. He should also compare the Kurnums Hirdy Books with the receipt books, and correct the receipt books if any payment has been omitted, and should enter in a book for that purpose the particulars of any further discrepancy that may be found.

Motarpha. 20- The Kurnums are to give immediate information to the Samuldar of all persons who have newly become liable to Motarpha, and also of all who have ceased to be liable thro' death, departure, or giving up their calling. The Samuldars will by his own enquiries verify these reports, and forward them with his own opinion to the Tahsildar for settlement. He should keep a record of

Fort St. George 26th August 1847.

of his remarks in such cases where Motarpha ryots are said to have moved from one Village to another, the Samuldar should ascertain if in his charge, if not, to request the Tahsildar to ascertain whether there is a corresponding entry made in the accounts of that Village.

21- Samuldars should correctly count at the proper season sheep and Goats, where Motarpha is paid on their number. If shepherds propose removing to another Village, they should obtain a certificate from the Samuldar of the number of his cattle, which he should shew to the Samuldar of the Village, where he goes, and who will have them immediately counted and any difference reported.

22- The Samuldar should be vigilant in times of heavy rain or gales of wind in looking after channels, Tanks, bridges, and other Marahmut works, taking all possible precautionary measures for their preservation, and collecting the ryots to stop with sham bushes &c. any breach that may occur.

23- Samuldars should correctly ascertain and register the number of Tank diggers, and available Cattles in their charge, and collect them when necessary for Mahramut works. They are also to superintend and report upon the progress of such works as may be assigned to them by the Tahsildars.

24- The Samuldar should ascertain that the standing Rules are attended to for the preservation of all established Roads, ways, and foot paths, not allowing the ryots to

plough

Fort St. George 26th August 1847.

plough them over. He should also prevent the unauthorized enclosure or occupation of public ground in Village sites.

25. The Samuldar will enter in a book daily where and how he is employed.

26. He will also keep Copies of his correspondence with the Tahsildar and Villagers and Revenues.

27. The Samuldar will assist under the instructions of the Tahsildar in supplying Troops &c. passing through his Moottah. He will also keep a correct Register of the number of Bandies, Carriage Bullocks, palanqueen bearers, and Coolies procurable in his Village.

28. The Samuldar should promptly and fully cause all proclamations and notifications to be published by beat of tom-tom in each Village and affixed to the Village Choultry.

29. The Samuldar should instantly report to the Tahsildars all Murders, Robberies Thefts, discoveries of Dead bodies, or other notable events in his charge.

30. The Samuldar should bring to the notice of the Tahsildar all neglect or omissions of duty on the part of Heads of Villages, Peons, Motaulds or other Police Servants which may come to his Knowledge.

31. On leaving his Moottah the Samuldar is to deliver over the records in his charge with

Fort St. George 26th August 1847.

with a list in duplicate, of which one is to be kept with him, and one with his successor.

(True translation)
/ Signed H. Stokes
Collector.

(15-16)

Order thereon.

Ordered to lie on the table.

Read the following letters.

To D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(17)

From the Agent to the Governor in Kurnool

Sir,

I have the honor to acknowledge the receipt of Six volumes forming a complete copy of Thornton's History of India, the despatch of which by Bangby was intimated in your letter of the 5th Instant.

Kurnool
19th August 1847.

/ Signed W. D. Phillips
Agent to the Governor

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

(18)

From the Collr of Madura

Sir.

I have the honor to acknowledge the receipt of the 6 Volumes of Thornton's History of the British Empire in India according to your Circular letter of advice of the 5th Instant.

Madura
17th August 1847.

/ Signed R. D. Parker
Collector

To

Fort St. George 26th August 1847.

plough them over. He should also prevent the unauthorized enclosures or occupation of public ground in Village sites.

25. The Samuttdar will enter in a book daily where and how he is employed.

26. He will also keep Copies of his correspondence with the Taksildar and Villagers and Kurnums.

27. The Samuttdar will assist under the instructions of the Taksildar in supplying Troops &c. passing through his Mootah. He will also keep a correct Register of the number of Bandies, Carriage Bullocks palanqueen bearers, and Coolies procurable in his Villages.

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Fort St. George 26th August 1847.

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(True translation)
(Signed) W. Stokes
Collector.

(15-16)

Order thereon.

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Read the following letters.

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Acting Secretary to the
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Madura
17th August 1847.

(Signed) R. D. Parker
Collector

To

Fort St. George 26th August 1847.

To,

D. White Esqre

Acting Secretary to the
Board of Revenue
Fort St. George

(19)

From the Pt. Coll. Sir,
of Coimbatore

I have the honor to acknowledge the Board's Circular of the 5th Instant, and to acquaint you that the Sixth Volume of Thornton's History thereunto alluded to has been duly received at my Office.

Coimbatore
August 18th 1847

/Signed/ I. C. Wroughton
Principal Collector

Order on the 3 foregoing letters.

(17-20)

Ordered to be recorded.
Read the following letter

To,

D. White Esqre

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

(21)

From the Coll. of
South Arcot

Sir,

I have the honor to return the Petition* of one Valayoda Pillay of Heeranoor and Poodoo Roody in Cullacoorchy Pollam received with your letter of the 7th June 1847, to state that the subject therein complained of has already been enquired into by the Acting Joint Magistrate, and a copy of his report, submitted by me to the Court of Fouzdaree Adalut as required by them.

In

*Ft. St. 818 of 1847

7th June 1847

29th May 1845

Fort St. George 26th August 1847.

In submitting a copy of the 2 report above alluded to, for the information of the Board, they will observe the complaint to be of a Police nature, with which they have in general declined to interfere as not falling within their cognizance.

South Arcot
Collectors Cutchery
Cuddalore
20th August 1847

/Signed/ W. D. Davis
Collector

No. 1.

To,

W. D. Davis Esqre

Magistrate of South Arcot.

Sir,

I have the honor to forward the proceedings held by me consequent upon instructions conveyed in your letters of 27th March and 22d Ultimo the Statements of the persons constituting the summary enquiry made by the Sessions Court, are not borne out by the evidence taken before me, nor does any sufficient reason appear to shew that enmity exists between Valayedapillay and the Head of Police.

The festivities having been confined at the Cutcherry at a time when the Village was crowded with ryots from all parts of the Talook, it does not appear probable that they could have been ill treated in the manner described without the fact being generally well known

whereas

Fort St. George 26th August 1847

whereas it is only partially deposed to by parties whose testimony cannot be trusted.—

Having visited the premises of complainant and from the general enquiries made on the spot I have no reason to suppose that the Robbery was not committed or to think the case originated in a plot.—

The lengthened period of confinement endured by the prisoners not having been concealed, and appearing distinctly from the remarks attached to the Calender transmitted it also appears from the record that the 1st Prisoner Munnathen confessed immediately on being brought before the Moonsiff and the 2nd Prisoner Vesunathaodian 11 days subsequently in open Cutcherry before the Tenentadar against whom no charge is advanced.—

Vide deposition of Head of Police taken under date 20th Instant

The Head of Police having at the time been engaged in the investigation of a murder case of an intricate nature the reasons assigned for delay do not appear to me altogether unsatisfactory.—

South Arcot Joint Magistrates Office Bowneyherry 29th May 1848

Signed H. Wood
Acting Joint Magistrate

True Copy

Signed W. D. Davis
Collector

Resolved

Fort St. George 26th August 1847.

Resolution thereon (21-22)

Resolved that the following Endorsement be passed on Petition No. 818 of 1847

The Board of Revenue having ascertained by a reference to the Collector that the subject matter of this Petition is of a Police nature, the Petitioner is informed that the Board cannot interfere in the case.—

Read the following letter.—

To D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(23)

From Clement Dale Esqre
Honble Company's Solicitor

Sir

I have the honor to acknowledge the receipt of your letter of the 2nd instant with the accompanying papers and will thank you to inform me whether it be wished that the Draft Lease as altered should be now engrossed in Duplicate for the execution of the Parties or whether it be wished that a fair Draft should be made for the purpose of being submitted to Messrs Richmond and Merrick for their approval.—

Madras 5th August 1847

Signed Clement Dale
Honble Comp's Solicitor

Ordered that the following letter be sent in reply.—

(23-24)

To the Honble Company's Solicitor

To The Honble Company's Solicitor

Sir

I am directed by the Board of Revenue to acknowledge the receipt of your letter dated

Fort St George 26th August 1847

dated 5th Instant and to inform you in reply, of their wish that a fair draft should be made of the Lease in question for the purpose of being submitted to Messrs Richmond and Herrick, for their approval before it is engrossed for the execution of the parties—

Revenue Board Office
Fort St George
26th August 1847

Signed D. White
Acting Secretary

Read the following letter

To
The President and Members
of the
Board of Revenue

Gentlemen

25

From Mr F. W. Vaiter
Madras

Submitting Copy of a correspondence with the Acting Collector of Chingleput on the subject of his application to that Officer for a Permanent Coodie or Lease of the Village of Kundarmadum in the Nuger Talooke of that District and soliciting that if his offer be deemed objectionable he may be allowed to qualify it by requesting a Lease of 14 years—

I take the liberty to submit for the orders of your Board, copy of a correspondence with Mr. Maltby the Acting Collector of Chingleput

To Acting Collector of Chingleput 17th February 1847
Memorandum from Mr F. to Mr
To Do 10th April 1847

on the subject of my application to that Office for a permanent Coodie or Lease of the lands comprising the Village of Kundarmadum in the Nuger Talooke of that District—

2 In laying this correspondence before your Board I think it due to myself to explain that I am compelled to address you direct as I have not yet received from Mr. Maltby a reply to my last communication dated so far back as 10th April last, and conclude therefore that he does not intend to favor me with one but to pass a tacit negative on the

Fort St George 26th August 1847.

the application, leaving it optional to me to address your Board or not as I may think proper—I accordingly avail myself of this privilege after a lapse of four Months during which period I request to say I have been obliged to suspend all my projected improvements for the irrigation of the lands of the Village as well as the arrangements I had in view for locating Cultivators on the spot and re-establishing the Village—

3 The Fusly has now closed and it is important to my interests that I should be made acquainted at an early period with the determination of your Board on the subject of my present reference I have therefore to solicit the favor of an early communication of the terms on which I can be permitted to hold the lands and carry on the cultivation which it is to be observed will eventually should circumstances permit, embrace the more valuable products of Cotton and Sugar—

4 I would beg the attention of the Board to my letter to Mr. Maltby dated 17th February last in which the object of my application and the grounds on which it was urged are fully set forth—I deem it therefore unnecessary to repeat them in this place, but would observe that Mr. A. Maclean the late Collector of Chingleput, who appears to be well acquainted with the resources of the Village and the slender means of irrigation

it

it possesses formed a very just Estimate of them in accepting of the late Mr. Stephens tender of 52 Rupees per annum on an annual lease, being equivalent to the permanent Beriz according to the original Settlement. In my first application to Mr. Mattby I offered the same amount but requested a permanent Lease but that Gentleman did not consider the terms would be acceptable on the grounds that the renting System has been discontinued and that a survey Assessment had been introduced by which the Beriz of the entire Village has been fixed at Rupees 748 3 6 It will be obvious to your Board from the results given in that and by subsequent letter to Mr. Mattby that the Assessment fixed by the Survey is fallacious and estimate of the capabilities of the Soil and that your Board may discover by a personal inspection of the lands the Village being situated only a few miles from Calicut. It can scarcely be supposed that while the Government rarely obtained during the last 25 years the amount of the permanent Beriz Viz. Rupees 53 3 6 but had on an average realized less than that sum, it would be probable under a different mode of Settlement to obtain a Revenue so considerably far exceeding both the amount originally fixed and that realized in the most favorable seasons. It will also appear and I trust convincingly so that in the very condition in which the Village has been for these many years thrown, there is very little likelihood of the Cultivation which has been and is still very limited ever producing so much as even one fifteenth of

of the assessment calculated by the survey and it would be vain to expect that the cultivation will ever be extended much beyond what it has hitherto been unless the means of irrigation are amply provided, the Soil improved, and the Village re-established. These improvements will require some outlay and can only be undertaken with benefit to the Capitalist by securing to him permanently the enjoyment of the returns accruing from such improvements without any increased demand on that account.

5 I have however ventured in my second communication to Mr. Mattby to meet the objections expressed by that Gentleman in respect of my offer and tendered the sum of one hundred and ten (110) Rupees (being more than double the permanent Beriz at which the Village was rated when attached to the Moolah of Peralymbankum) in the confident expectation that so reasonable an offer would be readily accepted, as tending to the immediate advantage of Government, but I have been disappointed at Mr. Mattby's silence on this proposition. I therefore beg to apply to your Board to take it into consideration, and to recommend it for the sanction of Government should their authority be necessary to the measure. The object of a permanent Lease, I need scarcely add was to guarantee to me the continuance of the rent on the terms now offered, Viz. One hundred and ten Rupees per Annum, and to secure me against any

Fort St. George 26th August 1847

any additional impost either for extended cultiva-
tion or for raising the more valuable products -
such as Cotton Sugar the Teak timber &c. But should
this be considered objectionable, I would beg to
qualify my tender by soliciting a lease for fourteen
years certain, renewable every seven years -

Begging you will pardon the liberty
of this address, and relying on your favorable
consideration of the subject of my application -

Madras
18th August 1847 } Signed J. W. Nailer

To
C. Maltby Esqre
Acting Collector of Chingleput

Sir,

As I now possess the sole interest
in the lands which form the whole extent of the
late Village of Sedarsinadurre in the Nayer Talook
of the Chingleput District, I beg to address you
on the subject and to submit the following circum-
stances for your consideration, in the hope that
you will afford me every encouragement which
you may consider the undertaking to deserve -

The Village in question comprises
exclusive of Poramboke, 322 Cawnies of arable
land being 298 Cawnies of Punjah and 24
Cawnies of Poonjah For the Cultivation of the
Punjah the means of irrigation are not
always available, consequently only a very small
portion of that extent has ever been brought
under cultivation, the remainder being left
waste

Fort St. George 26th August 1847

waste - There is no longer a Village on the lands,
the inhabitants having deserted the place some
years ago in consequence of the frequent visi-
tation of epidemic diseases which gave it the
character of a most unhealthy locality and
discouraged the people from settling there -

It will be seen on reference to the annexed
statement that the average of the collections
from the Village for 12 years, viz. from Fasly 1232
to 1244 amounted to only Rupees 35-10-7 while
the present Beriz is but Rupees 53-3-6 the
consideration of which the late Collector of Chingleput
Mr. Maclean, was induced to accept the offer of
Rupees 54 being a trifle above the fixed Beriz
made by the late Mr. R. W. Hoppen for the
rent of the Village on an annual lease, as
shewn in the correspondence noted in the
Margen -

From Mr. Hoppen
to Collector of
Chingleput 15th July 1845
To D. 13th Augt "
From D. 20th " "

As I am now the sole renter as well as
the proprietor of the Meerassy rights in the Village
I am desirous of improving the source and
means of irrigation and thereby reclaiming a
great portion of the waste and also of
encouraging parties by the offer of liberal terms
to settle on the lands - But as these measures
will entail a heavy outlay which will not be
repaid until the lapse of some years, I feel
I have no sufficient guarantee for the continuance
of the rent on the same terms, on which the

late

Fort St. George 26th August 1847.

late Mr. Messpen held it from year to year at the pleasure of the local authorities. Should you consider the object I have in view worthy of encouragement, I beg to solicit the favor of your obtaining for me a Government Grant for the Village on a permanent lease of Fifty four (54.) Rupees per annum. This sum it will be observed, was paid by Mr. Messpen for a period of 5 years or from Fusly 1244 to 1248, and that during the 13 years above referred to the Collections from the Village did not exceed that amount except in two instances, Viz.t, Fuslies 1232 and 1239; and in Fuslies 1235 and 1236 they were so low as 3. Rupees, while in 1242 the Government [illegible] no Revenue whatever. During the period subsequently to Fusly 1248, the Collection fell short of the permanent Beriz except in two instances when they slightly exceeded it. In the last year (1255) the revenue amounted to only Rupees 11 — and the average of the last 11 Fuslies is no more than Rupees 45 7 —; if the preceding 13 years were included in the computation the average would be still less, Viz.t Rupees 40 2 1. Thus it will appear that the lands of the Village have undergone no improvement whatever although susceptible of it, and that the Government have not obtained during a period of 24 years, even the amount of the permanent Beriz. These circumstances have therefore induced me to submit for your consideration and approval the proposition now made especially as a grant of the

Fort St. George 26th August 1847.

the description I seek to obtain will not only secure me against any additional demand under the District Rules for increased cultivation and for the growth of the more valuable products but also give the Ryots and others confidence in the permanency of my engagements, and will above all enable me to carry out my arrangements with every prospect of success, and at the same time secure to Government the permanent Beriz according to the original settlement.

Madras 17th February 1847. } (Signed) T. W. Nailer

Fusly 1232	Rs.	61	—	—	Fusly 1245	Rs.	54	—	—
" 1233	"	42	—	—	" 1246	"	54	—	—
" 1234	"	25	—	—	" 1247	"	54	—	—
" 1235	"	3	—	—	" 1248	"	54	—	—
" 1236	"	3	—	—	" 1249	"	31	4	—
" 1237	"	20	—	—	" 1250	"	68	2	3
" 1238	"	40	—	—	" 1251	"	55	1	5
" 1239	"	106	8	—	" 1252	"	43	7	—
" 1240	"	42	—	—	" 1253	"	23	5	2
" 1241	"	45	8	—	" 1254	"	51	13	11
" 1242	"	—	—	—	" 1255	"	11	—	—
" 1243	"	21	12	—	Fuslies 11	Rs.	499	12	9
" 1244	"	54	—	—					
Fuslies 13	Rs.	463	12	—					
Fuslies 13	Rs.	463	12	—					
Fuslies 11	"	499	12	9					
Fuslies 24	"	963	8	9	Average Rupees 40 2 1 each Fusly				

Average Rupees 45 7 —

No. 26. Mr. T. W. Nailer is informed in reply to his letter of the 17th Instant that a Survey field assessment having been fixed on the lands of the Village of

Fort St George 26th August 1847.

of Audanniadam the renting System ceased in Fusly 1249 and the annual demand has since been settled on the extent of actual cultivation. The assessment of the entire Village amounts to Rupees 748-3-9 and that of the Cultivated portion to Rupees 117-2-8 the highest rate for Nunjah land being Rupees 3-15-- per Cawney. The terms offered by Mr Kaiser for obtaining a permanent Grant would not therefore be considered acceptable even if it was usual to rent out any Village in which a Survey assessment has been introduced.

Chingleput District
Collectors Cutcherry
Pullecanney 22d February 1847.

Signed E. Maltby
Acting Collector

To
E. Maltby Esqre
Acting Collector of Chingleput

Sir,

I regret that circumstances have prevented me from earlier perfecting upon your consideration the subject of my application of 17th February last for the lease of the Village of Audanniadum in the Nayan Pattook of your District your reply of the 22d of the same Month has induced me to the belief that notwithstanding the objection urged to the lease of the Village consequent on the discontinuance of the renting System and the introduction of the survey Field Assessment, an objection which I had anticipated when I made my application there would as regards the measure itself

Fort St George 26th August 1847.

itself which has for its object the improvement of the Village be no material objection to the acceptance of my proposal provided more favorable terms were offered by me for a permanent lease. I am confirmed in this belief by the Government having as I understand come forward in a few instances to encourage the outlay of private capital on the improvement of lands of greater extent than embraced in my application and also on the cultivation of the more valuable products for the Europe Market. In the instances referred to leases for a period sufficiently long to ensure a profitable return of the outlay have been liberally granted by Government I would therefore humbly hope that a similar favor will be extended to me having as I trust already satisfactorily shewn that the Village mentioned in my application is on a very depressed condition, that the cultivation has been and is still very limitted, and that the lands are not likely to yield on an average 1/6 of the assessment of the entire Village which is stated to amount to Rupees 748-3-9--

I would here beg to observe that the assessment of the cultivated portion which is stated to amount to Rupees 117-2-8 has not been realized in any one year since Fusly 1232 and that with

with the exception of Fusly 1239 when the Revenue was Rupees 106-8-- it never amounted to Rupees 70 from the former to the present period, while the average of the whole 24 years is only Rupees 40-2-4- In the current Fusly the Revenue has slightly exceeded the average it being Rupees 47-11-1

I beg therefore that in a consideration of the foregoing circumstances you will do me the favor to recommend to the Board of Revenue my application for a lease of the Village in question on an annual payment of One hundred and ten (110) Rupees which I now venture to offer a Sum more than double the permanent Rent at which the Village was rated when attached to the Zemindary of Peraly umbaukum Viz.= Rupees 53-3-6 and which I trust will be deemed reasonable and acceptable not merely with reference to the immediate benefit of the undertaking but the more remote one of improving the means of irrigation, and thereby the resources of the Village.

Madras, 10th April 1847.

(Signed) J. W. Nuelet

Resolution thereon.

25-26 Chinglepat be requested to report at an early date upon the State and capabilities of the Village which forms the Subject of the foregoing letter.

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

From the Collector of Vizagapatam.

27 Statement of Extra charges incurred under Estimates for the Salt Department for Fusly

Fusly 1255-

28 From the Collector of Rajahmundry- Statement of Tuccavy advances proposed to be made for Fusly 1257-

29 From the Acting Collector of Masulipatam- Statement of Sums proposed to be disbursed during Fusly 1257-

30 From the Collector of Guntoor- Estimate of Sums proposed to be advanced for cultivation in the purchased Zemindary Estates for Fusly 1257-

31 From the Collector of Guntoor- Estimate of Sums proposed to be advanced for cultivation in the Palnaud-

32 From the Collector of Bellary- Supplemental Estimate of Extra Charges proposed to be incurred for Fusly 1257-

33 From the Collector of South Arcot- Statement of Tuccavy proposed to be made for Fusly 1257-

34 From the Collector of Malabar- Revised Statement of charges incurred without Estimate in the Magistrate's Department for Fusly 1255-

27-35 Order on the 8 abovementioned Statements. Ordered that the necessary remarks of the Board be inserted in the proper Column of the abovementioned Statements and be submitted for the sanction of Government-

Read the undermentioned Statements-

36 From the Acting Collector of Masulipatam- Statement of actual Charges incurred under Estimate for Fusly

37 Fasly 1255.

From the Collector of Guntoor. Statement of Contingent Charges incurred for the Quarter ending 30th June last.

38

From the Collector of Cuddapah. Estimate of Extra Charges proposed to be incurred Fasly 1257.

39

From the Collector of Salem. Statement of Contingent Charges incurred for the Quarter ending 30th June last.

36-40

Resolution on the 4 abovementioned Statements. Resolved that the necessary orders be passed.

Read the undermentioned Statements.

41

From the acting Collector of Masulipatam. } Forwarding a Statement of Salt sold for the Quarter ending 31st July last.

42

From the Collector of Malabar. Comparative Statement of Salt sold for Home and Inland consumption for the Quarter ending 31st July last.

41-43

Order on the 2 abovementioned Statements. Ordered to be recorded.

Resolved that the following Circular be despatched.

Circular

Sir

44

To all the Collectors.

Requesting to explain the course followed in taking Security from Public Officers and desiring to be furnished with a list of all

The attention of the Board of Revenue having been directed to an apparent disparity in the System of taking Security from Public Servants in the several Districts under this Presidency. I am directed with reference to the Proceedings dated the 27th May 1847, to request that

all Servants and their Situations from whom Security is usually taken but which might be dispensed with.

that you will explain the course followed in your District in this respect, and Specify the various descriptions of Officers in the Service of Government from whom it is customary to require Security for the faithful discharge of the duties confided to them, the nature and amount of the Security demanded whether for personal appearance only or otherwise and also whether such amount is regulated with reference merely to the Salary of the Office, or the duties and responsibilities of his Office, and if to the former in what manner the relative proportion is fixed.

The Board moreover wish

2

to be informed, if in your power to furnish the information, on what terms Security is generally procurable in your District when obtained from Merchants or others empledging their property on behalf of public Servants entering into Security with Government.

3 The Board desire also to have before them a List of all Servants and their

their situations on whom it is customary to call for security, and from whom it is possible in your opinion to dispense with so heavy a demand on their Salaries.-

Revenue Board Office,
Fort St George,
26th August 1847. - - -

(Signed) D White
At Secretary

Received the undermentioned Miscellaneous letters and Statements.-

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

45-46 Order thereon. Ordered to be supplied accordingly.-

47 From the Collector of Bellary. Abstract of Demand Collection and Balance from 1st to 11th July last.-

48 From the Collector of Nellore. Abstract of Demand Collection and Balance from 1st to 11th July last.

49 From the Collector of Nellore. Statement shewing the average Bazar wholesale prices of Grain and Salt from 1st to 11th July last.

50 From the Collector of Cuddapah. Return of fines imposed and Stoppages made from the pay of

of Public Servants for the Quarter ending 31st March last.-

51 From the Collector of Cuddapah. Return of fines imposed and Stoppages made from the pay of Public Servants for the Quarter ending 30th June last.

52 From the Collector of Madras. Acknowledging the receipt of 500 Salt Rowanahs.-

53 From the Collector of Rajahmundry. Acknowledging the receipt of certain Printed Salt Rowanahs.-

54 From the Sub Treasurer. Indent on the Commissary General for certain Articles required for the use of his Office.-

54-55 Order thereon. Ordered to be supplied accordingly.-

From

11088 Fort St George 26th August 1847

56

From the Collector of Vizagapatam: Stating that no cases occurred under Regulation VII of 1831 during the Month of July last.-

57

From the Collector of Vizagapatam - Informing that no Petitions were referred to him by the Board during the Month of July last.-

Walter Elliot Jr

A. Maclean

J. Goldingham

Compd
J. D. Boyle

11089 Fort St George 30th August 1847.

To Diary

At a Meeting Present

Walter Elliot Esqre Actg Junr Member -
A. Maclean Esqre Actg Second Member
and
J. Goldingham Esqre Actg Third Member

Monday 30th August 1847 -

Minutes of the last Meeting read and approved -

Read the following Extracts -

1

From the Secy to Govt

Extract from the Minutes of Consultation Revenue Department under date the 12th August 1847 -

Read the following -

Extract from the Proceedings of the Board of Revenue -

(Here enter 12th July 1847 - No 328)

The Most Noble the Governor in Council concurring in the view of proposed by the Board in para 8 of their Proceedings above recorded resolves in accordance with the recommendation to authorize the Collector of Bellary to continue the Enam Village of Kristnapoor of the annual value of Company's Pagodas 445-2-11 in the name of Vencata Solapalachariar the grand son on the female line of the Original Grantee and whom the Rajah of Anagondy proposes

(Four hundred and forty five and two annas two)

11090. Fort St. George 30th August 1847.

has proposes to nominate as his Family Priest.

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

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

Resolution thereon. (1-2)

Resolved that a Copy of the foregoing Extract from the Minutes of Consultation and of the Board's Proceedings to which it is a reply be transmitted for the information and guidance of the Collector of Bellary.

The Original Summud received with the Collector's letter of the 22nd June last is herewith returned.

In Cons. 12th July 1847. (3) From the Secy. to Government.

Extract from the Minutes of Consultation
Under date the 12th August 1847.

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

(Here enter 2nd August 1847 No 350)

The Most Noble the Governor in Council authorizes the Collector of Chingleput to incur a charge not exceeding Rupees 385 (Three hundred and eighty five) in defraying and assessing the lands of certain Zemindary Villages which have reverted to Government in that District.

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

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

Ordered

DESTROYED ORIGINAL

11091. Fort St. George 30th August 1847.

(3-4) Order thereon.

Ordered to be communicated for the information and guidance of the Collector of Chingleput with reference to Mr. Malthy's letter dated 17th July last.

In Cons. 2 Augt 1847. From the Secy. to Government (5)

Extract from the Minutes of Consultation
Under date the 17th August 1847.

Read again letters.

From the Secy. to the Govt. of India
Dated 30th May and recorded in
Diary & Cons. 23rd June 1846 Pp. 883)

From the Actg. Secy. to the
Board of Revenue.
Dated 5th and recorded in
Diary & Cons. 20th July 1847
(No. 870)

Read also the following letter from the Officiating Secretary to the Government of India.

(Here enter 31st July 1847 No 880)

Para 1. Under the instructions of the Government of India communicated in the Letters noted above, the Most Noble the Governor in Council is pleased to bestow on Sirdar Hulder Nack the lands selected by him in the Village of Goochabad in the Juggannauthpersaut of Mostah as reported by the Board of Revenue in their letter of the 5th July last, being in extent 22 Bunnums of Tanjah, 80 Bunnums of Poonjah and 100 Bunnums of Waste land to be enjoyed rent free by him and after his demise by

Fort St. George, 30th August 1847.

by his next Kin on the condition that the latter continues like his predecessor to render good service to the State.

2. The Board of Revenue will instruct the Agent to the Governor in Ganjam in making over the lands to Sirdar Rutler Nauk to explain to him the terms and conditions of the Grant and to inform us as soon as done to the same effect.

/ A true Extract /
/ Signed / H. C. Montgomery
Secretary to Government.

To
The President and
Members of the
Board of Revenue.

(5-6)

Order thereon.

Ordered to be communicated for the information and guidance of the Agent to the Governor in Ganjam with reference to his letter dated 19th June last.

Mr. Bannerman will be pleased to attend strictly to the instructions conveyed in Para 2 of the above Extract.

In Pro. 5th July 1847.

(7)

From the Secy. to Government.

Extract from the Minutes of Consultation
Under date the 7th August 1847.

Read the following Extract from the Proceedings of the Board of Revenue
/ Here enter 5th August 1847 N° 309 /

Resolved that the Acting Collector of North Arcot be authorized to continue to Alamalummah for her life only the

Fort St. George, 30th August 1847.

the Exam of 11 7/16 Annas of Nunjah in the Village of Coondrapakum subject to the Sudee of Rupees (5-5-9) Six Annas Six and Pie Nine paid by the late incumbent and Pie Nine paid by the late incumbent Arasoor Lutchmanah.

/ A true Extract /
/ Signed / H. C. Montgomery
Secretary to Government.

To
The President and
Members of the
Board of Revenue.

Resolution thereon.

(7-8)

Resolved that a Copy of the foregoing Extract from the Minutes of Consultation and of the Board's Proceedings to which it relates be transmitted for the information and guidance of the Acting Collector of North Arcot.

From the Secy. to Government.

(9)

Extract from the Minutes of Consultation
Under date the 21st August 1847.

Read the following letter from the Acting Secretary to the Board of Revenue.
/ Here enter 9th August 1847 N° 309 /

The Most Noble the Governor in Council is pleased to accede to the recommendation of the Board of Revenue on behalf of Thasha Gherry Row, and accordingly to permit that individual to hold on Cowle the 3 Cawnies 10 1/4 Annas of land referred to on the terms and conditions proposed in the foregoing letter.

/ A true Extract /
/ Signed / H. C. Montgomery
Secy. to Govt.

To
The President & Members of the
Board of Revenue.

Resolved

9-10

Resolution

In Mus 9th Augt 1847.

11

From the Secy. to Government

Communicating the observations and orders of Government on the Board's Proceedings in relative to the Settlement of the Land Revenue of the District of Hurnool for Fasly 1255

Fort St. George, 30th August 1847.

thereon Resolved that a Copy of the foregoing Extract from Minutes of Consultn and of the Board's letter to which it is a reply be communicated for the information and guidance of the Collector of Madura with reference to his letter dated 20th July last.

Extract from the Minutes of Consultation

Under date the 23rd August 1847.

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

Relative to the Settlement of the Land Revenue of the District of Hurnool for Fasly 1255 A.D. 1845/46 -

Entered 2nd Aug 1847 No 3811

Para 1. The Season was particularly unfavorable and the Revenue only maintained by the high prices. The Southern Talooks were most affected, and on them the remissions were most extensively given. The nature of the year and the distress of the people demanded a liberal grant of remission. The Agent Mr Scott appears to have devoted much attention to this important part of his duty, and the Government observe with satisfaction that the greater part of the Villages on which remission to any extent was granted, was

Fort St. George, 30th August 1847.

was inspected at some time or other during the season by the Agent himself and that the Settlement was not only made in each Talook but in each Maty or division of a Talook. This personal examination into the state of the Country under his charge the Most Noble the Governor in Council considers creditable to Mr Scott.

2. The remissions given after the above described investigations amounted for Waste lands and short produce to Rupees 19284 or 3½ per cent of the value of the lands taken up for cultivation deducting these, and the other items enumerated by the Board of Revenue, the Settlement of the Jyeer lands for the year is reported by the Agent to have been Rupees 8,81,730 or Rupees 7301 more than the preceding Fasly. Increase of Enamity and Sodee under the head of "Ready Money Collections" in which alone there was a falling off of Rupees 1050. the demand for Fasly 1255 is exhibited at Rupees 87,583 being Rupees 710 more than the previous year.

3. The Board in paras 14 & 18 of their Proceedings object to the remissions allowed by the Agent on Ponjah or dry lands

without

without their previous sanction. As a general rule this indulgence need not be conceded to dry Cultivation; but the present year so appears to the Government to have been of so unpropitious a character as to have warranted an exception to the usual practice, and the Board judging from the "nature of the four items under which the remission was distributed on the "Tooly under revenue" appear satisfied that the Rules applicable to the Ceded Districts have been conformed to should occasion again arise to render similar concessions regarding the Agent at Kurnool will not consider himself authorized to grant Poonjah remissions without having previously applied for and obtained the sanction of the Board.

4. The Government observe that the Board have pointed out some deficiencies in the Agents report to which the attention of the present Agent should be carefully directed.

5. The Collections amounted to Rupees 22,280 leaving a balance at the end of November of Rupees 5,282. The Report on

on the old balances referred to in the last sentence of the Agents letter has been submitted to Government with the Boards Proceedings of the 12th April last and the subject finally disposed of by the Extract Minutes of Consultation under date the 20th April 1847. No. 511.

/ A true Extract /
/ Signed / H. C. Montgomery
Secretary to Govt.

To
The President & Members
of the
Board of Revenue.

Order thereon.

(11-12)

Ordered that transcript of the foregoing Extract Minutes Consultation be furnished to the Governor in Council for the information and guidance of the Agent. Board's Proceedings under date 2nd August last on the settlement report for Tooly 1255.

Mr. Phillips's attention is particularly called to the remarks of Government in paras 3 and 4.

Read the following Resolution.

Extract from the Minutes of Consultation dated 20th August 1847.

/ From B. 29th July /

(13.)

From the Secretary to Government. The Board having fully and clearly shown the foregoing Proceedings

Value Rs. 211-8-9

that the Enam Village of Cullygoody renewed by the Principal Collector of Madura in 1821 in the name of Allavoodeen Thisty and still held by him was originally granted

Fort St. George, 30th August 1847.

granted in endowment of a Mosque and for the attendants expenses of lighting and Establishment, the Most Noble the Governor in Council resolves to confirm the grant and to sanction its Continuance to the present incumbent so long as the conditions of it are fulfilled.

(Signed) H. C. Montgomery
Secretary to Government

(13-14)

Resolution thereon.

Resolved that a Copy of the foregoing order of Government and of the Board's Proceedings to which it is reply be transmitted for the information and guidance of the Collector of Madura.

Read the following letter

To
D. White Esqr.
Secretary to the
Board of Revenue
Fort St. George

(15)

From the Coll.r of Ganjam

Sir,

I have the honor to acknowledge the receipt of your letter of the 28th June last forwarding for my report a Petition from Seetapettah Subbadavy widow of the late Pudmanabha Dso formerly proprietor of Seekaly, complaining of the irregular payment of an allowance for her maintenance made

Fort St. George, 30th August 1847.

made to her from the funds of the Estate.

I find that the arrangement between the parties interested in this Estate, that was concluded under my mediation in the year 1838. and which was approved of by the Board of Revenue, was set aside while MR Anstruther held charge of the District and that a new engagement was entered into by the two sons, by the terms of which an allowance of Rupees 50-- per Mensem was assigned to the Petitioner subject of course to the primary condition that funds for the purpose should be available: surplus to and after payment of the Government demands on the Estate. These Demands are not yet satisfied and the head of the family and Manager of the property has great difficulty in meeting his engagements to the State. It is no doubt very hard upon the Petitioner that she should be disappointed of her appointed stipend, and I have again urged upon Sooperadee the propriety of paying the amount regularly, but I do not think the case is one calling for more authoritative interference on the part of the Collector.

From the Collector of Ganjam
Ganjam District,
Collectors Cutcherry,
Chatterpore 8th August 1847.

(Signed) R. A. Bannerman
Collector

Resolved

Fort St. George, 30th August 1847.

Read the following letter from the Agent to the Governor Fort St. George in Vizagapatam reporting upon the management of the Minor Estates of Sungumvulsah and Coorpaum, retained under the Control of the Government authorities on behalf of the incapacitated Proprietors.

(Here enter No 39)

Proceedings thereon.

1 In common with the rest of the Vizagapatam District these two Estates are represented to have suffered severely from the adverse character of the season of Fusly 1255, which following on immediately succession a year of such unusual drought as that of Fusly 1254 contributed to

Reporting on the management of the Minor Estates of Sungumvulsah and Coorpaum in the District of Vizagapatam for Fusly 1255.

Fort St. George 30th August 1847.

to cause a continued depression in the Revenue, and to swell the amount of outstanding balances.-

2 The settlement of the year under report is stated by the agent to have been effected by his predecessor, the charge of the District not having devolved upon himself until its completion.-

3 The Sungumvulsah Estate comprised within its limits (18) Eighteen Villages of which (12) twelve were rented during Fusly 1255, the remaining (6) Six having been settled on Ryotwarree Principles.- It does not appear from the Report for what term these rents were concluded, nither is it explained what changes were effected in the Management of the several Villages respectively, during the period reported on, and the year preceding; it is desirable that these details should invariably accompany the settlement accounts.-

4 The annexed abstract Comparative Statement exhibits the settlement of the Estate with the Collections and balances for Fusleis 1254 and 1255.-

Fusly

	Demand	Collection	Balance	Per Centage
Fusly 1254				
Rented	4,314 5 11	4,244 11 2	69 7 9	1 9/16
Ryotwar	7071 11 4	6,372 9 -	699 2 4	9 14
	11,386 1 3	10,617 7 2	768 10 1	6 12
Fusly 1255				
Rented	8690 3 11	7,336 15 10	1,353 4 1	15 12
Ryotwar	1896 10 11	1,666 11 1	229 15 10	12 1/16
	10,586 14 10	9,003 10 11	1,583 3 11	14 15/16

Remissions
Waste 1018-3-11
Kauls 48-8-0
1067-0-11

5. In the Six Villages settled Ryotwar during the Fusly reported on, the Sist on the Cultivable lands is stated to have amounted generally to Rupees 2963-11-10 but the remissions granted on account of land left in waste and loss of crops being in the aggregate Rs 1067-0-11 reduced the Ryotwar settlement to Rupees 1896-10-11 as shown in the above statement which also exhibits the Dowle on the twelve rented Villages to have been Rupees 8,690-3-11 thus raising the total gerojetta Demand of Fusly 1255 to Rs 10586-14-10-

6. The Collections realized within the Fusly on this account were Rupees 9003-10-11 the balance at its close being for the Ryotwar Villages Rs 229-15-10 and for the Rented Villages Rupees 1353-4-1 making a total of Rupees 1583-3-11 or equal to

to 14-15/16 per cent of the Demand How much of this arrear may have been collected subsequently to the Fusly year does not appear either from the body of the Report or accompanying Statements. It would have been more satisfactory had the agent informed the Court further on this point.

7. In the absence of all detailed explanation, the extent of Current demand thus permitted to continue unadjusted after the expiration of the prescribed period of payment, cannot but be considered as very large, altho' the season was unquestionably adverse, the high prices obtained for agricultural produce during the same period would have led the Court to anticipate a more punctual realization of the Revenue.

8. The figured Memorandum entered in the last Column of the above Statement in abstract shows that the balances due at the close of Fusly 1254 Amounted to 1-9/16 per Cent on the rented Villages, and 9-14 per Cent on those held under Cumamy presenting a total average of 6-12 per Cent on the Demand, and this result it should be noted was obtained in a season characterized by the agent in his report as a

a year of unusual adversity. "In the Fasly under review the Ryotwar per centage of balances as indicated in the statement above quoted Amounted to 12-1 3/4 and that as already observed after liberal remissions had been allowed for Shamilat waste, but in the rented Villages the per centage of the unrealized Demand rose as high as 15-10 being upwards of 14 per Cent in excess of the arrears of the previous year.

9 The Court are left uninformed of the causes of this marked disparity in the results of these two years et is no where shewn that the rents were unduly high when originally settled with reference to the past and future prospects of the Season, neither is it stated that any extraordinary loss had been ascertained to have befallen the renters to account for or justify their withholding the payment of their liabilities. The effect of the postponement of the rented Berij has been tantamount to carrying into operation the Agents proposal to allow remissions in rented Villages as adverted to in para 5, and that moreover in a greater degree than in the Aumany Villages.

The

The number of Villages in this Estate which have of recent years reverted to the rented System appears to have been on the increase, the only advantage in favour of such a mode of Settlement consists in the certainty of recovering the stipulated amount of Revenue but this result would seem in the year under report to have been reversed the greater punctuality of Collection being on the side of the Ryotwar Settlement.

11 The Court trust that it will appear from the ensuing report that the amount remaining outstanding by the renters at the termination of Fasly 1255 will have been ultimately realized, or full and satisfactory explanation furnished for its non-collection.

12. Including all other items of Revenue, such as Enam Cuttoobadies Motirpha &c. the total Current demand was raised to Rupees 12210-3-10, and the gross Collections inclusive of arrears were Rupees 10698-4-7. The particulars given in para 8 shew that the above result indicates a decrease below the gross Collections of the preceding year of Rupees 1395-0-4.

13. The information called for by

by the Court of Wards in their Proceed-
-ings dated 8th June 1846 relative to the
state of the arrears due for former Fusles
has been furnished in statement No. 6
accompanying the present Report from which
it appears that the balances outstanding from
Fusly 1246 to 1255 Amounted to Rupees 2974-8-5,
which are chiefly due on account of au-
-mamie and Cuam Cuttoobadies and are
Considered to be in great measure irrecover-
able the agent however observes that a
Separate Report will be submitted regarding
them hereafter. The Court would remark
that in the Statement now submitted the
details of the balances above for the
several Fusles specified are exhibited
but the particulars of the Demand and
Collections are omitted for the respec-
-tive years, the form of Statement furnish
-ed in Fusly 1253 Contained these parti-
-culars, and which it is desirable should
be included in future Accounts.

11. The Account Current No. 3
exhibit the receipts of the year reported
on to have been 11391-2-9 and the dis-
-bursements for the same period including
Minor's subsistence, charges of Collections and

and other ordinary and Extra Charges and
Peshcush in full, to have Amounted to
Rupees 9988-3-5 leaving a balance in-
hand in favour of the Zemindar of Rupees
1102-15-4 who it will be observed attained
his Majority on the 4th of last May.

In reporting that event to the
Court of Wards, the agent observed that as
the Proprietor was fully Competent to under-
take the management of his property having
received a tolerable Education, he proposed
placing the Zemindary under his superinten-
-dence from the commencement of the
present Fusly, whence he would also come
into possession of the surplus funds
amounting to upwards of 35000 Rupees in-
-vested on his behalf in the Public securities
This arrangement Mr. Smollett was accord-
-ingly authorized to carry into effect.

16. The Courpauna Zemindary is
represented to consist of Forty one (41) Vil-
-lages the whole of which were held on rent-
during Fusly 1255, the two Villages settled
individually in the preceding year having
reverted subsequently to that tenure
The Demand on the whole of these rent-
-ed Villages in the year under consideration
was

From Coll.r 11th June
to Coll.r 1st July 1847

To Coll.r 1st July
1847

was Rupees 16090-1-0 of which the Collections fell short by Rupees 1101-3-11 a portion of which is represented as in the course of realization Including Cranes Moturpha and other items of Revenue the gross demand on the Estate was raised to Rupees 23608-4-2 and the Gross Collections on that account were Rupees 19408-4-6.

16. This Estate came under Government management in Fasly 1249 since which period the annual accumulation of balances have amounted up to the Close of Fasly 1285 to Rupees 19946-14-11 as particularized in Statement No. 6 nearly the whole of which the agent gives it as his opinion as irrecoverable, but regarding which he purposes submitting further detailed information in his Report upon the ensuing year.

18. The account Current of this Estate shews the gross receipts to have been Rupees 19516-5-10 during the year reported on, and the gross disbursements Rupees 16378-2-4 leaving a balance in hand of Rupees 3137-3-6.

Ordered that a Copy of the fore-

foregoing Extract from the Court's Proceedings be submitted to Government and a transcript of the same be forwarded to the Collector of Vizagapatam for his information and guidance.

Read the following letters

To D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(18)

From the Collector of Vizagapatam

Sir

I have the honor to acknowledge the receipt of one Copy of Thornton's History of the British Empire in India Complete in Six Volumes adverted to in your letter of the 5th Instant.

Vizagapatam Coll.ve Cutcherry 21st August 1847

I have &c
(Signed) P. B. Smollett
Collector

To
D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(19)

From the Coll.r of Rajahmundry

Sir

I have the honor to acknowledge the

OFFICIAL DESTROYED

11110 Fort St. George 30th August 1847

the receipt of your letter of the 5th Instant with the Sixth volume of Thornton's History of the British Empire in India.

Rajahmundry District
Cocanada
21st August 1847 } [Signed] T. Prendergast
Collector.

To
D. White Esqre.
Acting Secretary to the
Board of Revenue
Fort St. George

(20)

From the 2d Collr of
Tinnevelly } Sir.

I have the honor to acknowledge the receipt on the 19th Instant of the [DESPATCHED] Volume of Thornton's History of the British Empire in India the transmission of which was intimated in your letter of the 5th instant.

Tinnevelly
Collectors Office
Courtallum
21st August 1847 } [Signed] T. B Elton
Acting Collector

Order on the 3 foregoing letters. Ordered to be recorded.

[RECORDED]

(18-21)

Read

11111 Fort St. George 30th August 1847.

Read the following letters.-

To D. White Esquire.
Acting Secretary to the
Board of Revenue.-
Fort St. George.-

(22)

From the Collr of Rajahmundry } Sir

I have the honor to enclose Copies of three Precepts from the Civil Court at Rajahmundry together with copy and translation of the Razeenamah therein referred to. This document provides for the registration of the lands in Plaintiff's name without the presence of the party in possession who is supposed to consent to the transfer though in reality he is very averse to part with the ancient Zemindary. The Razeenamah was executed in the year 1846 on the occasion of the Court's former Precept alluded to in the correspondence noted in the Margin. In request the Board's authority for carrying into effect the instructions of the Court by altering

No 1
1 Precept and the Extract from the Proceedings of the Civil Court at Rajahmundry Dated the 19th June together with the Collector's letter of the 2nd July 1847 -
1 Do Do Dated the 8th together with three Do of the 17th Do Do Dated the 22d July 1847
No 2 Dated the 3d January 1846.-

To Board Dated 21st November 1845
From Do 27th Do
To Do 15th Jany 1846
From Do 9th February Do

Fort St. George 30th August 1847.

altering the registry in the name of the Plaintiff Cauzy Meer Shumshuddeen.-

Rajahmundry District
Samulcottah
4th August 1847.

(Signed) F. Prendergast
Collector.

No. 1.
No. 65.

Rajahmundry Civil Court

E. P. No. 252 of 1847
Meer Shumshuddeen
Petitioner.-

To The Collector of
Rajahmundry.-

(L.S.)

Herewith you will receive an Extract from the Proceedings of the Civil Court of this date to the orders contained in which you are required to conform, returning this Precept so executed or good and sufficient reason why it has not been executed, and what you may have done in pursuance hereof within 3 Weeks from and after its receipt.-

Given under my hand and the Seal of the Zillah Court of Rajahmundry this 19th day of June 1847.-

(Signed) T. A. Anstruther
Civil Judge.-

Extract-

Fort St. George 30th August 1847.-

No. 65.-

Extract from the Proceedings of the Civil Court of Rajahmundry Dated 19th June 1847.-

Read again Petition No. 252 of 1847 presented by Meer Shumshuddeen Plaintiff in suit No. 715 of 1830 late Zillah Courts file as detailed in this Courts Proceedings of the 18th Instant.-

Read also the Collectors return dated the 19th Instant to the Courts Precept of the 18th idem requiring the Collector to give the Court the earliest information whether the Estate of Vella be or be not attached as recited by the Petitioner.-

The Razeenamah stipulates that should the 6th Defendant fail to pay the Circars peishcush the Court is to make over the village of Vella to the Plaintiff after the expiration of 2 instalments.-

Authentic information having been received from the Collector that the Estate of Vella is under attachment for Revenue balance due for more than 2 Fists the Court resolve to send a Copy of the Razeenamah to the Collector who is requested to put the Plaintiff in possession of the Village of Vella receiving from the Plaintiff the amount of revenue the Estate

is

Fort St. George 30th August 1847.-

is indebted to Government.-

Ordered that an Extract from these Proceedings together with a Copy of the Rauzeenamah be forwarded to the Collector of Rajahmundry by Precept requiring conformity thereto and returnable within 3 Weeks from and after its receipt.-

(True Extract)
(Signed) T. A. anstruther
Civil Judge.

In reply to the foregoing Precept and the Extract from the Proceedings of the Civil Court at Rajahmundry dated the 19th Ultimo directing the Collector to put the Plaintiff Meer Shumshuddeen in Suit No. 715 of 1830 in possession of the Village of Vella receiving from him the amount of revenue for which the Estate is indebted to Government the Collector of Rajahmundry has the honor to state that Moulanie Mahomed Abdul Rozjakh the Zemindar having paid into the Hoozoor Treasury the amount of balance due on that Estate together with the charges of attachment the Estate has been releasid from Zuft and

restored

Fort St. George 30th August 1847.

restored to his possessions.-

Given under my hand
and the seal of the Collector-
ate at Cocanada this 2d
day of July A. D. 1847.-

(Signed) T. Prendergast-
Collector.-

No. 71.
Rajahmundry Civil Court E. P. No. 295 of 1847.-
Cauze Meer Shumshuddeen-
Petitioner.-

To The Collector of
Rajahmundry

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

Given under my hand
and the Seal of the Zillah
Court of Rajahmundry
this 8th day of July 1847.-

(Signed) T. A. anstruther
Civil Judge.

Extract

Fort St. George 30th August 1847.

No. 71.

Extract from the Proceedings of the Civil Court of Rajahmundry.-

Dated 8th July 1847.-

Read Extra Petition No. 2950 1847 Civil Court's file presented in person by Cauzy Meer Shumshuddeen Saheb Plaintiff in Suit No. 715 of 1830.-

1. Petitioner states that the Rauzeenamah between him and 6th Defendant stipulated that if the 6th Defendant kept 2 Kists of Revenue in arrear the Village was to be entirely and absolutely made over to Plaintiff 6th Defendant did allow that extent to happen, and the Plaintiff took steps to secure the right and obtain possession of the Village and Estate which had lapsed to him- it being then under attachment by the Collector for the revenue due upon it- The Court issued a Precept accordingly and mean while 6th Defendant who in the Revenue Department was the apparent Defaulter paid the money for which the Estate was attached and the Collector had no resource but to withdraw the attachment, so that the Estate reverted to the possession of 6th Defendant- But 6th Defendant had no longer any right or title to

Fort St. George 30th August 1847.-

to the Village which had under the Rauzeenamah passed over to Plaintiff.-

2. The Civil Judge resolves to issue a Precept to the Collector to make over the Village and Estate of Vella according to the terms of the Rauzeenamah without delay- The Collector cannot be directed to receive any money from Petitioner because at this moment none is due to the Collector but as the Petitioner was about to pay to the Collector the arrears which 6th Defendant did pay; in equity Petitioner must pay the amount to 6th Defendant making over of the Village to Petitioner is a distinct matter, and is to be effected at once- irrespective of the payment of the money in question by Plaintiff to 6th Defendant- which is likewise a distinct matter- should the 6th Defendant refuse to receive the money Plaintiff may pay it into Court, whence 6th Defendant may take it at his pleasure.-

Ordered that Extract of these Proceedings be forwarded to the Collector of Rajahmundry by Precept requiring conformity thereto and returnable within

Fort St. George 30th August 1847.-

within Fourteen days.-

(True Extract)

(Signed) T. A. Anstruther

Civil Judge.

In accordance with the foregoing Precept and the Extract from the Proceedings of the Civil Court at Rajahmundry dated the 8th Instant directing that the Village and Estate of Vella be made over without delay according to the terms of the Ranzeenamah to Cauzy Meer Shumshuddeen Saib Plaintiff in Suit No. 715 of 1830, the Collector has the honor to report that he has issued an order to the said Plaintiff authorizing him to receive charge of the Village and to the present possessor Moulavie Mahomed Abdul Rajakh directing him to relinquish the charge. To this extent the Collector imagines that the Court might have acted without his intervention. The alteration of the Registry in Plaintiff's favour however which is the most important process in this transfer of property is not provided for by the Ranzeenamah in accordance with existing rules and regulations. Seeing that when the Ranzeenamah was first executed Moulavie Mahomed Abdul Rajakh

did

Fort St. George 30th August 1847.-

did not conform to the condition whereby he was bound to register the Estate jointly with the Plaintiff, the Collector presumes that he will not now come to register the whole of the ancient Zemindary in his adversary's name. If on decount of the Moulavie Mahomed Abdul Rajakh's breach of the second stipulation in the Ranzeenama the Zemindary be made over absolutely to the Plaintiff, it will be the duty of the Collector to report the matter to the Board of Revenue before he can proceed to alter the registry against the will or without the consent of the present Zemindary and therefore he requests that the Court will favour him with further instructions.-

Given under my hand and the seal of the Collectorate at Dracharam this 17th day of July A.D. 1847.-

(L. S.)

(Signed) T. Prendergast

Collector.

No. 74.-

Rajahmundry Civil Court.

Cauzee Meer Shumshuddeen's Case.

(L. S.)

To The Collector of Rajahmundry.-

Herewith you will receive an

within Fourteen days.-

(True Extract)

(Signed) T. A. Anstruther

Civil Judge.

In accordance with the foregoing Precept and the Extract from the Proceedings of the Civil Court at Rajahmundry dated the 8th Instant directing that the Village and Estate of Vella be made over without delay according to the terms of the Ranzeenamah to Cauzy Meer Shumshuddeen Saib Plaintiff in suit No. 715 of 1830, the Collector has the honor to report that he has issued an order to the said Plaintiff authorizing him to receive charge of the Village and to the present professor Moulavie Mahomed Abdul Rajakh directing him to relinquish the charge. To this extent the Collector imagines that the Court might have acted without his intervention. The alteration of the Registry in Plaintiff's favour however which is the most important process in this transfer of property is not provided for by the Ranzeenamah in accordance with existing rules and regulations. Seeing that when the Ranzeenamah was first executed Moulavie Mahomed Abdul Rajakh did

did not conform to the condition whereby he was bound to register the Estate jointly with the Plaintiff the Collector presumes that he will not now come to register the whole of the ancient Zemindary in his adversary's name. If on account of the Moulavie Mahomed Abdul Rajakh's breach of the second stipulation in the Ranzeenama the Zemindary be made over absolutely to the Plaintiff it will be the duty of the Collector to report the matter to the Board of Revenue before he can proceed to alter the registry against the will or without the consent of the present Zemindary and therefore he requests that the Court will favour him with further instructions.-

Given under my hand and the Seal of the Collectorate at Dracharam this 17th day of July A.D. 1847.-

(L. S.)

(Signed) F. Prendergast

Collector.

No. 74.-

Rajahmundry Civil Court-

Cauzee Meer Shumshuddeen's Case.

(L. S.) To The Collector of Rajahmundry-

Herewith you will receive an

1120 Fort St. George 30th August 1847.

an Extract from the Proceedings of the Civil Court of this date to the orders contained in which you are required to conform, returning this Precept so executed or good and sufficient reason why it has not been executed and what you may have done in pursuance hereof within twenty days.-

Given under my hand and the Seal of the Zillah Court of Rajahmundry this 22d day of July 1847.

(Signed) T. A. Anstruther
Civil Judge.

No. 74.

Extract from the Proceedings of the Civil Court of Rajahmundry dated 22nd July 1847.

Read return from the Collector dated 17th to this Court's Precept of the 8th Instant.-

1. The Collector states that the alteration of the Registry in Plaintiff's favour which is the most important process in this transfer of property is not provided by the Rauzeenama in accordance with existing rules and regulations.-

On

1121 Fort St. George 30th August 1847.-

On turning to the Rauzeenamah a distinct provision is found at the close of the first para for this very object- thus- "if either of us should fail to attend at the Collector's Office for the purpose of effecting the registry in Plaintiff's name, then the Collector himself to be empowered to register the Estate in Plaintiff's name without further questions"

2. Under these circumstances the Consent of the present Zemindar having been already given in writing that the Registry shall be made in Plaintiff's name alone, the Civil Judge is of opinion that the Court accordingly direct that the Estate of Vella shall be registered in Plaintiff's name alone accordingly-

3- Ordered that Extract of these Proceedings be forwarded to the Collector of Rajahmundry by Precept requiring conformity thereto and returnable within twenty days-

(True Extract)
(Signed) T. A. Anstruther
Civil Judge-

No. 2.

To The Civil Court
in the Zillah of Rajahmundry

A. Rauzeenamah Petition filed by Cauzee Meer

Meer Shumshuddeen Saib of Rajahmundry Plaintiff and Cauzy Moulavy Mahomed abdul Rajakh Saib of Dracharum 6th Defendant in Suit No. 175 of 1830 on the file of the late Masulipatam Zillah Court.

I, the 6th Defendant beg to state that agreeably to the Decree in the said Suit the late Zillah Court made over my Zemindary Village of Vella to the Plaintiff for the realization of the amount of the Decree, the charges and the amount of maintenance, but as I and Plaintiff did not agree to that arrangement but brought a Summary Suit in the Subordinate Court, Civil Court and the Court of Sudder Adalut your Court with reference to the Proceedings of the Sudder Adalut dated the 20th October 1845 issued a Precept to the Collector to cause the balance due to the Plaintiff to be paid on the sale of my Zemindary Village of Vella. The Collector published a notification for the sale of the same Village on the 5th Instant. I have therefore adopted measures to prevent the sale and hereby agree to pay to the Plaintiff Rupees 7777-9-" according to the Zabitah or account presented by the Plaintiff to the Court Rupees 1,000

due

due to the Plaintiff according to a Petition presented by him, and Rupees 1500 on account of the value of my houses, dwelling places and Maniem lands which were purchased in the auction by the Plaintiff and which I took again from him for the same value and gave to my wife in satisfaction of the amount of Maher which I owed to her in all Rupees 10277-9-" The manner in which I engage to liquidate the amount is as follows.

1st That my said Zemindary of Vella village should henceforth be held by me jointly with the Plaintiff, that the name of Plaintiff should also be entered in the Register Book of the Collector's Office which now specifies my name regarding the said Village, that though the Village be entered in our joint names I should manage it myself and pay the Circars Peishcash from myself, and hold also myself responsible for the profits and losses derivable from its resources, that the receipt for payment of peishcash as well as Enaitnamahs therefrom, that the receipt for payment on various subjects from the Collector's Office should specify both our names, that I should annually pay to the Plaintiff 500 Rupees in liquidation of the

said

said balance and 600 Rupees on account of the maintenance in all Rupees 1200. that these 1200 Rupees should be paid to the Plaintiff or his heirs every year by 3 equal instalments namely, 400 Rupees on the 10th day of Anuweejah Soodha 400 Rupees on the 10th day of Poosha Soodha and 400 Rupees on the 10th day of Magha Soodha that after paying to the Plaintiff for 17 years Rupees 10,200 at the rate of 600 Rupees per annum under the said balance there will remain still due to him Rupees 77-9-0 which also will be paid to him in the 17th year along with its last instalment of 400 Rupees that is on the 10th day of Magha Soodha of the year Doondhoobly Rupees 477-9-0 will be paid to the Plaintiff that after the balance due to the Plaintiff shall have been thus discharged in full, I should become the professor of the whole Zemindary Village on the 1st day of Chaitra Soodha of the 18th year called Doondhoobly that the name of the Plaintiff now to be entered in the Register Book of the Collector's Office should be struck off on the 1st day of Chaitra Soodha of the said year Doondhoobly retaining therein my sole name that from that period the maintenance payable to the Plaintiff's wife &c. should be paid by me as detailed in

in 3d para of the present petition and on the instalments above specified in this first para, that the payments made to the Plaintiff agreeably to the said instalments should be endorsed on the back of the attested copy of this Petition to be taken by the Plaintiff without requiring separate receipts &c. that payments not so endorsed should not be admitted, notwithstanding any pretensions that should I fail to pay to the Plaintiff any one of the Instalments above fixed, for one month after such instalment shall have become due, and fall also in arrear to the Circar in the annual Kerij to the extent of two Kists, without discharging it according to the several Kists I should give up the said Village to the Plaintiff upon his application as property sold in satisfaction of the balance then due to him, after what has been discharged and the interest that shall have accrued to that time as well as the balance then due to the Circar, that the Plaintiff should then have full right to give the Village in gift or sale at his discretion and enjoy it from posterity to posterity that the Plaintiff should pay to the Circar such balance as may then be

Fort St. George 30th August 1847.-

be outstanding that the Plaintiff upon re:
=ceiving Rupees 10,277-9-0 according to the said
instalments should not demand from me the
interest which may have accrued by that
time, and that if either of us do not attend
before the Collector to sign the register book,
he may himself enter as above in the re:
=gister book without objection being made
to such non attendance- I also beg your
Court will be pleased to issue a Precept to
the Collector of Rajahmundry to enforce the
foregoing conditions.-

2nd. As the late Masulipatam Zillah
Court have obtained the permission of the
Provincial Court to suspend the execution
of the Warrant issued in favor of the Plain:
=tiff Respondent in Case No. 10 of 1820 on
the file of the late Masulipatam Provin:
=cial Court, until the adjustment of the
demand of the said Plaintiff. I hereby agree
that until the discharge of the Plaintiff's
balance, the execution of the said Warrant
in Case No. 10 of 1820 should be postponed
hereafter also, and that if the Village in
question were brought to sale on any ground
the balance of the Plaintiff should be is
discharged in the first instance with reference

to

Fort St. George 30th August 1847-

to the Proceedings held by the late Zillah Court
and Provincial Court respectively.-

3d. The late Zillah Court adjudged
in their Decree that the said amount of annual
Maintenance of 600 Rupees should be paid as long
as the Plaintiff's wife or my paternal aunt
named Harshut Bagum Sahabah and her
sisters may live, but as they are not Plaintiffs
in the above suit, they had no opportunity of
making an appeal. On the other hand my
Grand father and father having successively
paid it to them as a permanent Stipend,
this precedent induced them to consider to
bring a suit, but I have prevented this by
agreeing from these presents for myself and
my heirs to pay permanently from the resources
of the Village the maintenance of 600 Rupees to
the Plaintiff and after his demise to his
descendants, the latter being also heirs to the
said Harshut Bagum Sahaba and her two
sisters (living with her) who agreed to pay
thus the amount to the Plaintiff. both during
their existence and afterwards, and in case
of failure of the payment of the amount, it
should be discharged by the issue of the
Warrant against the property upon the
application of the Plaintiff.-

4th. It is further agreed
that the Lauteeraj Enam lands
lying in the Villages of Coroomilly
&ca placed in possession of the Plain:
=tiff under Order of the late Court,
should be immediately made over to me
as before, so that I may enjoy it as I please
from the commencement of Fusly 1256 and

that

Fort St. George 30th August 1847.-

be outstanding that the Plaintiff upon re:
=ceiving Rupees 10,277-9-0 according to the said
instalments should not demand from me the
interest which may have accrued by that
time, and that if either of us do not attend
before the Collector to sign the register book,
he may himself enter as above in the re:
=gister book without objection being made
to such non attendance- I also beg your
Court will be pleased to issue a Precept to
the Collector of Rajahmundry to enforce the
foregoing conditions.-

2nd. As the late Masulipatam Zillah
Court have obtained the permission of the
Provincial Court to suspend the execution
of the Warrant issued in favor of the Plain:
=tiff Respondent in Case No. 10 of 1820 on
the file of the late Masulipatam Provin:
=cial Court, until the adjustment of the
demand of the said Plaintiff. I hereby agree
that until the discharge of the Plaintiff's
balance, the execution of the said Warrant
in Case No. 10 of 1820 should be postponed
hereafter also, and that if the Village in
question were brought to sale on any ground
the balance of the Plaintiff should be
discharged in the first instance with reference

to

Fort St. George 30th August 1847.-

to the Proceedings held by the late Zillah Court
and Provincial Court respectively.-

3d. The late Zillah Court adjudged
in their Decree that the said amount of annual
Maintenance of 600 Rupees should be paid as long
as the Plaintiff's wife or my paternal aunt
named Hurshut Bagum Sahabah and her
sisters may live, but as they are not Plaintiffs
in the above suit they had no opportunity of
making an appeal- On the other hand my
Grand father and father having successively
paid it to them as a permanent stipend,
this precedent induced them to consider to
bring a suit, but I have prevented this by
agreeing from these presents for myself and
my heirs to pay permanently from the resources
of the Village the maintenance of 600 Rupees to
the Plaintiff and after his demise to his
descendants, the latter being also heirs to the
said Harshut Bagum Sahaba and her two
sisters (living with her) who agreed to pay
thus the amount to the Plaintiff both during
their existence and afterwards, and in case
of failure of the payment of the amount, it
should be discharged by the issue of the
Warrant against the property upon the
application of the Plaintiff.-

4th. It is further agreed
that the Lankeeray Enam lands
lying in the Villages of Coroomilly
&ca placed in possession of the Plain:
=tiff under Order of the late Court,
should be immediately made over to me
as before, so that I may enjoy it as I please
from the commencement of fusly 1256 and

that

Fort St. George 30th August 1847.

that the Plaintiff should himself preserve a
repair as usual the Mosque situated at Rajah
=mundry which has been in his profession f
a period of 50 or 60 years. I also agree fo
myself and my heirs to fulfil the foregoin
engagements towards the Plaintiff and his heir

I the Plaintiff, beg to state that
I have consented to all the foregoing conditio
offered by the Defendant.-

We the both parties beg that t
Court will be pleased to accept all the condit
stated in the present postpone Petition, and
immediately issue a Precept to the Collec
of Rajahmundry (together with the copy of th
Petition) for the purpose of enforcing the wh
conditions of the Petition and postponing the sa
of Vellah Village. Please to peruse dated 3d Fe
=ary 1846. I the Plaintiff further beg that th
attested copy of these presents may be gran
to me on the stampt Papers
produced. Dated above.-

(Signed in Persian) Cauzy
Mahomed Abdul Rajakh
Zemindar of Vellah.

(Signed in Persian)
Cauzy Meer Shum
Shuddeen.

(Signed) Royavarapoo Ramanah
Pleader to the Plaintiff.

Witnesses.
(Signed) Ravoolapaty Venkatachellum of Vellu
" Adabaula Boochanah Moonsiff of Dracharam
" Dafsary Soobaroydoo of Rajahmundry.
" Ravoolapaty Soobanah.
" Sanchy Padmanaboodoo of Dracharam.
" Mahomed Hussain.

Stamp Correct.
(Signed) M. Soobaroydoo.
Shr.

Filed in Court this 3d
January 1846.
(Signed) F. A. Austruther
Civil Judge.

22-23

Resolution thereon.-

Under the circumstances stated in
the foregoing letter the Board of Revenue authorize the
registry of the Vellah Zemindary in the name of
Cauzy Meen Shum Shuddeen.-

To

Fort St. George 30th August 1847.

To

D. White Esqr.
Acting Secretary to the
Board of Revenue
Fort St. George

Sir,

24

From the Collector of Rajahmundry
Para 1
Submitting Copy and translation of an agreement from the late Joint Proprietors of Say Key Estate and requesting sanction for writing off Rupees 10,552- 4 still due after deducting the purchase Money.

To Board dated 2d Jan 1847
From 2d 7br Jr.
Ac No 1.

With reference to the correspondence noted in the Margin I have the honor to submit Copy and translation of an agreement from the late Proprietors of Say Key Estate relinquishing their claim for balances due to them from the Ryots of the Villages of the said Estate up to the date of its sale and praying for the remission of the remainers of arrears due from them to the Circar amounting after deducting the purchase Money of the Estate to Rupees 10,616- 0- 3-

Amount of arrears 31,616 - 3
Deduct the purchase Money of the Estate 21000 - -
Balance 10616 - 3

2. I request the sanction of Government for writing off Rupees 10,552 - 4 still due from the said Ex proprietors. The sum of Rupees 63- 15- 11 has been recovered since the date of the sale out of the said Amount of Rupees 10616-3-

3. I the sanction for the purchase of the Estate on account of Government has not yet been received the Estate itself is not entered in the accounts of Fusly 1256 as having reverted

A.D. 1846/47

2-2

DESTROYED

Fort St George 30th August 1847.

reverted to Government. The Demand of Kist for June Fasly Rupees 798 which has fallen due subsequently to the date of sale has for the same reason not been brought to account. The Collections levied subsequently to the date of sale as noted in the Margin are likewise kept in deposite so that they may be credited under the head of Extra Revenue after sanction shall have been received for the purchase of the Estate.

	Cash a/c
Demand of Settlement for Fasly 1256	14031 " "
Deduct the Collections up to the date of sale	12,630 3 8
Balance	1400 12 4
Collections subsequent to the date of sale held in deposit	288 1 11

Rajahmundry District
Samulcottah 5th August 1847.

/Signed/ T. Prendergast
Collector

To
T. Prendergast Esqr
Collector in the District of
Rajahmundry.

An agreement entered into by the Dauttah Pada Soondriah and Lutchemy Nursiah daughters of late Chena Soondriah late Joint Proprietors of Lakey Mootah.

The arrears due from the said Mootah up to 31st May 1847 are as follows.

	Cash a/c
Principal	18,823 " 1
Interest	12,793 " 2
Total	31,616 " 3

Fort St George 30th August 1847.

as we were unable to liquidate the amount, the Estate has been sold by public auction and bought in by Government for Rupees 21,000 and the Circar required us to discharge the remaining balances of arrears amounting to Rupees 10,616 " 3 after deducting the said purchase Money, but as we are unable to liquidate it the Circar have directed that the amount will be remitted in the event of our relinquishing our right to the balances outstanding against the Ryots in the Villages of the said Estate up to the date of its sale. We therefore hereby agree to relinquish the balances due to us from the Ryots and that we, our heirs our executors will never sue them in any Court for the recovery of the same, and we pray that you will be pleased to remit without further demand the balance of arrears due from us to the Circar. This agreement is executed with our full consent dated at Polapully attached to Goodewadah Canah in the District of Vizagapatam the 12th July 1847.

Witnesses
/Signed/ Mundoory Bhavanah & Poolatecorty Chena Veerasah
and the writer of these presents is Aukillah Soobramaniem

/Signed/ Dauttah Pada Soondriah
Do Do
as Guardian for Lutchemy Nursiah Minor

/True Translation/
/Signed/ T. Prendergast
Collector.

Ordered that the foregoing letter &c
&c

be submitted with the following address.

To

The Chief Secretary to
Government.

(24-25)

To the Chief Secretary to Government - - - 8

Sir,

Para 1.

With reference to the correspondence noted in the margin, I am directed by the Board of Revenue to submit for the orders of the Most Noble the Governor in Council the accompanying letter from the Collector of Rajahmundry, on the subject of the sale of the Lakey Estate for arrears of Revenue.

From Coll^{r} of Rajahmundry 6th in Cons 26th September 1844 Para 16-
Board's Proceedings 2 Jan^{y} 1845 P. 5
E. M. Cons 4th in Cons 17th Sept^{r} P 2
From Collector Rajahmundry 26th Sept^{r} in Cons 6th October 1845 P. 8-
Boards Proceedings 16th July 1846 P 15
From Coll^{r} of 4th September in Cons 14th September 1846 - Para 7-
Board's Proc 27th October 1846 - Para 8.
Ext. M. Cons 2 in Cons 24th Dec^{r} P 10

In Cons 26th April 1847 to 5th in Cons 30th Aug^{t}

DESTROYED

2-

It will be seen that the balance against this property amounted to Rupees 31,616 - 3 and that the Board, with the concurrence of Government authorized the Collector to proceed to its sale.

The Estate was accordingly put up to auction on the 31st May last - One party bid as far as Rupees 29,500, but no other competitors appearing it was knocked down to Government for Rupees 21,000 - The Board beg to recommend that the purchase of this Estate on account of Government be

Submitting a letter from the Collector of Rajahmundry regarding the sale of the Lakey Estate and its purchase on account of Government for Rs. 21,000 and recommends that the purchase be sanctioned - Returns Petitions N^{os} 934 and 935 of 1847 and refers to certain correspondence in explanation of the circumstance under which the Lakey Estate was brought to sale -

be sanctioned -

3rd After deducting the purchase Money the balance due by the late Proprietors of Lakey was Rupees 10,616 - 3. Of this arrear Rupees 63-15-11 have since been recovered, and the amount still outstanding is Rupees 10552 - 4 The late Proprietors have given an agreement relinquishing all demands against their former Ryots, & the Board therefore beg to recommend that sanction be also granted for writing off the abovementioned balance of Rupees 10552 - 4 -

The Board instruct me to return herewith Petitions N^{os} 934 and 935 of 1847 forwarded to them with an Endorsement of Government bearing date 31st July last, and to refer to the correspondence already before Government, and quoted at the head of this letter, which will fully explain the circumstances under which this Estate was brought to sale -

Revenue Board Office
Fort St George, 30th August 1847 } / Signed / D. White
Jr Secretary

Read the following letters.

To D. White Esq^{re}
Acting Secretary to the Board of Revenue
Fort St George.

26

From the Coll^{r} of Rajahmundry }

Sir,

I have the honor to submit a Statement of Estates attached for arrears of Revenue according to the form which accompanied the Deputy Secretary's letter under date the 28th March 1836 and request you will be pleased to obtain the sanction of the Board of Revenue for the establishment proposed -

Rajahmundry District - - -
Samulcottah 9th August 1847 } / Signed / S. Prendergast
Collector

Statement

1134

Fort St George

No 1 Statement of Estates attached for fusly 1257 in the District of Rajahmundry.

30th August 1847.

Number	Names of the Zemindaries or Estates	Names of Zemindars or Proprietors	No of Villages included in the Zemindary or Estate	Permanent Summah of the entire Zemindary or Estate	Amount of Kists due for current fusly	Amount Collected	Balance	No of the Villages proposed to be attached	Actual or Estimated annual value of the portion proposed to be attached	Establishment proposed to be employed in the attachment	Per Centage of the Establishment to the Estimated annual value of the portion of the Estate attached	Date of the attachment	Remarks
1	2		3	4	5	6	7	8	9	10	11	12	13
				CRs a ℘	CRs a ℘	CRs a ℘	CRs a ℘		CRs a ℘		CRs a ℘		
	Proprietary Estate.												
1	Cautanarum Rajah Simhadry Estate	Apparow Beharder Proprietor	1	2135									
	Arrears of fusly 1256												
	Total		1	2135									
							140		2436	1 Sumuldar 10 Sebundy Peons 8	14 8	96	7th August 1847	Placed under the Amildar of the Rajahmundry Talook
							140		2436		14 8		

DESTROYED 1 March 1911

Rajahmundry District, Samulcotta 9th August, 1847. E. E. Jr. (Signed) T. Prendergast Collector

The

11135 Fort St George 30th August 1847.

Resolution thereon.

26-27

The Board sanction the Establishment amounting to Rupees 14-8- per Mensem for the Management of the Cautionarum Estate attached for arrears of Revenue.

To D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St George

From the Collector of Rajahmundry
28

Sir,

In reply to your letter of the 19th Ultimo, I have the honor to inform you that there are 80 individuals in precisely the same situation as the Petitioner private Sillar Cawn, their claims are now under investigation, and that it is my purpose to apply for sanction for the disbursement of the sums due to them all at once. To apply for Sanction for one individual will only lead to superfluous correspondence which may be avoided by my submitting a full report on the whole.

Rajahmundry District
Samalcottah, 12th August
1847.

/ Signed / T. Prendergast
Collector

Ordered that the following letter be sent in consequence.

11136 Fort St George 30th August 1847.

To
Lieutenant Colonel Wimbolt
Commanding 13th Regiment N.I.
Secundrabad.

Sir,

28-29

To Lieutt Colt Wimbolt
Commanding 13th Regt
N.I. Secundrabad

12th in Cons 30th Augt 1847

With reference to my letter of the 5th Instant, I am directed by the Board of Revenue to transmit to you the accompanying copy of a letter from the Collector of Rajahmundry accounting for the delay in disposing of the claim preferred by Private Sillar Cawn. The final orders of the Board in this case will be communicated to you in due time.

Fort St George
30th August 1847

/ Signed / D. White
Aff. Secy

Read the following letter.

To D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St George.

Sir,

30

From the Aff. Collr Coast of Masulipatam

Submitting for the Board's Consideration the circumstances connected with the seizure of Arrack exported by the Military Arkary

Ogr dd 21st June 1847

I have the honor to bring to the Board's notice the following circumstances connected with the seizure of some Country Arrack belonging to Ayddum Jagapatty, do the Military Arkary Contractor for fusly 1257 A.D. 1847/48 in consequence of its materially differing from the quantity entered in the

Fort St George 30th August 1847

Abkary Contractor and requesting the Boards instructions on the subject under the circumstances therein stated.

the Permits granted in the Rajahmundry District.

2. The Civil Arrack Contractor of the Bunder Division having complained to the Head of Police of Masulipatam that the Military Contractor was taking advantage of the Pass granted him for bringing arrack into the Town of Masulipatam, and conveying Liquor from the Rajahmundry District exceeding by 500 Viss the quantity entered in the Permits in opposition to the Rules enacted by Government, and with the view of effecting a clandestine sale of the article in the Villages within the Civil limits on its transit from the Rajahmundry District, the Tahsildar of Masulipatam in consequence of this information stopped the arrack while in the Civil limits, and it was brought by him to this Office, where he made a careful and exact measurement of the Liquor using the measures belonging to the Commissariat Department and also instituted the necessary enquiry into the case.

3. He reports that, by this measurement the amount of the Liquor actually seized amounted to Viss 4723/4 being Viss 565 3/4 in excess of the amount entered in the two Permits Viz.t 4157/2 Viss or 13 10/16 Viss per Cent, and this without reckoning for a large wastage by the bursting of two Casks after the seizure and other Causes.

4. The Military Contractor in his defence

Fort St George 30th August 1847.

defence stated that the excess is attributable to the difference between the measures with which the arrack was purchased in the Woondy and Mogultoor Talooks in the Rajahmundry District and those in use in the Commissariat Department at this station.

5. This statement is contradicted by the evidence of G. Ammiah the Military Contractor for Guntur and Nellore who deposed that he had at different periods during the time of his Contract imported large quantities of arrack purchased by him in the Rajahmundry District with the measures used by the Toddy drawers, and obtained Permits for the quantity calculated according to the Commissariat Measures and instead of an excess, he always found a wastage on comparison with the Government measures in the Commissariat Department.

6. A reference has been made to the Sub Collector of Rajahmundry on the subject, and 4 Measures have been forwarded to me which are stated to have been used by the Toddy drawers in the sale of arrack in the Mogultoor and Woondy Talooks as well as the reports made by the Tahsildars of those Talooks. The result of a comparison between the Commissariat Measures and those received from the Rajahmundry District, is shewn in the following Memorandum.

Names.

1139

Fort St. George 30th August 1847.

Names of Talooks Villages &c.			Quantity in Coonchums according to the purchase account given in by the Coormastah on behalf of the Military Arrack Contractor	Quantity entered in the Permits issued in the Rajahmundry District	Quantity ascertained by actual measurement with the Viss and Gallon measures in use in the Commissariat Department	Excess above the quantity entered in Col 3.	Result of the Comparison between the Measures received from the Rajahmundry District and those in use in the Commissariat Department. Weight of the Measure in Sun Kums each containing 16 old Copper Dubs	Rate in Viss and Sun Kums according to the Commissariat Measure	Total quantity in Viss	Difference between Col 3 and 8.
1			2	3	4	5	6	7	8	9
			Coonchums	Viss	Viss	Viss	Sun Kums	Viss Sun Kums	Viss	Viss
Quantity taken in the Villages of Mogaltoor Talook Viz.t										
No. of Coonchums										
Doddy putta	3	As per Measure No. 1					31	2 - 4	483 15/16	62 7/16
Elapacurroo	120		210 3/4	421 1/2						
Vamaverum	53 3/4	D.o No. 2					28 9/16	2 - 1 7/16		
Quantity taken in the Villages of Woondy Talook Viz.t					4,723 3/4	565 3/4				
No. of Coonchums										
Veeravausarum	419									
Auretecuttla	207 1/2	D.o No. 3	743				33 4/16	2 6 4/16	1,831 11/16	830 2/16
Ranyacoodooroo	116 1/2			3,736						
	743									
Pennauda	1125	D.o No. 4	1125				32 13/16	2 - 5 13/16	2734 7/16	
									4,566 2/16	
Total			2,078 3/4	4,157 1/2	4,723 3/4	565 3/4			5050 1/16	892 9/16

From

Fort St George 30th August 1847.

7. From this it will appear, that if the calculation is based on the Measures used in the Rajahmundry District the excess above the Permit quantity is still greater being 892 7/16 Vjfs. The Contractor's Goomastahs now state that these are not the measures used by them. The Toddy drawers in the Mogultoor Talook, where a portion of the Liquor was bought, declare that the servants of the Contractor brought their own Coonchum or Measure, but this is denied by the latter, as it of course would render the case still more strong against him.

8. The statements urged by the Contractor in his defence are respectfully over thrown, but though I thought it more fair to make due enquiry into these points of his defence, still I consider their refutation as of minor importance, in as much as the Contractor is bound to take care that the Liquor which may be conveyed under Permits should correspond exactly with the quantity entered in those documents; and as in this case, the Liquor on measurement has been found so materially to differ from the quantity specified therein, it is clearly liable to confiscation in conformity with the provisions of Section XIV Regulation 1 of 1820.

9. While such a measure would thus be in close accordance with the law, I am not prepared

Fort St George 30th August 1847.

prepared to state that there is any call for a strict enforcement of the penalty in this case, for though the Contractor has certainly not bettered his cause by the false statements he has put forth, still it has not been proved that fraud was intended or effected, and such misconduct and irregularity may be checked by a slighter penalty than confiscation, in which case the expences incurred for measuring the Liquor amounting to about 9 Rupees should be defrayed by the owners.

10. Under these circumstances, I solicit the Board's orders on the case and as the Liquor is now in deposit, and the necessary reference to Rajahmundry has caused some delay, I trust I may be excused for requesting an early reply. The value of the Liquor at the place of purchase might have been four or five hundred Rupees.

Masulipatam Coll^rs Cutcherry, 12th August 1847. } (Signed) A. S. Mathison, Ag. Coll^r

Resolution thereon.

30-31.

Under the circumstances stated in the foregoing letter, the Board are of opinion that the Malettary abkarry Contractor of Masulipatam for fasly 1256 has undue cover of Permits granted to him in the Rajahmundry District for passing 4187 1/2 Vjfs of Country Arrack, fraudulently conveyed into the limits of the Masulipatam District 892 7/16 Vjfs.

Vizs of that article in excess of the quantity entered in the Permits. The defence set up by the Contractor Guddom Jagapaty Roydoo being devoid of any extenuating circumstances, they direct under Section XIV Regulation I of 1820 that the arrack in question be confiscated and the proceeds distributed agreeably to the Regulation above cited.

Ordered that the following Endorsement be passed on Petition N° 1459 of 1847.

Petitioner having infringed the rules enacted by Government, the Board decline complying with his request.

Read the following letter.

(32)

From the Collr of Nellore — } To D. White Esqre
Acting Secretary to the Board of Revenue

Minutes of Consultation dated 22d June 1847 With reference to the extract from the Minutes of Consultation of the Board that the undermentioned Establishment being a part of that sanctioned for the Chendalore Salooda has been transferred from the 1st Ultimo to the Collector of Guntoor along with the 7 Villages incorporated in that Division.

	Rs a p
1 Peshcar Ganapaterayer Casavoloo	12 — "
1 Peon of 4th Class	4 12 "
2 Peons of 5th Do at 3-12 each	7 8 "
1 Do of 6th Do	3 — "
1 Mahatand	2 — "
1 Sweeper at Purchoor Bungalow	2 — "
2 Pensioned Sepoys their Batta at 2-12-4 each	5 — 8
	36 — 12 — 8

Nellore, Collrs Cutcherry 13th August, 1847.

I Signed J. G. A. Smith Collector

Order thereon

Ordered to be recorded.

(32-33)

Read the following Letter.

To D. White Esqre
Acting Secretary to the
Board of Revenue

(34)

From the late Agent to the Govr in Kurnool at Madras

Affording further information on certain points connected with the Hindoo and Mahomedan Institutions in Kurnool which receive money payments from the Treasury of that District.

Sir

I have the honor to acknowledge the receipt of your letter of the 19th Ultimo calling for further information on certain points connected with the Hindoo and Mahomedan Institutions in Kurnool which receive money payments from the Treasury and requiring to be informed whether certain grants have hitherto been considered perpetual or liable to resumption. Your letter arrived just as I was leaving Kurnool and as Sam probably better acquainted with the subject than my successor can be at present I brought it on to Madras with the view of answering it here.

2. From the arbitrary way in which the Mahomedan Rulers of Kurnool resumed or modified Grants and Enams of all sorts, I am disposed to think that they regarded none, even though supported by regular Sunnuds as entirely beyond their control. The Rulers pleasure was restrained by no Law that affected them and though

easier

Fort St. George 30th August 1847.

custom and the odium attached to resumption of Enams would in general be an effectual check on a too indiscriminate exercise of the power, they had not much weight with the late Nawab or his father Alaf Khan.

3. Most of the Institutions however now under review, are connected more or less with the Mahomedan Religion or with its ceremonial observances, and many of them are of ancient date; it may therefore fairly be inferred that though not made inalienable by any formal act, they would have been renewed from time to time so long as the country was under a Mahomedan Government, and thus they have in fact acquired almost the character of perpetuity.

4. The actual expense of keeping up a Durgah or similar object of veneration, is trifling, and when the allowance is large it is well known that one or more families, or else a number of Fakeers are in part supported by it. This peculiar class of hangers on, who are to be found in such crowds wherever there is a Mahomedan Government whose pride prevents them from laboring to procure an honorable subsistence though it

Fort St. George 30th August 1847.

does not stand in the way of their eating the bread of dependence, has already suffered much from the change of Rulers, and though I am as much averse as any one can be, to encourage the pretensions of the class, it should not be forgotten how short a time the country has been in our possession, and how vain it is to expect a sudden reformation or relinquishment of habits fostered from Childhood, and the attempt to enforce it hastily must always be attended with much personal hardship, and with an improper tendency to ill feeling towards the ruling authority. It is one of those evils that time and a gradual change of circumstances never fail to cure, and which does not appear of sufficient importance to be combated by measures on which an unfavorable interpretation might be put.

5. For these reasons I do not consider it advisable to declare all the grants alluded to in Para 3 of your letter at once liable to resumption on the occurrence of lapses, nor do I conceive it at all necessary for the Government to put it out of their power to resume or modify them at pleasure by pronouncing them perpetual, but I think it would be better to let them remain as at present (except those hereafter specified

specified) leaving the local authority a discretion to recommend resumption or renewal on the occasion of a lapse according to the circumstances of each particular case at the time.

Para 2 Statt. No 18

6. The Gosayen Mut referred to in Para 2 of your letter having been once transferred to a Faker by the late Nawab and there being several wealthy Gosayens in the District who are quite capable of supporting it if they chose, the present allowance might certainly be considered a Life Grant.

No 13 Ruttasolla Gooseinee.

7. This being of recent Establishment might be declared a Life Grant to the present incumbent.

No 15 Madari Mahaldar.

This money is paid to the makers of the Tabout on the occurrence of the Mohorrum, and might either be discontinued at once or on the demise of the eldest of the family but I beg to recommend the latter because these people used to receive very large sums from the Nawab at different festivals and have often applied to me for similar allowances which of course I have not been able to grant.

No 18 Sunkali Nalsa

This being merely connected with the festival of the Mohurrum might be discontinued on the demise of the present incumbent.

No 23 Hyder ali Shah.

This being of recent date might be discontinued on failure of lineal descendants.

No 49 Ashoor Khanah.

This being merely a part of the Mohurrum Ceremonial might be discontinued after the demise of the present incumbent.

Nos 50 & 51.

These being connected with the annual occurrence of the Ramzan and Bukreed might be discontinued.

The above are in addition to those recommended in my letter of 7th June last to be resumed or transferred to the Jeemiah list.

Fort St. George 30th August 1847.

last, in the latter case they will of course be subject to the same rules as all other Gramiahs and will only be renewed on special application to the Board.

8. Adverting to the last Para of your letter, the Aerar is, as the Board observe, an annual ceremony; if the deceased was a person of note, or of re-puted sanctity the tomb is re-visited in procession by his ad-herents when certain ceremonies are performed and alms are distributed to the poor, and the observance is held as perpetual.

Madras ---
August 6th 1847

/ Signed / S. Scott
Late Agent to the Governor in Kurnool.

(34-35)

Order thereon. Ordered to lie on file.

Read

Fort St. George 30th August 1847.

Read the following letter.

To
D. Stuart Esqre
Acting Secretary to the
Board of Revenue
Fort St. George.

(36)

From the Actg Collr of North arcot.

Sir,

I have the honor to submit an Estimate amounting to Rupees 388-9-6 for preparing the Standard Weights and Measures of the pattern received from the Deputy Commissary of Ordnance, to be used in the several Talooks in this District under the Proclamation Published in the

20th Oct. 1845 Page 959.

Fort St. George Gazette, and to request that sanction may be obtained for the amount.

North arcot, ---
Collrs Circuit Kutcherry,
Palmanair ---
5th August 1847.

/ Signed / E. L. Lovett
Acting Collector.

Estimate

No. 1.

Estimate for preparing Standard Weights and Measures for the use of the Talooks in the Northern Division of Arcot.

Description.	Estimated value per each.	Remarks.
	£ s. d.	
Weights		
1 Tola	" 1 "	
1 Pallum	" 1 9	
1 Viss	2 13 "	
1 Maund	18 5 "	14 Sets are required
	21 5 9	for the use of the
Measures.		
1 Allock	3 5	District.
1 Measure	4 "	
1 Mercall	2 "	
	3 1 5	
1 Parah	1 14 "	
Total per Set	25 5 3	
Estimated value for 14 Sets at the above rate	308 9 5	

North Arcot.....
Collectors Circuit Cutcherry
Palmanair 6th August 1847

E. E. H. Signed/ E. L. Lovell
Acting Collector

To

Resolution thereon.

(36-37)

It does not appear to the Board to be necessary to furnish each Talook without Standard Weights and Measures. The Sets retained at the Huzzoor Cutcherry may be used when required for testing and correcting the Weights and Measures in use in the Talooks.

To, D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George.

(38)

From the Actg Collr of North Arcot. Sir,

I have the honor to transmit for Sanction the accompanying Statements of Estimated and actual disbursements on account of all Extra Establishments, prepared agreeably to the form annexed to your Circular letter of the 17th July 1843.

North Arcot.....
Collrs Circuit Cutcherry
Palmanair.....
24th August 1847...

I Signed/ E. L. Lovell
Acting Collector

Estimate

1152

Statement of Charges for Services rendered to the Establishment under the Contagious Diseases Act 1866 and Acts amending the same, by Medical Practitioners, for the Month ending 31st December 1869.

Certificate for Examinations under Section 12 of the Act.

Number of Examinations	Amount Payable	Remarks.
1	2/6	
2	5/-	
3	7/6	
4	10/-	
5	12/6	
6	15/-	
7	17/6	
8	20/-	
9	22/6	
10	25/-	
11	27/6	
12	30/-	
13	32/6	
14	35/-	
15	37/6	
16	40/-	
17	42/6	
18	45/-	
19	47/6	
20	50/-	
21	52/6	
22	55/-	
23	57/6	
24	60/-	
25	62/6	
26	65/-	
27	67/6	
28	70/-	
29	72/6	
30	75/-	
31	77/6	
32	80/-	
33	82/6	
34	85/-	
35	87/6	
36	90/-	
37	92/6	
38	95/-	
39	97/6	
40	100/-	
41	102/6	
42	105/-	
43	107/6	
44	110/-	
45	112/6	
46	115/-	
47	117/6	
48	120/-	
49	122/6	
50	125/-	
51	127/6	
52	130/-	
53	132/6	
54	135/-	
55	137/6	
56	140/-	
57	142/6	
58	145/-	
59	147/6	
60	150/-	
61	152/6	
62	155/-	
63	157/6	
64	160/-	
65	162/6	
66	165/-	
67	167/6	
68	170/-	
69	172/6	
70	175/-	
71	177/6	
72	180/-	
73	182/6	
74	185/-	
75	187/6	
76	190/-	
77	192/6	
78	195/-	
79	197/6	
80	200/-	
81	202/6	
82	205/-	
83	207/6	
84	210/-	
85	212/6	
86	215/-	
87	217/6	
88	220/-	
89	222/6	
90	225/-	
91	227/6	
92	230/-	
93	232/6	
94	235/-	
95	237/6	
96	240/-	
97	242/6	
98	245/-	
99	247/6	
100	250/-	

Amount Payable £ 12 10 0

Examined for Payment

Medical Officer

Certified for Payment

Secretary to the Local Authority

Examined and Passed for Payment

Auditor

Paid £ 12 10 0

Date 31st Dec 1869

Signature of Receiver

Witness

Address

Remarks.

DESTROYED

1153

Statement of Charges for Services rendered to the Establishment under the Contagious Diseases Act 1866 and Acts amending the same, by Medical Practitioners, for the Month ending 31st December 1869.

Certificate for Examinations under Section 12 of the Act.

Number of Examinations	Amount Payable	Remarks.
1	2/6	
2	5/-	
3	7/6	
4	10/-	
5	12/6	
6	15/-	
7	17/6	
8	20/-	
9	22/6	
10	25/-	
11	27/6	
12	30/-	
13	32/6	
14	35/-	
15	37/6	
16	40/-	
17	42/6	
18	45/-	
19	47/6	
20	50/-	
21	52/6	
22	55/-	
23	57/6	
24	60/-	
25	62/6	
26	65/-	
27	67/6	
28	70/-	
29	72/6	
30	75/-	
31	77/6	
32	80/-	
33	82/6	
34	85/-	
35	87/6	
36	90/-	
37	92/6	
38	95/-	
39	97/6	
40	100/-	
41	102/6	
42	105/-	
43	107/6	
44	110/-	
45	112/6	
46	115/-	
47	117/6	
48	120/-	
49	122/6	
50	125/-	
51	127/6	
52	130/-	
53	132/6	
54	135/-	
55	137/6	
56	140/-	
57	142/6	
58	145/-	
59	147/6	
60	150/-	
61	152/6	
62	155/-	
63	157/6	
64	160/-	
65	162/6	
66	165/-	
67	167/6	
68	170/-	
69	172/6	
70	175/-	
71	177/6	
72	180/-	
73	182/6	
74	185/-	
75	187/6	
76	190/-	
77	192/6	
78	195/-	
79	197/6	
80	200/-	
81	202/6	
82	205/-	
83	207/6	
84	210/-	
85	212/6	
86	215/-	
87	217/6	
88	220/-	
89	222/6	
90	225/-	
91	227/6	
92	230/-	
93	232/6	
94	235/-	
95	237/6	
96	240/-	
97	242/6	
98	245/-	
99	247/6	
100	250/-	

Amount Payable £ 12 10 0

Examined for Payment

Medical Officer

Certified for Payment

Secretary to the Local Authority

Examined and Passed for Payment

Auditor

Paid £ 12 10 0

Date 31st Dec 1869

Signature of Receiver

Witness

Address

Remarks.

DESTROYED

Fort St. George 30th August 1847.

38-39

Order thereon.

Order to be issued.

Read the following letters.

To

D. White Esqre

Acting Secretary to the

Board of Revenue

Fort St. George

40

From the Collector of Salem - - - -

States that his Head Sheristadar Annajee Row is entitled to rank as a Head Sheristadar of 15 years standing from the 12th March 1847 & is entitled to receive a Salary of 150 Pagodas from that date.

Sir

I have the honor to acknowledge the receipt of Extract from the Proceedings dated 28th July 1847 conveying the correspondence noted in the Margin From the Secretary to the Board of Revenue dated 28th June 1847 - - Extracts from the Minutes of Consultation dated 8th July 1847 - relating to the modification of the Rule regulating the Pay of Head Sheristadars in extension of those Sanctioned under date 12th October 1827 and 4th March 1828 so as to include the service both of Tahsildar and Nair or Sub Division Seristadar when the aggregate period is not above 10 years, and requesting me to state the date on which my Head Sheristadar Annajee Row will be entitled to rank as Head Sheristadar of 15 years standing and to receive a Salary of 150 Pagodas per Mensem, and to inform you that agreeably to the modified rule alluded to above Annajee Row completed his service as a Head Sheristadar of 15 years standing on the 11th March 1845 as

ORIGINAL DESTROYED

Fort St. George 30th August 1847.

As Tahsildar in the Zillah of Coimbatore - - - - - -	6-4-22	as per Marginal Memorandum, and from the 12th March 1845 he is entitled to receive a Salary of 150 Pagodas, but he has been on the receipt of Salary as he low mentioned Viz.
Do Do Sub Division and Nair Sheristadar	11-7-15-	
	18-11-7-	
Half of the above period	9-11-3-	
As Acting Head Sheristadar in Coimbatore -	2-7-14-	
	11-7-17-	
As Head Sheristadar in this District from 30th October 1841 to 11th March 1845 - - - -	3-4-18-	From 12th March 1845 to 28th October 1845 at Pago: 80- From 29th October 1845 to 31st July 1847 as per Sanction of Government dated 13th February 1847 Pagodas 125. I therefore request that the Sanction of Government may be obtained for paying him the remainder of his Salary from the 12th March 1845.
	15-11-11-	

Salem Zillah Office
Collectors Office
3d August 1847.

/Signed/ W. E. Lockhart
Collector

Proceedings thereon.

40-41

In the foregoing letter the Collector reports that under the modified Rules Sanctioned

1856 Fort St. George 30th August 1847.

Sanctioned by Government under date the 8th July last, Annajee Row Head Serishtadar of his district, completed his service as a Head Serishtadar of 15 years standing on the 11th March 1845, and that he is entitled to receive a Salary of 150 Pagodas per Mensem from the 12th of that month. He states however that Annajee Row has been in receipt of 80 Pagodas from 12th March 1845 to 25th October 1846, and of 125 Pagodas from 29th October 1846 to 31st July 1847, and requests therefore that sanction may be obtained for paying to him from the 12th March 1845 the difference of Salary between the amount drawn and that to which he is entitled under the new Rules.

2. The Board beg to recommend that the necessary sanction may be granted, with reference to p. 3 of the Extract from Minutes of Consultation dated 8th July 1847. No. 777.

To

J. Lushington Esqr
Secy to Govt
Fort St. George

Sir,

I have the honor to report that when the decree in the O.S. No. 274 of 1842 instituted by Mr. G. F. Fischer for the recovery of 3 Spots of Poonjah land consisting of Acres 25-11-11 was passed in favor of Government a copy of which was forwarded to the Board with my Predecessor's letter dated the 27th July 1844 the Plaintiff preferred an appeal from the Decree in question in No. 88 of 1844 on the file of the Civil Court, an answer and other Vouchers connected with the case were filed by Mr. H. A. Brett the Sub Collector in temporary charge on the part of the Government; but on motions subsequently presented by the Appellant both in the Civil and Sudr Udalut Courts, the Civil Judge with the concurrence of the Court of Sudr Udalut remanded the Suit in question to the Subordinate Court for revision of Judgment.

2. The present Subordinate Judge passed a

11157 Fort St. George 30th August 1847.

To D. White Esqr
Acting Secretary to the
Board of Revenue
Fort St. George

(42)

From the Collr of Salem - - - - - 31.

Solicits the Board's instructions whether to make a detailed appeal in No. 88 of 1844 on the file of the Civil Court for 3 spots of land claimed by the Poostakdar of Salem.

Sir,

I have the honor to report that when the decree in the O.S. No. 274 of 1842 instituted by Mr. G. F. Fischer for the recovery of 3 Spots of Poonjah land consisting of Acres 25-11-11 was passed in favor of Government a copy of which was forwarded to the Board with my Predecessor's letter dated the 27th July 1844 the Plaintiff preferred an appeal from the Decree in question in No. 88 of 1844 on the file of the Civil Court, an answer and other Vouchers connected with the case were filed by Mr. H. A. Brett the Sub Collector in temporary charge on the part of the Government; but on motions subsequently presented by the Appellant both in the Civil and Sudr Udalut Courts, the Civil Judge with the concurrence of the Court of Sudr Udalut remanded the Suit in question to the Subordinate Court for revision of Judgment.

2. The present Subordinate Judge passed

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a revised Judgment on the 6th July 1847 in favor of the Plaintiff stating that the Plaintiff shall be at liberty to cultivate the two Kuller Porumboke lands lying on the Trichinopoly Road which are mentioned in the Plaint and specified more particularly in para 2 of the present Decree unless the Collector should on notice being given him by the Plaintiff to that effect be desirous of reserving the whole or any portions of those lands for the public purposes to which they are at present employed: that in the latter case the Plaintiff will be entitled to rent; and that with respect to the site of the Public Bungalow the Plaintiff will be held entitled to the rent claimed at the rate of Rupees 2-15- annually commencing with Fusly 1256. Copy of the revised decision and of the Extracts of the orders from the Civil and Sudr Udalat Courts are herewith forwarded.-

3. As only 30 days term for making an appeal from 6th July to 5th August has been allowed I was induced to file a brief appeal Plaint in the Civil Court before the expiration of the term, requesting that the revised Judgment now passed should be set aside and the Original decree confirmed. The Board I trust will observe that this limited time prevented me submitting my draft of an appeal for the Boards approval before prefering the brief appeal

Copy

* Mr. Fischers appeal Plaint answer filed on the part of the Circar.-

Copy of which together with Copy of the papers* noted in the margin is herewith submitted.

4. The revised decision has been passed by the present Subordinate Judge on examining the documents on which the Acting Subordinate Judges decision in favor of Government is founded without any additional Voucher, or witnesses being brought forward. This should be taken into consideration by the Board.

5. One of the three spots claimed by the appellant on which the Public Bungalow is situated is entered in the Pymash account as Cottamaidoo Mandavelly land to which the Moottahdar can have no right whatever an appeal Suit instituted in No. 19 of 1844 on the file of the Civil Court regarding land of a similar description has been decided in favor of Government, Copy of which decision is also submitted for the Boards perusal with this report but Mr. Fischers Special appeal from the decree in question is now admitted in the Court of Sadr Udalut.-

6. The other two spots which are set apart for the encampment of troops and hanging place are entered in the Pymash accounts as Kulur Porumboke and have never been under cultivation and the Moottahdars right to these 2 Spots also is very questionable, still I beg to state that the use of them can be dispensed with by the Circar, as the troops sometimes select places more convenient, and better supplied with

water

water for encamping on, than the spot allotted for that purpose. In all other Talooks there are no particular spots set aside exclusively for encamping on.—

The spot for hanging criminals might also be changed as the Judge can select one in the adjacent Dumany lands at a short distance from the present one. Consequently the above 2 Spots are not particularly required by the Circar, I therefore solicit the Board's opinion, and instruction whether to make any detailed appeal for the 3 spots or only for the one on which the public Bungalow is situated and to which the Circar have I think undeniable right.—

It occurs to me that independant of the consideration whether the spots of ground litigated in this case are required for the use of Government, or not, that as representative of the public interests, it is my duty to resist the Moottahdar's claim.—

I agree with the subordinate Judge that on the formation of Moottahs the Government relinquished all proprietary right to the lands in the Moottahs in regard, or with a view to Revenue, but they assuredly did not abandon the ordinary rights of a Government to exercise

their

their Control over the occupation of immemorial waste lands in the vicinity of Towns, and such as are used for public purposes, such as, the encampment of troops, halting places for merchants Carts, and where periodical markets are held: Sites of buildings for public purposes and Commons for grazing Cattle. Under the Zymash Settlements, and according to the usage of this, and every other Country, there are invariably waste lands set a side for a Town, and belong to the Township, and by all customs of the Country the Town lands are free. The Government could only make over to the Moottahdar what they considered theirs to give, and on these waste lands Government never could have collected rent, and the Moottahdar succeeding to the rights of Government have not I conceive on the same grounds the least claim to these lands.—I am induced to make these observations as it is notorious that the present Moottahdar has been appropriating the Town lands, and letting them out on leases for building to which in my opinion he has no right, but from which he can only be prevented by Civil process, which under the view adopted by the Subordinate Court in

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the present instance would prove delusive even under the modified opinion expressed in Para 17 of Revised Judgment.

[Signed] W. E. Lockhart
Collector.

Salem Zillah, Ossoor,
Collector's Cutcherry
3rd August 1847 ...

No. 1.

Review of Judgment of O.S. No. 274 of 1842

In Conformity with the instructions of the Civil Court dated 31st March 1846, and the Extract from the Proceedings of the Sudr Udalut under date 15th February 1847 the Subordinate Judge proceeds to pass, a revised Judgment on this case, in which Mr. G. F. Fischer as Moottahdar of Salem Originally sued the Collector of the District for the recovery of rent at the rate of Rupees 52-6-6. annually upon three pieces of Perumboke land within the limits of the Moottah, now in the occupation of Government - or that the Plaintiff may be permitted to let out the lands in question to other parties and for the recovery also of arrears of rent at the same rate, for 3 years prior to the institution of the Suit.

2. The circumstance of the Plaintiff having in his petition to the Civil Court of the 31st

May 1846, admitted the correctness of the dates assigned by the Defendant as those on which Government assumed possession of the lands in question, appears to supersede the necessity of taking evidence on this point. The Defendant alleges in his Petition to the Civil Court of the 31st March 1846 that one of these lands measuring 3 Acres 14 15/16 Coories, and another measuring 18 Acres 20 7/16 Coories, both of which are situated on the Trichinopoly Road have been respectively occupied by Government as a place of public execution and for the occasional encampment of Troops when on the March, since the year 1820 and that the third, measuring Acres 1 7/16 Coories has been occupied as the site of the public Bungalow since the year 1824.

3. The Court after a careful perusal of the Decree passed in the case by the late Acting Subordinate Judge Mr. Story and of the entire record, is of opinion that both parties have urged arguments in support of their respective claims which cannot after attentive examination be reasonably upheld a circumstance which has contributed greatly to augment the

record

record and to obscure the real nature of the points at issue.-

4.- The Plaintiff on the one hand claims that the Sunned-i-Milkeat Istimrar granted by Government in 1802 - on which his title to the Estate rests should be taken by the Court as their sole guide in adjudicating questions of this nature to the exclusion of the Sarvey accounts filed by the Defendant and of other Subsidiary evidence and quotes the words of Section III. Regulation XXV of 1802 in support of this view of the case. But the meaning of the passage to which he refers, that - "in all cases of disputed" assessment reference shall be had to the "Sunnuds and Cabooleats" is obviously to the effect that the Sunned should be considered as positive evidence on the subject to which it principally relates, being the assessment imposed by Government on each individual estate constituted at that time, it could not be intended by this expression that the Sunned should be referred to by Government or by Courts of Justice when points are in question which are in no way within the scope or intention of such a Document.

The

The present case is not one of disputed assessment, but of right to occupancy of certain lands within the limits of the Plaintiff's Inoottah which the latter claims on the grounds of the general right conferred upon him by the Sunnud but upon which demand the Collector resists in the belief that as in the Pymash or survey accounts dated in 1801 the lands in question are classed under the head of Peramboke and distinguished from the lands paying revenue on which the assets of the estate were calculated they are also to be considered as set apart and reserved for the service and use of Government a position which he conceives to be strengthened by the fact that they have actually been so occupied in the manner above particularized for a series of years.- If it were to be admitted that such were the meaning and intent of the expression used in these accounts which are filed as the Defendants Document № 5 the Subordinate Judge would entertain no question regarding the validity of the claim of the Collector.- To consider the Sunnud as the sole legal and

admissable

admissable evidence on a question of this nature, and to hold that the Mootlahdar possessed any right within the limits of his Estate respecting which the Sunnud itself contained no express reservation to the contrary would be tantamount to authorizing him to plough up and cultivate the ground occupied by the public roads, for these are classed under the same head of Perumboke, or to infringe upon any other private or public rights Government may possess a prescriptive right as well as private individual and in a case relating to such a right the Survey accounts may properly be admitted not as the Plaintiff objects, to construe or explain the terms of the Sunnud which must be considered paramount on the points to which that document relates but as evidence of the actual condition and occupancy of the land at the time of preparing those accounts which immediately preceded the formation of the Mootlah and the issue of the Sunnud itself.

5. On the other hand, while thus commenting on such Statements of the Plaintiff as appear to be erroneous, the Subordinate Judge is unable to concur in the estimate apparently formed by the opposite party with regard to the exact nature

nature of the rights of which a Zemindar or Mootlahdar is possessed in virtue of his Sunnud.—

From the answer presented in appeal Suit No 88 of 1844 by the late Sub Collector as Respondent in behalf of the Original Defendant, it would appear that the Zemindar according to the opinion there advanced is considered not an actual proprietor but a mere farmer of such land within the limits of his Estate which Government may have been pleased to assign to him as cultivable under the Sunnud as interpreted by the Survey accounts.— Such an argument the Subordinate Judge cannot but consider as opposed to the spirit of the Regulations of 1802 to the known intentions of Government at the time, and their express declarations on the subject from which it is manifest that an absolute proprietary right was then conferred upon the Zemendars and their successors for ever.—

6. The instructions issued by the Board of Revenue under date 15th October 1799 for the conduct of the Permanent Settlement contain a passage which directly bears upon this subject. It is to the following

Appendix to Fifth Report from the Select Committee on the affairs of the E. I. Company Page 726

following effect. "It has been resolved to adopt the "reform introduced some years since into the Bengal "Provinces by constituting the several Zemindars and other "Landholders having individual claims to such distinc- "tion actual proprietors of the Soil or lands composing "their Estates, subject to such conditions as may be here- "after noted." The expressions employed in Section II. Regulation XXV. of 1802 are in exact accordance with the above passage.

7.- The right of the Zemendars being thus positive, it remains to be considered whether any li- mitation to his power as respects Peramboke lands is to be inferred from the nature of the land itself which is thus classed or from its condition at the time of the Survey and the formation of the Poot- tah, as shewn by the Survey accounts, with regard to the first of these points it is to be remarked that in the Plaint this description of land is erroneously confounded with Anadee Purse from which its is essentially distinct Perumboke land is defined in the letter Colonel (afterwards Sir Thomas) Munro then Principal Collector of the Ceded Districts to the address of the Board of Revenue under date 26th. July 1807 as comprehending "all "land that is utterly unproductive, sites of "Towns and Villages beds of rivers, and in some

Fifth Report Page 787

"some cases of Tanks roads and exclusive tracts of "rocky and stony ground where no Ploughs can ev- "ver go" and again in the instructions to Surveyors appended to the same Communication. "In mea- "suring Perambokes or lands that cannot be cul- "tivated, you will specify the extent of Tanks of Puttahs, of open Villages of the Court yards of houses; x x x of the banks of Tanks, Rivers, Nullahs ravines, hillocks, roads, Kullar or barren land &c."

Glossary Fifth Report Art: Perambokes.

To the above description agree the definitions given elsewhere in the appendix to the Fifth Report of the Select Committee of 1812, in which the above letter is Comprised: as also in the notes to Mr. Ellis' well known Paper on the subject of Meerasy which also shew the dis- tinction between Perambokes and Anadee Punsee and in the Minutes of the Board of Revenue 5th January 1818, paras 69 and 70.-

app: Report of Select Committee of 1832 Vol: III Revenue No: 90 Page 528.

Do: Page 594.

8. It does not however follow that because as a general rule land of this description is to be considered unfit for agricultural purposes it may not in particular instances be actually capable of cultivation and in such a case, unless its occupation for this purpose interferes with the vested rights either of Government the public or private individuals, the Subordenate Judge thinks it may legally and properly be given by the Zemindar

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Fifth Report Page 787

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app: Report of Select Committee of 1832 Vol. III Revenue No. 90 Page 528.

Do. Page 594.

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Zemindar on lease in the usual way to a tenant in the same manner as other lands not classed under the same head. This is constantly the practice in Villages under Ryatwar management as is well known to Officers having any experience in Districts subject to this mode of Settlement and the Court think therefore that the same principle must hold good in lands under a Zemindary Settlement, and that the proprietor may act in the latter case as the Collector in a Ryatwar Village would do, by granting pattas for its cultivation to any person who may be willing to undertake it.-

9. With regard to the second point alluded to in Para 7 whether the fact of the Pramboke land having been deducted from the assets of the Estate upon which the permanent Jamma was calculated, is to be taken as shewing that the lands entered under this head were considered at that time as in the occupation of Government and reserved for public purposes the Court is clearly of opinion that in such a profession was intended, and that the lands were deducted from the assets chiefly on the ground of their being considered as of no value and incapable of yielding produce to the holder of the Estate, from which supposed fact the Authorities suitably inferred the impropriety of including them among the lands from which Rents or Revenue

was derivable to the proprietor, and on which the amount of the permanent Bariz was consequently to be calculated. This view of the subject is confirmed by the designation of the class under which two of the land are included being Kuller Pramboke, stony or rocky Pramboke. The third piece of land, that on which the public Bungalow stands, is classed under the head of "Kotta Mundava-ly Pramboke" being the high ground on glacis attached to the Fort of Salem, but this fort being now dismantled and dis-used, the Court does not think that the Government can properly claim any Spe-cial advantage in respect of this particular piece of land, in virtue of this dis-tinction.-

Defendants Document No 5 on Pymash accounts for 1801.

Defendants Document No 5 on Pymash account for 1801.

10. To suppose that at the time of the formation of the several Zemindaries and Mootahs in 1802 it was intended to reserve to Government the lands classed as Pe-rambokee, solely as such, would give rise to the most obvious anomalies. For in-stance a Tank may fall into a state of disrepair and become useless and the land forming its bed may thus be ca-pable of cultivation without injury to any private interests the principle

which

Fort St. George 30th August 1847.

which is contended for on the part of the Defend=ants would lead to the supposition that the Govern=ment only were entitled to cultivate the land thus rendered available to the exclusion of the Zemindar, although within the limits of his Estate or an old Road might be abandoned, and the same result would follow, for both the beds of Tanks and the ground occupied by Roads are classed under the same general head of Perambake.

11. With reference however to the above subject it is sufficient to observe that Government and the Board of Revenue have themselves admitt=ted the right of the Zemindar to the Perambake lands on his Estate in cases in which his occup=ation of them might not interfere with the rights of others; and to receive the Revenue de=rivable from them. This is clearly shewn by the letter of the Board of Revenue to Government dated 8th November 1824, filed as Plaintiff's 2d Document* and by the Extract from the Proceedings of the Board of Revenue† dated 23d December 1841 filed as the Defendant's 3d Document in which the Board express an opinion that the Plaintiff's claim should be resisted only if the lands were in the possession of Government at the time of the permanent settlement; which from the Collector's own admission, as well as the ge=neral tenor of the evidence it is manifest they were not.

12. It appears also from the Decree passed by the late Judge of this Zillah Mr. John Bird in O.S. No. 381 of 1821 Copy of which

*also by the Extract from the Proceedings of the Board of Revenue 20th July 1840 filed as Defendant's 2d Document.

†Para 3.

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which is filed as Plaintiff's 8th Document that not only did the Board direct that the Perambake lands within the Estate of Valacoorchee in the Namcul Talook, the Mootthahdar of which was Plaintiff in that Suit should be given up to the Mootthahdar, but that Government were also called upon by that Decree to refund to the Mootthah=dar the amount of Revenue Collected on those lands during a time when they were under the manage=ment of the Officers of Government.

13. In the present instance it is admitted on the part of the Collector that the two pieces of ground on the Trichinopoly Road were not ac=tually occupied by Government until 1820 and that constituting the site of the Travellers Bungalow in 1824 and not previous to that date- even this latter date however was 15 years prior to the date on which the present Plaintiff originally preferred his claim to the Collector which was in the Month of October 1839 as shewn by the present Plaint and the Court have therefore felt it their duty to Consider whet=her the claims of the Plaintiff should not be regard=ed as having lapsed under the limitation laid down in Clause 4 Section XXIII Regulation II of 1802.

14. It is to be observed on this point that the Plaintiff purchased the Mootthah only in 1836, as appears from the Decree of the Provincial

Court

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Court for the Southern Division in appeal Suits Nos. 6 and 7 of 1837. filed as Plaintiff's 3d. Docum: ment, prior to the above year 1836 it was in possession of native Zemindars.

15. Considering the relative position of a party in the latter situation as respects an Officer of Government, and the strenuous assistance which has in his case been made to the Plaintiffs claim on the part of the Collector the Court cannot think it matter of surprise that no such demand has been urged hitherto, and is of opinion that the Defendant cannot with propriety plead the lapse of years in bar of the Plaintiffs claim, especially when a circumstance adverted to in the above Decree of the Provincial Court is taken into calculation, that the Estate was under attachment, and consequently under Government management for many of those years, or from 1829 to 1834.

16. On the above grounds therefore considering that the actual occupation of the lands by Government does not appear to have taken place prior to the years 1820 and 1824, while the Court do not think that any express reservation of the lands in favor of Government can be held to have been made at the time of the formation of the Mootah in 1802, the Court are of opinion that the genirial & proprietary

Fort St. George 30th. August 1847.

proprietary right of the Zemindar to the lands within the limits of his Mottah must be supported in this case, and that the Plaintiff is entitled either to rent to other parties such portions of the Peramboke lands in question as may be found to be capable of cultivation, or to receive rents from Government, as long as the lands remain unoccupied, the Court think that the Government may if they find occasion make use of them for any temporary public purpose such as those to which the lands on the Pitchinopoly Road are said to be occasionally applied, in the same manner as any other waste and unoccupied lands could be so used: with respect to the site of the Travellers Bungalow, which is permanently occupied for that purpose, the Court are of opinion that the right of the Plaintiff to rent should be held absolute.

17. I must however be expressly understood that the decision of the Court in this case rests upon the particular circumstances attending

it.

Fort St. George 30th August 1847.

Court for the Southern Division in appeal Suits
No. 6 and 7 of 1837. filed as Plaintiff's 3d Docu-
ment; prior to the above year 1836 it was in
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Provincial Court is taken into calculation,
that the Estate was under attachment and Con-
sequently under Government management for
many of those years, or from 1829 to 1834.

16. On the above grounds therefore consider-
ing that the actual occupation of the lands by Go-
vernment does not appear to have taken place prio
to the years 1870 and 1874 while the Court do not
think that any express reservation of the lands in
favor of Government can be held to have been
made at the time of the formation of the Mootah in
1802, the Court are of opinion that the genirial &
proprietary

Fort St. George 30th August 1847.

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the Travellers Bungalow, which is perma-
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are of opinion that the right of the Plaintiff
to rent should be held absolute.

17. It must however be expressly under-
stood that the decision of the Court in this case
rests upon the particular circumstances attending

it.

Fort St. George 30th August 1847.

and that the present Decree must not be taken as in any way implying sanction to the occupation by the Zemindar of similar Pramboke lands which may have been either in the possession of Government or employed for public purposes by the Community in general at the time of permanent settlement and which may have been subsequently so occupied since that period, or of lands respecting which the provisions of Clause 4 Section XVII Regulation II of 1802 may be reasonably considered as barring the claim of the Zemindar, on the ground of any prescriptive right which may have been fairly established either by Government or the public in general. In the latter case it would be the duty of the Collector, the Court think, as the natural and appointed protector of the rights and privileges of the people, to persist such an encroachment and to defend any actions which might result from following such a course.

With

Fort St. George 30th August 1847.

18. With regard to the present case the Court decide therefore that the Plaintiff should be at liberty to cultivate the two Kuller Pramboke lands lying on the Trichinopoly Road which are mentioned in the Plaint and specified more particularly in Para 2 of the present Decree, unless the Collector should on notice being given him by the Plaintiff to that effect, be desirous of reserving the whole or any portions of those lands for the public purposes to which they are at present applied. In the latter case the Plaintiff will be entitled to rent at the rate stated in the Plaint for the portions so reserved: with respect to the site of the Public Bungalow the Plaintiff will be held entitled to the rent claimed at the rate of Rupees 2-15-0 Annually commencing with the current Fusly inclusive.

19. Under the circumstances of the Case already adverted to, the Court do not think they would be justified in allowing the claim of Plaintiff to arrears, for until the merits of the case for both parties had been fully weighed and determined.

Fort St. George 30th August 1847.

determined in a Court of Law, it must be admitted that the Collector on a primâ facie view of the subject and considering the length of time that the lands have been in the occupation of Government, possessed some reasonable grounds for resistance to the Plaintiff's claim.

The Costs of Suit will be defrayed by the respective parties.

(Signed) H. Frere
Subordinate Judge.

Costs incurred by the Plaintiff- R. a- P. R. a. P.

Value of Stampt paper	33-	-	-
Batta for Summons' Peon	2-	14-	-
Pleaders fees	13-	5-	7-
	49-	3-	7

Costs incurred by the Defendant.

Value of Stampt paper	11-	-	-
Pleader's fees	13-	5-	7-
	24-	5-	7

Total Costs 73- 9- 2

Given under my hand and the seal of the Subordinate Court at Salem the 2d day of June A. D. 1847.

Sealed and Signed on the 6th day of July 1847.

Term for making appeal expires on the 6th August 1847.

(Signed) H. Frere
Subordinate Judge

Plaintiff and Defendant are hereby informed that in conformity with the order of Sudr Udalut No 18. no compromise entered into by the parties will be valid unless it first receives the sanction of the Court by which this Decree is passed.

(Signed) H. Frere.
Subordinate Judge.

No 2.

Fort St. George 30th August 1847.

No 2.

Extract from the proceedings of the Civil Court in the Zillah of Salem under date the 31st March 1846.

Read again proceedings of this Court under date the 15th January last connected with Appeal Suit 88 of 1844.-

Read also motions presented by Respondent and Appellant numbered 83 and 84 of 1846.-

As the Respondent declares that two of the three lands have been in possession of the Government since 1820 and the other since 1824 and the Appellant on the Contrary maintains that the grounds were not occupied by Government previous to 1828 and it is material to the issue of the Suit to ascertain whether Respondent or Appellants representations are correct and as the record does not shew evidence has been taken on this material point- the Court under the provisions of Section XI Clause 2 Section X Act VII of 1843 and the Circular Order of the Court of Sudr Udalut of the 27th August 1829 resolve to remand the Suit with an injunction to the Subordinate Court to take evidence on the above point and then

Fort St. George 30th August 1847.

then to proceed in such manner as may appear conformable to justice and to the Regulations.-

Ordered that the record of the Suit be returned to the Subor=dinate Judge with Extract from these proceedings and those of the 15th January last.-

/True Extract/
/Signed/ I. G. S. Bruere
Civil Judge.

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

No. 3.

Extract from the Proceedings of the Sudr Udalut under date the 15th February 1847.-

Read again Miscellaneous Petition presented on the 10th August 1846 by T. Ramachendriah Vakeel on behalf of Mr. G. F. Fischer of Pillah Salem.-

Read also return under date the 14th November last from the Civil Judge of Salem to the precept of the Sudr Udalut dated the 2d idem directing the Submission of Copies of the Decree of the Subordinate Court in original Suit No. 274 of 1842 and of motions No. 83 and 84 of 1846 presented

Fort St. George 30th August 1847.

respectively by the Appellant and Respondent in Appeal No. 88 of 1844 preferred from the Decree in question.-

1 The Court of Sudr Udalut having attentively considered this return together with the papers therewith sub=mitted are of opinion that the provi=sions of Clause Second Section X Act VII of 1843 and the rule laid down in the Circular order of the Sudr Udalut under date the 27th August 1829 clearly justify the course pursued by the Civil Judge in remanding the Suit re=ferred to, to the Subordinate Court for revision.-

2 The Court observe that as the Petitioner has by Petition to the Civil Court dated the 27th May 1846 "admitted the date set forth by the Re=spondent" and consented to allow him "to derive the full benefit of such ad=mission the great delay which the Pe=titioner apprehends" as inseparable from the investigation of irrelevant matter directed to be enquired into by the Civil Court will be avoided.-

3 Under these circumstances the Court of Sudr Udalut consider that no

no grounds exist for their interference in the matter of this Petition.-

Ordered that Extract from these Proceedings be sent to the Civil Judge of Salem for his information.-

Ordered also that Extract from these Proceedings be granted to the Petitioners' Vakeel on his Application.-

/True Extract/
/Signed/ G. Arbuthnot
Head Assistt. to the Regr.

To the Civil Judge of Salem.-

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

No. 4.

Brief Appeal Plaint filed in the Civil Court of Salem from the decree of the revised Suit No. 274 of 1842 on the file of the Subordinate Court by the Defendant (now Appellant) W. E. Lockhart Esqr. Collector in the Zillah of Salem.-

The original Suit was instituted by Mr. G. F. Fischer Moostadar of Salem for the recovery of certain spots of Poonjah land consisting of acres 25-11-11- bearing teerwah Rupees 52-6-6- and yielding a profit of Rupees 110 per Annum as also for the Cundayem of the 3 previous years. It having been fully

†Annady Farms.

*Rs. 157-3-6-

fully proved by the answer Rejoinder and vouchers filed in the case that the claim was a groundless one the Acting Subordinate Judge decided it, on the 2nd July 1844 in favor of the Defendant; but the Plaintiff appealed from the said decision in Suit No. 88 of 1844 on the file of the Civil Court, an answer was also filed by the Respondent when the case was referred to the Subordinate Court for Revision. The present Subordinate Judge passed his decision on the 6th July 1847 quite contrary to the proceedings held in the original Suit decree of the Acting Subordinate Judge and answer filed to the Appeal Plaint and directed that the Government should pay Cundayem in the event of their wishing to retain 2 of the spots in dispute and should also pay to the Plaintiff Rupees 2-15-- per annum from Fusly 1256 on account of the spot on which the Public Bungalow is now built this being contrary to justice I institute this Brief Appeal Plaint to obtain decision for confirming the original decree and setting aside the

no grounds exist for their interference in the matter of this Petition.-

Ordered that Extract from these Proceedings be sent to the Civil Judge of Salem for his information.-

Ordered also that Extract from these Proceedings be granted to the Petitioners' Vakeel on his application.-

/True Extract/
/Signed/ G. Arbuthnot
Head Assist. to the Regr.

To the Civil Judge of Salem.-

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

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Fort St. George 30th August 1847.

the revised decision of the Subordinate Judge. The detailed Appeal Plaint will be filed on the receipt of instructions from the Board of Revenue on the subject.-

Salem Killah Office
Collr's Cutcherry,
23rd July 1847.

/Signed/ W. C. Lockhart.
Collector

No. 5.

The Vakeel Vencata Soobbeh presents his Compliments and begs to state that this Appeal (No. 88 of 1844) from the decision of the Subordinate Judge / Mr. Story / in the O. S. No. 274 of 1842 comes before the Civil Judge under the following circumstances.-

The Appellant (the Plaintiff) in O. S. No. 274/42 Mr. G. F. Fischer Moottahdar of Salem) filed a former Plaint No. 203/41 against the same party who is respondent in this Appeal and defendant in O. S. No. 274/42. (namely Mr. J. D. Gleig Principal Collector of Salem) for the very same object as that of the present O. S. No. 274/1842 namely to recover rent for and establish his right as Moottahdar to certain ground called Porumbokee lying within the boundaries of his Moottah but which the defendant contended he had a right in behalf of

Fort St. George 30th August 1847.

Government to occupy and dispose of without making any Compensation to the Moottahdar.-

2 The proceedings in that suit (O. S. No. 203 of 1841) will be hereafter referred to more in detail wherefore appellant will only here observe that the Sub Judge / Mr. Story / the same who dismissed the present O.S. No. 274 of 1842, did there on the 11th November 1843 on very clear grounds referring carefully to documents on both sides establishing those grounds and on Cogent reasoning therefrom decide altogether in favour of Appellants' Claim.-

3. The Appellant before proceeding into the particulars of the case begs leave to call the Courts attention to some general principles the recognition of which he deems absolutely essential to establishing the validity of his grounds of appeal and to refuting the errors in the Sub Judges decree some indeed of these principles are of so elementary and almost universally admitted a nature that he feels it necessary to solicit the indulgence of the Civil Judge for occupying his time with

with endeavours to prove them, but this appellant humbly hopes that his excuse herein will be found not only in the obvious importance of the princi=ples themselves, but mainly in the utter ignorance or neglect of them displayed by the Sub Judge and the consequent increased necessity of esta=blishing and enforcing them.-

4- The principles contended for are 1st That justice is no respecter of persons but is bound to treat all suitors of whatever quality with rigid impartiality and to apply to them the exact same rules, consequently that whatever weight may in other cases be allowed to opinions or decisions of the Government or of any of its Boards or official servants, yet in cases where the Government whether directly or by any of its servants, be=comes itself a litigant party such opinions or decisions can be regarded only as the opinions or decisions of any other private suitor would be, the consequences of this plain principle are in the present case important in the

the extreme. No suitor can make his own resolutions declarations opinions writings or accounts evidence for him=self though when they amount to admissions or acknowledgements they are the best evidence against him. therefore in a case like the present where Government by one of its Revenue officers chooses to litigate in a Court of Justice a matter affecting its own revenue it is not competent to Government to make evidence in its own behalf or in other words to give in evidence for itself its own Revenue accounts, its own minutes of Council, its own opinions in its own favour in whatever form such opinions may be expressed whether in letters minutes or decisions whether by the Governor in Council (except when published as a Government Re=gulation) members of Council Government Secretaries or by the Board of Revenue. In such cases however it is always competent to the suitor litigating against the Government to give in evidence against the Government any

any Government letters minutes or the acts of any Government Officers shewn to have been approved by or known to the Government.-

5 If it be objected that for reasons of public policy Government ought to have the power of making its opinions and decisions binding on its subjects, the answer is very simple, namely that Government has this power but can only exercise it in one particular way. Down to 1834 the Madras Government and at present the legislative Council can pass whatever regulations or enactments are considered necessary, and when these are officially published they are binding on all, all are bound to know them, but no decision or opinion of Government unless solemnly promulgated

promulgated in this way (as prescribed by the Imperial Parliament whence alone the Indian Government derive their authority) can be binding another and quite distinct ground of objection is this it is true that every one must be presumed to know the law and the acts of the Legislative Council, and the Regulations of the Madras Government are law, but the very opposite presumption applies in every other instance, and before any litigant can adduce any act declaration writing or account of his own as in any degree binding on his adversary he must first prove that it was clearly and specifically brought to the notice of that particular adversary. But the Government itself as appears from its own deed of grant the Sunnud-i-Milkeut-Istimrar proved in this Case and from Regulation 25 of 1802 Section 3 makes no such pretensions for itself whatever

whatever its Judicial or Revenue servants may do for it - This is a matter requiring no argument to prove the Extracts quoted in the Margin require only to be read to put it beyond all dispute that the Government has officially recognised the principles above contended for. To point out every instance wherein in the present Case this principle applied directly or indirectly would swell this appeal far beyond its legitimate bounds, but the Appellant feels satisfied that every useful purpose will be attained by his praying the Civil Judge to bear it constantly in mind and make his own application of it when necessary.

6. Another important principle is that contained in the well known

I. The Sunnud Para 13 after stating the preceeding paras to be an abstract of the obligations and duties incurred and of the rights acquired by the holder of the Sunnud says that for the enlargement Vide the Governor in Council "will Continue from "time to time to enact "such Regulations Vide "Vide - "Such Regulations" "will be administered" "by independent Judges" "in Constituted Courts" "of Judicature governing their decisions" "by the laws only" "The Decrees of those" "Courts will be found" "ed on the regulations" "of Government printed" "published and transla" "ted for the" "information and" "Security of its subjects"

N B.

N B. No mention here of private correspondence, letters of Government Ministers of Consultation or opinions of the various authorities -

II Regulation 25 of 1802 Section 8 The said Sunnuds and Cabuliats shall contain the conditions and articles of tenure by which the lands shall be held. No mention here of Pymash accounts or any other accounts -

known phrase "expressio unius exclusio alterius" which has an important application in more than one instance in the present Suit -

1st " When Government expressly declares that the Sunnuds and Cabuliats shall contain the conditions Vide " by which lands shall be held; this is tantamount to a declaration excluding every other kind of Document whether Pymash accounts or any other from being referred to as evidence of those conditions it is to be read as if the words were "the Sunnuds and Cabuliats, and they alone shall contain" Vide Vide -

2nd " This principle applies to the reservations made by Government in Section 6 Regulation 25 of 1802 - The Government there enumerates, clearly and specifically what it reserves to itself and this enumeration of its reservations is clearly tantamount to a declaration that it reserves only what is there enumerated and nothing more - The appellant will no longer

III Para 12. "It never could "have been the intention of "the Government to reserve "to itself the proprietary "right in lands situated within

"within the Villages granted
"to the Zemindar, and thereby
"deprive him at their
"pleasure of the power
"to improve his estate by
"clearing the Jungle land
"situated within the
"boundaries of his Villages"
"If such had been the
"intention the reservation
"should have been and
"undoubtedly would have
"been entered in the Istimrar
"Sunnud granted when the estate
"was sold to the Plaintiff's father.
"In that deed however no such reser-
"vation can be discovered. The Proprietor
"is encouraged to improve and extend the
"cultivation of the land and to enjoy in
"confidence the fruits of his own industry, in
"Section XI Regulation XXX A.D 1802 also, it is
"expressly provided that proprietors of land shall
"not be prevented from granting Puttahs for clearing
"and bringing waste lands into Cultivation a power
"which could not have been granted them in case
"such lands were to be considered the property
"of Government"

13. "The Sunnud i. Milkiat Istimrar
"is the title deed upon which the Plaintiff holds his
estate

longer dwell in this topic than to pray the Civil Judges attention to the explicit recognition of this principle by that able Judge Mr. John Baird in his decree of the 27th April 1824 in C.S.N. 381 of 1821 [Nunjiah Gounden V Mr. D. Cockburn Esq.] in the parts of Paras 12 and 13 quoted in the Margin.

"estate. By that deed the whole of the lands situated
"within the Village of Nagamoogam candoo with the
"exception of Lackray lands and lands paying only
"favourable quit rents are granted to the proprietor
"upon his paying annually a fixed sum denominated
"the Beriz of the Estate and there is no reservation in
"regard to waste lands of any description the every
"article of revenue reserved by the Government is
"expressed in Para 4."

The Appellant feels compelled
7- in order to save time and space, to pass on at once
to the general rules regarding the construction of
contracts, rules which are the same in law and
equity as in ethics in English law, as in the
IV Verba cateram fortius old Roman law and the
accipiuntur contra pre-
-ferentem" a deed or other
instrument shall be taken
most strongly against the
grantor even in the case
of guaranteed, if there be
any doubt the contract
shall be construed most
strongly against the party
who becomes bound. "In the
case of an exception in
a lease 1st" it is a general
rule of construction that
if there be any doubt
about its meaning the
words

modern code Civile of France I. The terms of a deed of grant gift or sale shall in cases of doubt or ambiguity be always most strongly construed against the party who grants, gives, or sells. II. when the words of a deed are plain and intelligible and the deeds contain no express reference to any other instrument or document no such instrument

words of the exception
or reservation / being
the words of the lessor
are to be construed
favorable for the
lessee and against
the lessor."

Chitty on contracts 79-80

V "Chitty on Contracts 75-
In general an instru-
-ment must be construe
-ed by the provisions
contained in it and
not by any thing dehors
the sole exception
being that in Equity
when several deeds
are executed at the
same time and for the
same object they will
be construed in connec-
tion with each other."

VI Do. page 81 "The
principle that where
there is no ambiguity in
the terms used, the agree-
ment or instrument itself
shall be the only criterion
of the intention of the
parties excludes parol
evidence

instrument or document
can be referred to in order
to explain or interpret
the deed.

III This principle may be
given at once in the
words of Mr. Chitty page
68. The popular mean-
ing of words is to be adopt
-ed or agreement is to be
construed according to
its sense and meaning
as collected from the
terms used in it which
terms are themselves to
be understood in their
plain ordinary and
popular senses. The
application of this doc
-trine will at once
be seen when the
Civil Judge reads
the Sub Judges
laborious attempt
in his decree now
appealed against, to
give a new inter-
-pretation to the
word Perumbake
and to reverse

that

evidence contradic-
-tory to the writing itself
and in the following page
he cites three decid
-ed cases shewing
that in the case
of a mercantile
contract in writing,
where the meaning
of written words
was clear and plain
the Courts would
not admit evidence
to prove that mer-
-cantile usage
was quite contrary
to the meaning of
the written words
the Judges saying
that it would breed
endless confusion
in the contracts of
mankind if custom
could avail in such
a case."

that which in a former
suit both he himself
and Collector Gleig had
unhesitatingly admitted
as the Common and
general meaning of
the phrase.

8 If the Civil Judge
will take this last
principle in connection
with the first principle
set forth in this para,
he will see at once
how little consistent
it is with known rules
of equity for the Sub
Judge not merely to
seek to construe the
terms / ambiguous as
he says / of a Government
grant most strongly
against the grantee
but to do so by rejecting
the plain and usual
meaning of the word "Perum-
-boke" / a meaning adopted by
himself until now and still
used by the Government Collec
-tor / and assigning to it an unusual
meaning and not only unusual but at variance

with

words of the exception /or reservation/ being the words of the lessor are to be construed favorable for the lessee and against the lessor."

Chitty on contracts 79-80

V "Chitty on Contracts 75. In general an instrument must be construed by the provisions contained in it and not by any thing dehors the sole exception being that in Equity when several deeds are executed at the same time and for the same object they will be construed in connection with each other."

VI Do. page 81 "The principles that where there is no ambiguity in the terms used the agreement or instrument itself shall be the only criterion of the intention of the parties excludes /and evidence

instrument or document can be referred to in order to explain or interpret the deed.

III This principle may be given at once in the words of Mr. Chitty /pg 68. The popular meaning of words is to be adopted or agreement is to be construed according to its sense and meaning as collected from the terms are themselves to be understood in their plain ordinary and popular sense. The application of this true will at once be seen when the Civil Judge reads the Sub Judges laborious attempt in his decree now appealed against to give a new interpretation to the word Perumbaloke and to reassert that

evidence contradictory to the writing itself and in the following page he cites three decided cases shewing that in the case of a mercantile contract in writing where the meaning of written words was clear and plain the Courts would not admit evidence to prove that mercantile usage was quite contrary to the meaning of the written words the Judges saying that it would breed endless confusion in the contracts of mankind if custom could avail in such a case"

that which in a former suit both he himself and Collector Gleig had unhesitatingly admitted as the Common and general meaning of the phrase.

8. If the Civil Judge will take this last principle in connection with the first principle set forth in this para, he will see at once how little consistent it is with known rules Judge not merely to seek to construe the terms /ambiguous as he says/ of a Government grant most strongly against the grantee but to do so by rejecting the plain and usual meaning of the word "Perumboke" /a meaning adopted by himself until now and still used by the Government Collector /and assigning to it an unusual meaning and not only unusual but at variance with

with common sense, and with the terms of other Government documents.

9 The Appellant now proceeds to give an outline of his case if in conclusion he finds that time and the reasonable limits of his appeal permit it, he will be but too happy to examine in detail the decree of the Subordinate Judge. Should he not be able to do so, he prays the Civil Judge to consider first the calmly worded and well reasoned decision of the Sub Judge dated 11th November 1843 and the weight due to the decrees and other documents on which it is founded and then to contrast with the former decree that of the 6th June 1844 upon the same question and the same evidence. The animus evinced by the sneering and disparaging language vented against appellant, is a matter which he leaves wholly to the Judicial impartiality and uprightness of the Civil Judge, but he requests especial attention to the facts shewing the Sub Judge's sudden change of opinion the absence of any fresh evidence to justify such a change his entire adoption at first of the Board of Revenue's opinion his sudden discrediting of it as "evidently rash and unguarded" his former reliance on the 3 Decrees, and his sudden discovery that they really had no reference whatever to the point at issue, his complete and unhesitating self contradiction, his ungrounded assumption that those decrees

were founded on particular accounts not even mentioned in those Decrees, but most of all to the most strange and laboured and inconclusive not to say absurd attempt to prove by argument that in June 1844 "Peramboke meant something quite opposite to what it meant in November 1843 and that because in the company's early history armed peons were sometimes employed to protect the Company's Servants therefore the Government [in Regulation 25 of 1802 Section 5] referred to Forts when it spoke of lands heretofore appointed to the support of Police Establishment" a Fort may doubtless protect either police, Military or Civilians but the appellant must leave it to the new light which seems to have burst upon the Sub Judge to explain how fortifications can in the plain ordinary and popular sense of the word [to use Mr. Chitty's phrase] be said to "support any body of men or where he has found that a fort means lands intended to support men". The appellant ventures to suggest it as just possible, that by the phrase "lands" appointed to support or subsist people, Government may have meant arable cultivable lands, whose produce was appointed to the maintenance of Peons if so the Civil Judge must know was actually the case in so many instances] rather than the mud or stone walls of a fort or even the ground

on

on which they stood in fact that by the words lands they meant lands and not walls — when next the Sub Judge turns to history the appellant ventures to suggest that without any very great research he may find numerous instances of Native Princes assigning lands (under several denominations) both to their own followers and to the Company for the support of Civil and Military retainers in the former case and for the maintenance of subsidiary forces in the latter. whether the Sub Judge can shew even a single instance of a bare fort having been ever so accepted or offered the appellant ventures to doubt. That the Sub Judge's position can at most apply only to the Fort walls and not to the ground within the walls is clear from the 3d para of the letter of the Board of Revenue of the 8th November 1824 wherein they merely repeat the orders contained in a former letter of the 20th September 1821 and the Board expressly states that the Government sanctioned these proceedings by their orders.

10 — In order not to break the thread of his case the appellant will here submit three propositions for the consideration of the Civil Judge. Their application to the positions of the Sub Judge and of Collector Craig (the purport of which to what the appellant believes to be the one point really at issue) will be sufficiently evident on perusing the pleadings and Decree of those parties. 1st If Government admit as they have done (E No 2 Letter of Board of Revenue 8th November 1824 para 3 stating that Boards opinion to be sanctioned by Govt) that the Mouttadar entitled to make profit of ground within the walls of the Fort (even while those walls are actually standing on the principle that such ground is

is included within the boundaries of his Mouttah) it is not easy to see on what principle Government after they had pulled down and removed those walls as useless and no longer required could deny the Mouttadar's right to make profit of the ground on which those walls formerly stood still less of ground without those walls, and which while the walls stood had served as a glacis for it. 2dly admitting (tho' solely for argument's sake) that Government have a right to occupy grounds gratis for public purposes Vizt Fortwalls or Travellers Bungalows yet "cessante ratione cessat lex" By pulling down the Government conclusively admits that the ground is not needed for that purpose and whether in such case is it most fair and reasonable that the strip of land on which the walls stood shall belong to the Mouttadar who owns the lands in both sides of it, and to whom the Government assigned all lands within his (Mouttah's) boundaries, with only certain exceptions, whose terms have ceased, on the pulling down of the walls, to apply to this strip of land or that it should remain with Government after cessation of the public object for which alone they had held it

it III. Admitting the Government has a right to occupy for public purposes, lands occupied or unoccupied within limits which it has granted to private individuals, and not specifically reserved to itself does it follow that it has a right to do so gratis. The presumption must be the reverse, according to the daily practice in England. Therefore the construction of railroads and the improvements of streets, individuals are daily obliged to give up their property in lands and houses for public purposes, but only upon receiving full compensation.

11 The outline of the facts of case and what led to it is as follows, on the 13th July 1802 the Madras Government passed Regulation 25 of that year whose intention is pretty plain from the preamble which sets forth that the former mode of Revenue arrangements were "injurious to the permanent prosperity of the Country by obstructing the progress of agriculture population and wealth" wherefore the British Government has resolved to remove from its administration so fruitful a source of uncertainty and dispute to grant to Zemindars and other land holders a permanent property in their land for all time to come Section 3 declares that the

the terms of Government Sunnuds and the Corresponding Cabooliats in each particular case shall be decisive and they alone in all disputes respecting the same and Sections 4 and 5 Specify all that the Government reserves to itself. On the same day 13th July 1802 was passed the Regulation 30 of that year, whose 15 Section says that nothing therein is to be construed to prohibit proprietors of land from granting without the Sanction of Government Pattahs for clearing and bringing waste lands into cultivation on the 30th August 1802 the Governer in Council granted the Sunnuds i. Melkat Setimirar in this case. The Preamble of that Sunnud is just a copy of the Preamble of Regulation 25 of 1802 The 4th Para Specifies all the exceptions and reservations which the Government made in its own favour, namely

1st Revenue derived from the manufacture and sale of salt or saltpetre 2d Sayer or duties of every description whether by Sea or Land.

3d The abkarry or tax on the sale of spirituous liquors and intoxicating drugs 4th The excise which is or may be

levied

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3d Cly The abkarry or tax on the sale of spirituous liquors and intoxicating drugs 4th Cly The excise which is or may be levied

levied on commodities or on articles of consumption 5th ly All taxes personal and professional, as well as those from markets, fairs and Bazars 6th ly All lakheraj lands/ lands exempt from the payment of public revenue/ and all other alienated lands paying a small quit rent, 7th all lands and rusums heretofore appropriated to the Support of Police establishments. The next para of importance is the 30th which says that "The foregoing conditions contain an abstract of all the obligations and duties which you shall incur and of the rights you have acquired under the new constitution Vz. Vz. but the Governor in Council will continue from time to time to enact Such Regulations as experience Vz. Vz. Such Regulations will be administered by independent Judges in constituted Courts of Judicature governing their decisions by the laws only/ not by opinions of Government or Minutes of Consultation. The decrees of those Courts will be founded on the regulations of Government printed published and translated for the information and Security of its subject. Para 14 of the Sunnud says to the Land holder "Being therefore sensible of the benefits conferred on you by the institution

institutions and confident of enjoying the fruits of your industry, you shall Vz. Vz. encourage them/ the Ryots/ to improve and extend the cultivation of the land and lay the foundations of your own happiness in the permanent prosperity of your Zemindary."

12 Such being the terms of these
2 Regulations and of the Sunnud. i. Milkent Titimerar appellant submits that they clearly bear out the following propositions, 1st ly That the object of Government was to benefit the landholders in the first instance and themselves eventually, by inducing the former to improve and extend the cultivation so much so that in Section 15 Regulation 31 of 1802 they anxiously make an express declaration "that they have no intention of preventing landholders from granting" puttahs for clearing and bringing waste land into cultivation. Here and there may be found a Revenue Officer whose narrow views may induce him conscientiously to believe that he is advancing the interests of Government by picking out a half Cawnie in one spot and a quarter Cawnie in another and then endeavouring to prove in a long course of litigation by far fetched arguments and

and contrary to the spirit nay expressed terms of Section X Regulation II of 1802 in opposition to former decrees of Courts of Justice and former decisions of the Revenue Board, that the land holder is not at liberty to cultivate those spots. But the appellant confidently submits that it is more liberal and more respectful to the Government and more consistent with their own words, and their own intentions, as expressed in their own Sunnud and their own 2 Regulations already quoted, and therefore more just (which is of course the principal point) to conclude that they the Government, took a wider and more liberal and a more statesmanlike view of the matter and contemplated their own advantage as identified with the extension of cultivation the clearing of waste lands and the consequently increased prosperity of the General body of landholders, rather than that they meant to derive their own advantage from quibbling about alleged ambiguities in their own documents and by either driving the landholders into concession enorder to avoid protracted and harrassing litigations with

a Government or else by continuing or renewing that litigation, not withstanding repeated decisions against them on the very same point, until they happened to meet with a Judge who, from whatever motive, might be willing to upset all former decisions and give a decree in their favour, Such conduct for scraps of land like that under litigation now and in O.S. No. 203 of 1841 might be expected from a petty-fogging attorney: but is ill adapted to encourage landholders to extend cultivation and shews little of the liberal and statesmanlike views which should characterize a Government and which the Madras Government have studiously proclaimed both in the preamble of the Sunnud and in that of Regulation 25 of 1802: 2d. Ly. It is plain from the Sunnud and from Regulation 25 of 1802, and more particularly from the Preambles to both, that Government wished to record their solemn disapproval of the former mode of making revenue matters depend on the opinions of the local officers appointed by the ruling power for the time being "that they felt such a state of affairs to be destructive of the comfort of individual persons by diminishing the security of private property

property" and that they were determined to entitle themselves to the gratitude of their subjects by removing so fruitful a source of uncertainty and disquietude". How are such professions borne out by proceedings like those now of Mr. Collector Gleig and those which the Board of Revenue and the Government so pointedly Condemned in his predecessor in 1821 and 1824/ Boards letter 8th. November 1824/ To this end they make and express public declaration that they granted away every thing within certain known boundaries except certain matters reserved by name and they enacted that in all cases of disputed assessment reference shall be had to the summuds and calculated, and judgment given solely in conformity with the terms thereof. These are clearly well devised means of carrying out the expressed intentions of Government, yet Mr. Gleig a local officer in clear contravention thereof will set up his individual "opinion" against the plain words of the Summud and regulations, against former decrees of the Courts and opinions of the Board of Revenue and when his litigation is decided against himself he not only appeals, but engages in another fresh Suit on the first opportunity

He

He thus renews the uncertainty and disquietude which the Government boasted they had removed and tho' the Regulation limits all reference to the Summud only, he persists in referring to Pymash and other accounts, and if one set of accounts will not serve his purpose, there is nothing if the principle be once allowed to prevent his referring to as many more as he pleases or to various local customs and traditions, until he find some thing to suit his purpose. By adhering to the plain words of the 3d. para of the Regulation all this "uncertainty and disquietude" will be put an end to. Such plainly was the opinion of Mr. Bird in Para 12 of his decree in O.S. 381 of 1821. He looked only to the words and as the alleged "intention" of Government he said that if such was really the intention it should have been expressed 3rdly Independently of the plain and notorious rules of Law already referred to namely that a deed must be construed by itself and not by matter debars and that when a deed does not by its plain and express words refer to any other instrument it is improper to admit parole evidence to shew that it was meant

to

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to refer to that instrument independently of these rules it is plain from para 13 of the Summud/ Conformably to para 3 of Regulation 25 of 1802/ 1st dly that the Government reserved to itself the power if necessary of "enlarging the new Constitution" yet it was only to do so in one particular way not by Minutes in Council or any such private means but in a legal and public manner by regulations of Government printed published and translated" 2dly That the Government might modify the Summuds by subsequent printed and published Regulations yet those Summuds were never to be narrowed or restricted by a reference to any antecedent documents of any description The Summud gives certain general rights and imposes corresponding obligations- The reserving clause Para 11, shewing the whole of the limitations and reservations affecting the General rights, and para 13 says with reference to the obligations incurred and rights acquired they are contained in the foregoing conditions, not one word is there in this Summud or Regulation 25 of 1802 of Pymash or Ayacutkoor, or any other Revenue accounts.

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The appellant therefore confidently submits that there is no evidence and can be none/ because even if there were extrinsic evidence to that effect it ought not to be admitted/ that it was the intention of Government to refer to these Pymash accounts as explaining the meaning of the Summud- But he will go even further and say that even if there were such an intention it would avail nothing, as Mr. Bird said it should have been expressed If there be an ambiguity or doubt it would be construed against the Government on two grounds/ as shewn in the quotation from Chitty/ 1st that they are the grantors and 2dly that if there be an ambiguity in their own deed it is their own fault of which they cannot take advantage.-

13- The appellant deems the principle last contended for namely that both by the Regulation and the Summud

VII Roscoe on Evidence 3 Edi page 9 "Parol evidence not admitted to vary or contradict the terms of a written instrument

and the principles of English law and equity, the Summud must be construed by itself alone and that

instrument" Ex. examples an agreement in writing that D was to have the produce of B Meadow: parol evidence inadmissible to shew that it was intended he should have the produce of M & of B Meadow.

Mees V. Auset 3 mels 275. VIII. A promissory note payable "on demand" Parol evidence of a Contemporaneous agreement that it was intended not to be paid until a given extent held inadmissible.—

Mosely V. Handford 10 B. & C. 775

IX. The printed conditions at a Sale of timber described the number of pieces and the kind of timber but not the weight. The purchaser resisted payment because he said the auctioneer at the time of Sale

that it is not admissible to refer to Pymash or any other accounts or documents to vary or limit it this principle he deems of such paramount importance that he sides again requesting attention to the 13 Para of Mr. Bird's decree and to the passages cited in para 16 from Chitty on Contracts. he begs to annex some additional authorities on this point.— From these authorities in as much as in the Summud to use the words of Mr. Bird's decree, there is no reservation in regard to waste lands of any description and no reference to Pymash accounts

Sale had verbally warranted the weight which did not correspond but it was held that the court would not look at such evidence but only at the printed Conditions Lord Ellenborough Chief Justice said in exact conformity with the spirit of Mr. Bird's Decree! The purchaser ought to have had it reduced into writing at the time, and again If such evidence were admissable in this case I know of no instance where a party may not by parol testimony superadd any terms to a written agreement which would be setting aside written contracts and rendering them of no effect.—

X And Chief Justice Willes

any other Revenue accounts antecedent to the Summud; it will be seen clearly that an intention not expressed cannot be presumed and that even if there had been an intention to refer to such accounts or to reserve waste lands tho as Mr. Bird shews in para 13 it is plain there was not any such intention still as no such reference is expressed it would be both unjust and illegal to make such a reference now in order to vary and narrow the written terms of the Summuds or to admit any evidence to shew a connection

Willes in Parkhurst V Smith Willes R. 332 said we cannot put words in Pymash accounts in a deed which are not there or put a construction on the words of a deed — directly contrary to the plain meaning of them — XI Boydell V Drummond II East 142 Parol evidence offered for the purpose of connecting two written instruments not having a direct reference to — such other was refused — Cited in Chitty on Contracts Page 85 —

connection not expressed between the Sunnud on one side and the Pymash or Ayacut accounts or any other documents on the other side

14. Having stated these preliminary facts and endeavoured to shew what are the just and necessary legal consequences deducible therefrom, the appellant will now briefly state the acts of Mr Gleig and the Sub Judge — In May 1839 the present appellant had given Puttah to a Ryot for 2 Years for 1 13/16 Coolies of land for Indigo cultivation near the Fort Ditch, on terms that

that would have produced to the appellant a profit of Rupees 731 — 16 — Mr Gleig prevented the Ryots from cultivating the land and long delayed giving a definitive reply — at last appellant sued him in C. S. 203 of 1841 when Mr Gleig pleaded that he claimed the ground as Government property because in the Ayacut accounts of 1801 a year prior to the Sunnud this ground was as he alleged deducted from the Mootah and reserved to Government. Appellant filed five Documents A and B Decrees of the Zillah Court of Salem C a Decree on appeal by the Provincial Court D the Sunnud & Milkeut Istemrar E Board of Revenue's letter approved by Government of the 8th November 1824, which in one part recites their letter of the 20th September 1821 and the Governments approval thereof. all these Documents are filed again by appellant in this case but are differently marked by the Court —

15. Mr Gleig filed 8 Documents of which the Decree says only three are worth noticing No 1. the Ayacut accounts of 1801 No 3 Board of Revenue's Proceedings of 20th July 1835 and — Minutes of Consultation 7th August 1835

No

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No

case B is the Collector Acting for Govern-
=ment, will it be permitted to Government
to do that which if done by a private
Suitor would be a self evident absurdity—

17. The rules or customary course of procedure in Mofussil Courts may perhaps not enable the Judge to prevent Suitors from filing such documents, but it must surely be always competent to the Judge to state in his Decree that he considers such and such Documents to be irrelevant and inadmissible, and therefore excludes them from his con-
=sideration—

18 The same Judge who decided the present case, decided that case also on the 11th November 1845, and appel-
=lant begs to refer to Paras. 1-2-3-4-5-6-7-8-9- and 10 as containing the very best reputation of the Sub Judges new views expressed in his Decree now under Appeal. Para 6 is valuable as shewing the arbitrary notions of Mr Lyng, and how hesitatingly he avows his opinion that the will of Government ought to override the law and the Decrees of Courts to which opinion his own practice is steadily conformable

Para 6 Decree O.C. 203 of 1841

conformable— Para 10 is very valuable as showing the real value of Mr Lyng's quibbling about the terms "Perembokee" and "Anady Bunjer," and for is detection of his gross inconsistency and incorrectness in asserting that the term "Perumbokee" is never used except for "land supposed incapable of cultivation," whereas as the Decree states in his own document No. 1 the land in question and many other spots of ground capable of high cultivation are denominated "Perumbokee"? This para-
=graph however is most valuable for its refuta-
=tion of para 3 and 4 of the Decree now appealed against— Para 5 contains a small inaccuracy in asserting that "so long as Salem Fort was a Fort all the land within its walls was the property of Government;" but this is connected in Para 8. which says the "ground within the walls," without any reservation of any kind, "is declared to be the right of Mootahdars for the purpose of deriving revenue"— with this one exception Appel-
=lant craves leave to refer the Civil Judge to this Decree, in extenso, as strong evidence in his favor—

Decree O.C. 109 of 1841 Para 10

The

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19 The facts of the present case are precisely similar. There are three small pieces of ground within the limits of Appellants Mootah, which appellant claims as his Mr Gleig, claims them as the property of Government because they are entered in the Pymash accounts of 1801 as detected under the heads of "Kotay Madoo Mundavaliy Perumbokke" and "Thalur Perumbokke"

20 The question has been made a long complicated and very confused one by digressions and immaterial discussions in the pleadings and in the Decree, but the Appellant submits that the whole case rests on one single point which is specified in the Decree with some repetition in paras 6, 7, 22, 23, and the latter part of para 24 and the point is this whether the Pymash Anjacuttoo accounts of 1801, not named in the Summud are to be allowed to explain and narrow the terms of the Summud i.e. Milkaut Istimrari; or whether, according to the words of Para 3 Regulation 25 of 1802 and Para 14 of the Summud, and the rules of construction and evidence already quoted in the Margin Paras 14 and 20. Extracts V, VI, VII, VIII, IX, X, and XI of the Summud

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Summud, like any other deed, must be construed by itself alone, and not by matter dehors

21 The appellant ventures to submit that both on the balance of authority and on principle, the Pymash accounts cannot be received in evidence to explain and narrow the Summud. Those accounts are not even named in the Summud, the Civil Judge, had he no other means of information might read the Summuds from beginning to end without learning that such accounts were in existence. It matters not what was the intention of Government, whether they mean to refer to the Pymash accounts, they have said the contrary - they have said that in disputes, reference is to be had to the Summuds and Cabooleats alone, and must be bound by their words, instead of binding appellant by unexpressed intentions while there is no evidence at all that the Government of 1802 which granted the Summuds even entertained for at present it is only an inference, a mere supposition of the Sub Judge para 19 and a most unwarrantable inference, if those are the only reasons for

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for making it—

22 The Pymash accounts are inadmissible on another ground, for admitting them for argument sake to be good evidence or "a legal and valid document" as the Sub Judge calls them in para 7 in all other suits, they never can be received evidence for Government, where Government is a Suitor— They are Government accounts made by Government employers and with which appellant had no connection— No private entries made by himself or his servants could bind his opponent by accounts— The Sub Judge's reasons (para 7) for deciding Pymash accounts to be a "legal and valid document" is rather singular— It has priority of existence it was drawn out in 1801, the I. Summud bears date 1802 "ergo" the Summud, which excludes all reference to any thing but itself, must be interpreted by the Pymash accounts—

23 On this principle it is clear that the Catholic Emancipation act should be interpreted by the Penal Laws which confessedly "had priority of existence" and therefore are still "a legal and valid document"

Blackstone's opinion however to the effect of subsequent documents upon prior ones is rather different—

XII In Para 9 the Decree says speaking of the I. Summud, "In the 6th para thereof it sets forth that exclusive of Lucheraj Lands-lands exempt from the payment of public revenue" and exclusive of all lands and rusoomes heretofore appropriated to the support of Police Establishments" Para 10. "In these two Extracts the Court considers that a decided, nay positive reference is made to the said Pymash account of 1801, for in the first Extract lands exempt from public Revenue" what is more clear than that lands such as those in dispute and which

24 It is difficult for the force of absurdity to go beyond the three rate specimens of non sequitur quoted in the Margin from the Decree which with regard to the 1st Extract, Coolly assumes, because "Defendant asserts" Defendant is sometimes required to prove his facts, instead of asserting them, the whole thing in dispute, the one side denies it and the other gives no evidence about it— However passing by this, and to proceed to non sequitur the 1st The Summud includes amongst

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which Defendant asserts were never assessed or paid rent are referred to, and again appropriated to the support of Police Establishments — that Forts are intended"

amongst its reservations "lands exempted from public revenue" certain lands are in dispute in this suit and Defendant asserts they never paid rent and Plaintiff denies it, and there is no evidence either way — ergo" what is more clear than that the lands in dispute are included amongst the Summud reservations" Nonsequitur the 2d — The Summud reserves "lands appropriated to the support of Police Establishment" ergo what is more clear than that it reserves Forts" meaning Fort walls (See Para 8, Decree C. S. 703 of 1841) which may indeed support 36 pounders, but where any living thing save perchance a nimble goat, would find it rather hard to get even a nibble — Nonsequitur the 3d is the grossest of all even admitting the other two melancholy specimens of nonsense to be logical deductions — It is this — and the Appellant prays especial attention to it for it is of vital importance to him to expose it, as it is solely

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solely upon this nonsequitur that the Sub-Judge makes out that the I. Summud has a "decided, nay positive reference to the Pymash accounts of 1801" The Sub Judge assumes that the reservations in Para 4 of the I. Summud include the lands now in dispute, he assumes that the same reservations when they speak of lands appropriated &c&c near Forts or Fort walls be it so for arguments sake, and what follows" why this, because the reservations include the lands in dispute, and also the Fort, therefore the Istemrar Summud has a direct nay positive reference to the Pymash accounts of 1801" tho' never named in the Summud was ever any thing like this —

These 2 paras of the Decree

Decree the appellant felt bound to examine for such as they are, the sole reasons[illegible] adduced by the Sub Judge for holding as he does in Paras, 22, 23 and latter part of 24, that the Pymash account of 1801 is the only satisfactory, and fair basis on which to trust in deciding suits of this nature," and again the said accounts must be allowed in such matters to explain the said Summd.

26. The appellant submits they must not and cannot consistently with any discoverable fixed rule of construction or evidence, or with the express terms of Para 3 of Regulation 25 of 1802 - The Court and Jury cannot make a new agreement for the parties, by departing from the clear intention and object which they have expressed in their written Contract (Chitty on Contracts, page 82 " If the terms of a Contract be unambiguous no evidence of

of a custom or particular intention are at variance with the import of the written instrument, can be received." Do same page " we cannot put words in a deed which are not there."

C. J. Willes.

Whether the summd really was or

27

was not based on the Pymash accounts is of no manner of consequence - It may have been so, and yet the Government may intentionally and from a wish to avoid embarrassing themselves or their subjects by a reference to old complex Accounts have determined not to refer to them but only to the summd whose terms they fixed at their own pleasure. The only question is that, does the summd name those accounts, or does it state itself to be based on them? Besides, when the Sub Judge talks of intention it is important to bear in mind that it will not do to show what was the intention of the Government of 1820 or of 1835 if intention could be considered at all it must be the intention of the Government of 1802 - who can prove what that intention was? what legal reasonable or safe way is there of finding out what was the intention of men 42 years ago, except by their Acts and deeds done or written at the time.

With every disposition to bestow the

28

fullest examination upon the whole of the Sub Judge's decree

30

20 years the smallest period of limitation in all matters connected with real property or land-

But there are other reasons which would bar the period of limitation from running the chief- reason being that, for most part of the time be- tween 1828 and 1836 when appellant first bought the Inoctah, the whole Inoctah was sequestered by and in the hands of Government. The Collector too- occasioned a delay of more than two years by declining for that space of time to say posi- tively whether he would or would not admit Appellant's claims- such are objections however comes with a bad grace from one- power of a Collectors Office- Natives may seldom times dare to assert their rights against Government or its officers, but the Civil Judge will know whether this is the rule or the exception, and will remember that in this case, from 1828 to 1836, the Inoctahdar was not only a native but a native female. the inabilities of Native females to assert their rights, or rather their disadvantages and difficulties in so doing have been formally recognized by the Sudder Adalut-

The Appellant will conclude

30. by

decree, and to contrast it with his decree of last November, the Appellant fears to exhaust the atten- tion of the Civil Judge by dwelling on absurdities which must be wholly irrelevant if the Appellant succeed in establishing his principal position, - namely, that the Istimrar sunnud must be construed by itself alone, and not by instruments which (like the Pymash or Ayacuttoo accounts) are not even named in it. The terms, "Zorumbokt" "Anadee Bunger," "Rate- Zorumbokt" &c &c upon which so much discussion has been expended are not to be found in the Istimrar sunnud or in Regulation 25 of 1802. they have been quotes from the Pymash and Ayacuttoo accounts, which if held inadmissible will save all discussions- as to term- terms too whose meaning is so little settled, that in 7 Months the Sub Judge held two directly opposite opinions respecting them, the Government Collector still uses them in a sense different from the Sub Judge.

29. One point of Mr. Gleig's pleading the Appellant feels bound to notice- namely the weight he has attached to non claim of rent from Government during many years- as the ground was not occupied by Government before 1828, this rather petti fogging argument must under any circumstances fail even according to the letter of the Hindoo law, which ena- bles

by recapitulating the positions on which he grounds himself. I. "The general mode of construing deeds to which there are exceptions or reservations is to let the reservations" control the instrument so far as the words of it extend and no further, and then upon the case being taken out of the letter of the exception or reservation, the deed operates in full force." In the case of an exception in a lease &c. it is a general rule of construction, that if there be any doubt its meaning the words of the lessor are to be construed favorably for the lessee and against the lessor therefore, in this case the Appellant claims, as against Government, every piece of land not coming under the letter of the reservations" made by Government in its own favor. See Para 12 and 13 of Mr Birds decree in O.S. 381 of 1824 quoted as No III in the Incargin of Para 13 of this appeal II. There is no evidence / inference argument or supposition are not evidence / that it was the intention of Government to reserve the lands in

Lord Kenyon in Bowing V. Elmslie, 7 Term Reports 216 Note Coles also in Chitty on contracts 72-3-

Earl of Cardigan & Armitage 2 B & Cr Caswell 197 cited in Chitty 79 80-

in dispute, or to have the summad interpreted by the Pymash Accounts, therefore even if the case rested here / which it does not / the Court would be bound, merely on the ground of absence of evidence of intention to conclude that the intention did not exist- "De non apparentibus et de non existentibus eadem est ratio." III- The Popular meaning of words is to be adopted- an agreement is to be construed according to its sense and meaning ascollected from the terms used in which terms are themselves to be understood in their plain ordinary and popular sense." The appellant prays the Civil Judge to apply this Rule if necessary to the Sub Judge's new interpretation of "Tarumbake" contrary to the sense in which he himself used it in November 1843, and contrary to the sense in which Collector Gleig still use it- but more specially to apply the rule to the way in which the Sub Judge confounds "Military and Police Establishments, and makes "Lands" appropriated to the support of the Police Establishments "to mean Forts" and to his way of shewing that the Istimrar Summud "has a decided nay positive reference" to accounts not so much as mained in it

Chitty on Contracts 68

Chitty 79 and 81 Note

4th. IV. If there be any ambiguity the Appellant claims the benefit of the Rule "ambiguitas contra stipulatorum est" as it is elsewhere expressed a deed or other instrument shall be taken most strongly against the grantor. V. If, as Appellant submits is the case, there is no ambiguity, then he appeals to the rule Quotes in verbis nulla est ambiguitas, ibi nulla expositio contra verba fienda est.

Vol. 1 Law of Nations by Chitty 224

Where there is no ambiguity in the terms used, the instrument itself shall be the only criterion of the intention of the parties.

Chitty on contracts 81.

In further support of the undoubted validity of this rule, Appellant, to avoid repetition, begs to refer to the Authorities cited in the Margin of Para 18 and 20. The obvious application of this rule, in the present case, is to exclude the Pymash accounts and to decide this dispute by the words of the Summud only as directed by para 3 of Regulation 25 of 1802 - Neither custom nor intention even if proved to exist and the contrary is the case here, can be so much as considered in opposition to a written agreement.

Chitty 82 3 and cases there cited.

That the Pymash accounts should be excluded on three grounds, 1st that just mentioned, namely that the Summud does not refer to them, does not even name them and that

that as it is unambiguous it must be construed by itself alone 2dly That the Law of the Country, Regulation 25 of 1802, has expressly provided that disputes of this kind shall be settled only by reference to the words of the Summud and Cabooliat in each case, and has not directed any reference to Pymash or Ayacut accounts. 3dly The Pymash accounts are Government accounts, made for Government by Government servants and kept in Government custody and not communicated to the Appellants. The Government, when a Suitor, must be treated like any other Suitor, no other Suitor could give his own accounts or entries in evidence for himself neither then can Government do so. VII - That the intention of Government was to benefit the land holders, to free them from "uncertainty and disquietude" and from being dependant on the opinion of local Officers appointed for the time being - "that in short the intentions of the Government were liberal and statesmanlike and sought the advantage of Government by the general extension and improvement of cultivation and the reclaiming of waste lands, to which they directly exhort them, in fact by the general prosperity

of

of its subjects, and not by harassing them by petty claims and objections and quibbles and protracted litigation whereas the conduct of Collector Gleig and the Sub Judge and the construction they seek to put on the Regulation and Summud and the arguments to which they resort are the very reverse, illiberal and narrow minded, more befitting a pettifogging Attorney than a Government are calculated to introduce endless "uncertainty and disquietude among the Land holders, to harrass and impoverish them to prevent and discourage" the extension of cultivation or "the clearing of waste lands" and to make the land holders really dependent on "the opinions of the local Officer for the time being" instead of on the law or Decrees of the Courts. One or two decrees in their favor are not left, when the Collector armed with the power of Government, brings appeal after appeal, and fresh suit on every possible occasion. Even in cases where they have funds to carry on such litigation their time and attention are required elsewhere by their business and their families; and with the law in their favor, they must give in from weariness, if not from poverty or timidity.

/Signed/ G. F. Fischer

P.S. The Appellant craves leave to state that as the Sub Judge himself admits the interpretation he now puts on the term Poramboke

interpretation he now puts on the term Poramboke is not the general and usual one, that neither Government nor any other authority ever declared, nor shewed any intention of declaring that the word should in this transaction bear a meaning other than that usually conveyed by it- that on the contrary the reverse is to be inferred and that the Sub Judge is not borne out either by the derivation of the word or its meaning in the original language the Tamul, or by its acceptation as a Revenue term which is evident from what the Sub Judge calls "the careless conduct of the Defendant the Collector" but which in reality is its true meaning. The present meaning is in fact the ingenious manufacture out of nothing at all (for neither in sense nor in any thing else can a foundation for it be discovered) of the Sub Judge himself utterly at variance with the expressed intentions of Government and the dictates of common sense. The Sub Judge construes Poramboke to mean "land waste, but capable of cultivation" this at least is consistent with sense and capable of being reduced to certainty, a fact is worth a million of arguments or a hypothesis, so the fact of land being actually cultivated must for ever set at rest all argument or hypothesis as to its being capable of cultivation. The Sub Judge now holds "Poramboke" to mean land never intended for cultivation" of which class he asserts Sakheraj lands, the lands spoken of in the Summud and Regulations, are"- This is self evident nonsense, and incapable of ascertainment who is the party whose intention is to be ascertained- There are but 3 parties whose intention can by possibility be held to have any thing to do with the matter Viz: the Appellant, the Government of

17235/36 Fort St. George. 30th August 1847.

of 1802 and Providence. The latter it is not too much to assume did intend for the use of man every spot of ground capable of being used by him, and the Government of 1802 - in their Summuds and in Regulation ~~XXX~~ Sation XV of that year have expressed their wish to see all waste lands cultivated, and cultivation generally extended - And in reference to paras 25. 26 and 27 of the decree, the appellant acknowledges that he admitted in his motion, alluded to by the Sub Judge and called for by him that the 3 spots of ground in dispute were included under the head of "Kalur Poramboke" and Cottay Inadoo Mundovaky Poramboke" in the Pymash accounts, but appellant most emphatically denies that he ever admitted ever could admit / for the Pymash account itself would refute it / if they were so included as deducted for and on behalf of Government, as the Sub Judge pretends and insinuates appellant did - On this point appellant fearlessly refers to the motion itself - And in connection with this subject one circumstance is particularly deserving of the attention of the Civil Judge - and that is the when the appellant claimed Rent for a portion of the Cottay Inadoo, Mundanaky" on which the public Jail stands and for 33 years in arrears, the Government freely and without demur paid it and through the Defendant in this very case himself as per their letter hereunto annexed.-

/Signed/ G. F. Fischer.

41st and last Sheet

Filed on the 26th December 1844.

/Signed/ J. G. S. Bruce

Civil Judge

Fort St. George 30th August 1847.-

No. 6.

Answer to an Appeal Petition filed in the Civil Court of Salem by the appellant G. F. Fischer Esqre Mootalidar of Salem in Appeal Suit No. 88 of 1844 by the Sub Collector in charge of Salem for the Principal Collector J. D. Gleig Esqre Respondent.-

1. The Respondent allows its full weight to whatever has been urged by the Appellant in order to shew that the terms of the "Sunnud" or "deed of permanent property" ought not to be varied or narrowed and admits that it would be altogether opposed to the intentions of Government as laid down in Regulation XXV of 1802, as well as to general principles of equity or law, for the Court to admit extrinsic evidence for such a purpose, provided the conditions on which a Revenue "Estate" as constituted in 1802 are in question. But if the question at issue is not one in which such conditions have been disputed, it is clear that such restriction on the admission of evidence ceases.-

2. For instance. Had it been attempted

attempted to exact from the Mootah-
=dar any addition to his annual e-
Beriz or had he been required to pay his
Kists at periods different from those
specified in his Cabooleat or on his e-
part, had he demanded some remission
in any season on account of drought or
other temporary calamity (Vide Para. 5
of "deed of permanent property") reference
could only have been made to this deed,
because it has for its object to settle per-
=manently and definitively the terms
on which the Estate was to be held-

3. In strict accordance with
this view, it is found in Para 3 of Re-
=gulation XXV of 1802, not that the deed
of "permanent property" is to be the sole
evidence admissible in every dispute that
may happen to occur between the Govern-
=ment and a holder of an Estate, as the
Appellant desires to have it. But it
enacts "that in all cases of disputed ag-
=ment reference shall be had to the Sun-
=nuds and Cabooleats, and Judgement
shall be given by the Courts of Judicat-
"in conformity to the conditions under
which the agreement may have been
"formed

formed in each particular case." In each
case, that is to say in which a dispute
might arise respecting the permanent e-
Jummah or assessment, amounting, e-
in this instance, to Rupees 15886-
5-8- annually.-

4. For the great object in
view when these Revenue "Estates" were
formed, was to give to the "Proprietors"
as much assurance as possible in the
permanency of the arrangement which
was then adopted in relation to the Re-
=venue, so that the Government bound e-
themselves both by general enactments,
and by a particular deed in each indi-
=vidual case, as a further pledge and
security- But the question in the present
suit respects only the limits or the things
comprised in this "Estate" and not the
conditions and articles of tenure.-

5. The deed of permanent
property only so particularizes the "Estate"
as to distinguish it from any other "Estate"-
neither the lands included in the "Estate"
nor the lands reserved are so described
in it, that the extent, locality &c. of
what was granted, or what reserved

can

can be ascertained from internal evidence. In either case then, whether the Mootahdar be the party, as in this instance, attempting to take possession and set up a claim to what had been hitherto held to belong to the Government, or the contrary be the case, recourse must of necessity be had to similar evidence extrinsic of the deed, in order to shew what was comprised in any one of the Villages named in the deed; or to prove that the land in dispute was excluded from the "Estate."-

b- But an argument on this point is not only to be had from the obvious intent of the deed, for the Survey Account produced in this case, to the admission of which as evidence such strange exceptions have been taken by the Appellant, is precisely the evidence which the Government Specially provided for in Regulation XXIX of 1802 to meet disputes like the present one. This Regulation was passed on the same date as Regulation XXV. as the latter secured the "proprietors" in their rights, the former proposed equally to find security for the "rights and property" of other classes whose

whose interests as the holders of land were involved," by enabling the public Officers of Government and the Courts of Judicature to obtain authentic information and e= accounts" (Vide Preamble) It establishes an office of record in each Village (Section II) and provided that the appropriation of all the lands in the Village whether as arable, occupied for Houses &c., the extent, and description of land exempt from Revenue, &c. shall be shewn in this Register, and the bounds and land-marks specified (Section XI, Clause 1st and 2d) The Ayacut account filed in this suit is that Register.-

7- As survey accounts made under the authority and by order of the Government of a Country are re= =cognized in all countries as authentic Documents, it is strange that appellant should demur to the admission of this account," because it was made by Govern= =ment employers &c." for he shews him= =self to have some acquaintance with the English law, though he may not e= apply it well, But it is much more surprising that he should with this

Regulation

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Regulation

Regulation before him, advance the following - "It matters not what was the "intention of Government whether they "did or did not mean to refer to the "Pymash accounts; they have said the "contrary. They have said that in disputes "reference is to be had to the Sunnads "and Kabooleats alone, and must be "bound by their words. instead of binding "appellant by unexpressed intention".-

8. The account in question is termed "ayacut" because it shews for Revenue purposes the gross result of the word import (a compound of the "made or done and S.L.B. gross) of the sur-"vey previously made of the whole "of the Village in all its details. It's translated form is as follows.-

"Poonjah Goontah found on "measurement".-

"Nunjah Goontahs D. D. D. 4th

Poonjah

Poonjah Goontahs comprising the "Salempettah ——— 23/8

Poonjah Goontahs comprising "Agraharum ——— 2

D. ——— D. ——— D. Kilchapolliem "

D. ——— D. ——— D. Ponamapettah ——— "

D. ——— D. ——— D. Chary ——— "

Poonjah Goontahs comprising Chuckler's Street -

Poonjah Goontahs D. Cottamun: "davaly ——— 4/8

Halur (or barren land) ——— 19 27/64

4th 4th 4th

Total Perumpoke rejected -

Poonjah Goontahs ——— 122 9/64

year on account of Avenue Road ——— 15 1/4

Deducting the total "Perumpoke"

remainder - Poonjah Goontahs — 65 23/32

Nunjah Goontahs ——— 5822 11/16

Ain Sagoobady Poonjah - Goontahs ——— 31 41/64

4th 4th 4th -

Total Ain including Maneyem Sagoobady -

Poonjah Goontahs ——— 45 1/16

Nunjah ——— 5801 11/16

Total Sagoobady being deducted the remainder 4th 4th ——— "

Pooly Pagodas. Mylee Fanams Cash

——— " ——— " ——— " Poonjah Nunjah taras (waste) for year Rasulchasa-

——— " ——— " ——— " year Nalah-

——— " ——— 25 ——— 76 Pongalah year

——— Vea ——— Vea ——— 8va

For Total 6 years-

Pooly Pagoda. Mylee fanams. Cash.

——— 7 ——— 38 ——— 53 For 3 13/32 Poonjah Goontahs

Vea ———

8 ——— 19 ——— 49 Total Poonjah v. Nunjah.-

Vea ——— Vea ———

Total Poonjah Goontahs 1/32

Vea ——— Vea ——— Vea

Vea ——— Vea ——— Vea

Total- Podoogal taras (waste) and Anady taras (immemorial waste) inclusive-

20 41/64 Poonjah Goontahs

21 ——— Nunjah ——— Do.

Total 65 45/64 Poonjah Goontahs

5822 11/16 Nunjah ——— Do.

9- The Respondent has thought proper to give the above, because most persevering attempts have been made to render

render ambiguous terms and a Document which could not be more simple and lucid in the native language.-

10- It is found in this Register that land denominated "Porumpoke" is expressly intered as excluded (பகுதி) But this is not all. For it is decidedly true, notwithstanding any thing averred to the contrary by Appellant, that the word "Porumpoke" is a generic term, which carried with it its own meaning (being a derivation from புறம் Anglice "without," from which is the rest புறம்பாக & புறம்பு- to exclude) and interpretation of it, which can by no means be applied equally to taras (uncultivated) or Anadee taras (immemorial waste). But as it happens that the English language supplies a term Viz:t. "waste" as common (but not always so, for Porumpoke lands must not be necessarily waste, tho' they unusually are so) to two things which in the Native language have each a term singular when entered in the Revenue accounts- the very illogical conclusion has been drawn that both must be in all respects identical-

11- In like manner an attempt

Pooly Pagodas. Mylee Fanams Cash

——— " ——— " ——— " Poonjah Nunjah taras (waste) for year Rent-chasa-

——— " ——— " ——— " year Nuncah-

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——— Vas ——— Vas ——— 8 Pos

For Total 6 years-

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Vas

8 ——— 19 ——— 49 Total Poonjah & Nunjah-

Vas ——— Vas ———

Total Poonjah Goontahs 1 7/32

Vas ——— Vas ——— Vas

Vas ——— Vas ——— Vas

Total- Podoogal taras (waste) and Anady taras (immemorial waste) inclusive-

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21 ——— Nunjah ——— Do

Total 6545/64 Poonjah Goontahs

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11- In like manner an attempt

attempt has been made to take advantage of a similar ambiguity in the use of the word "Capable." It has been stated in the course of the Pleadings on the Respondent's side that the term "Porumpoke" is never used excepting for land "supposed incapable of cultivation." On this appellant argues the land in dispute" is capable of high cultivation" therefore it belongs to my Mootah. The Respondent terms the land "incapable of cultivation" because it is alienated from that purpose at the pleasure of Government. (that is made productive to Revenue) The appellant applies the term to the natural powers of the soil when the terms used in the premises are ambiguous and differ in their meaning; it is clear that any conclusion from this is fallacious yet this is the instance chosen by the appellant in which to accuse his opponent of "quibbling."-

12. On two grounds therefore it is argued from this survey Account that the land in dispute which by the appellant is admitted to be comprised in lands entered under the Head of "Porumpoke"

"Porumpoke" forms no part of the lands included in the appellants Revenue "Estate" 1st because it is shewn to be included under a separate head distinct from the arable lands, or lands available for agricultural purposes, and 2d because the name applied to the land in the same is significant to the same effect. Though the main proof is not derived from the name by which such land is known, but from the fact that it is found excluded under a separate head from the lands subject to the payment of Revenue.-

13. The next medium of proof adopted is the original schedule, which was published for the information of intended purchasers, when these Revenue Estates were to be established.-

Note-
Only an authenticated Extract from an English Version of this document on the Records of the Board of Revenue has as yet been filed- If it is thought necessary the original Tamil schedule now in the records of the Salem Collectorate can be inspected.-

14. This Document like the other being strictly connected with the public survey is to be received as authentic, and is good evidence It is termed "an abstract Memorandum of Mootah Accounts"

In it is found the Revenue derived from

from the several Villages forming the Revenue "Estates" and then the lands affording Re= =venue are classified. Its data appear ob= =viously from internal evidence to have been the accounts of the general land= assessment and survey previously made in 1795 and 1796 one of which Viz.t the Ayacut Account is now given in evidence In it are found certain classes of land as in the Ayacut Account but not the class which in that Document is termed "Po= =rumboke" On this point the phrase quoted by the Appellant is strictly applicable on "Expressio Unius Exclusio alterius" Be= =cause the Schedule has the specification of land for its immediate object. The phrase is only inapplicable as in the Appellants case when an attempt is made to bring it to bear on matters not connected with each other. In this instance the object of the Schedule is to shew the lands to be in= =cluded in the "Estate" In the deed of permanent property to which the Appel= =lant applies it the intent is not to give such particulars in detail

2ndly The very same amount of land which is entered under the Head of "Po= and Anadia Taras" in the Ayacut is found under the same Head in the Schedule

(Note)

*This can only be seen by examining the original Schedule. The English Extract filed gives only the gross extent of the several description of land contained in the 7 Villages comprising the Salem Mootah and not the extent of lands in the Village of Salem only.

and there is equal= agreement between the gross extent of Poonjah land as entered respect= =ively in the Ayacut Ac= =count and the Schedule under the remaining two Heads Viz.t Poonjah "Sagoobady" (under Cul= =tivation) and Poonjah "Podogal" (land that has been cultivated, but in the particular year was left uncultivated)

The Respondent therefore re= =fers to this account as fully= and directly disproving that "Porum= =boke" lands were included in Appel= =lants "Estate"

On the Appellants side= 16 little direct proof has been offered to shew that they were included. His principal position, he says, or "the single point" on which his whole case is made by himself to rest (Para 20) is that the terms of the Sunnud are not to be varied by the Survey account (a point which as shewn above is not disputed) But with this object= probably he refers to Section XV Regulation XXX of

of 1802. In Para 12 of appeal Petition it is stated that Government "anxiously made an "express declaration that they have no intention "of preventing land holders from granting "Puttahs for clearing and bringing waste lands "into cultivation." and again in the Postscript to the appeal Petition. "that the Government "in this Regulation have expressed their "wish to see all waste lands cultivated"

17 If it be meant by their making "an express declaration," that the Government had it directly in view on that occasion to legislate regarding the waste lands. It is manifest on referring to Section XV that this was not the intent. Section XV only expresses a reservation in respect to the provisions of Section XIII. The object of the Regulation, as the preamble proves, was to legislate on the subject of "Puttahs" and "Cabooleats." It cannot be proved from this Regulation that the Government proposed to extend the rights of the Mootadars over lands to which they had no right before. Nor can the word "all" be found in the Section. The word "waste" is used indefinitely. The most simple interpretation is that the waste lands included under the Head of "Jaras and Anady Jaras" in

in the Schedule are referred to. In respect to which, there is ample scope for a Mootahdars capital and enterprise. The word "waste" occurs neither in Regulation XXV of 1802 nor in the Sunnud - nor in any other part of Regulation XXX of 1802.

18. Another point of Appellants is, that the ground in dispute "is included within the boundaries of his Mootah." This is a vague and inaccurate expression. If it means any thing it refers to an imaginary line in which are contained the lands included in the Revenue "Estate" and the lands reserved. In this case the boundary may be said to be a boundary common to both. But it suited Appellant to give importance to the phrase, because its tendency is to put out of view the all important fact that all the lands included in the "Estate" of whatever class and all the lands excluded were defined and particularized, in the Survey accounts, before any rights were conferred on the Mootahdars. Therefore we find such reasoning as the following "and whether in such "case is most fair and reasonable that the "strip of land on which the walls stood shall

be

"belong to the Mootahdar who owns the lands "on both sides of it, and to whom the Govern- "ment assigned all lands within his "Mootah boundaries".-

19. This is altogether fallacious- The Government did not assign "all" lands. But the Revenue to be derived from some lands specifically, and separately distinguished.

20. Such ambiguity can make no impression if it be borne in mind that the "Proprietors" of 1802 are strictly speaking mere Farmers of the Revenue- Unfortunately the phraseology of Regulation XXV of 1802, in which the land producing rent would seem to have been conferred on the "Proprietor" in- stead of the rents only has given some place to this- But Regulation XXIX neutralizes the error- and Courts of Justice have long recog- nized the fact, that the "Proprietors" have no proprietary right in the soil excepting such as they derive incidentally in cases, in which the waste lands or uncultivated lands have no occupant.-

21 It is manifest therefore that the compactness and completeness contended for by Appellant in respect to the situation of

of his land which to the holder of a Landed Estate, properly so called is a point of just importance as affecting economy of labour &c- can be of no such moment to the owner of the Revenue Estate or a Farmer of the Revenue merely-

22. This distinction applies also to the same line of argument adopted in Mr Birds decree-

23 The only other points re- -maining to be noticed are 1st a special exception taken to the admission of Revenue Accounts in this particular case on the ground that Government is dependant and 2nd ly the view taken of some letters and proceedings of the Government, and Board of Revenue, to which frequent reference has been made in the pleadings as they are thought to afford evidence either for or against Appellant.-

24 Whatever other answer might be given on the 1st of these points- It sup- -plies to deny that the Government is a party to the suit- The action is against its Ser- -vant, either for infringing the law, or vi- -olating the engagements of Government. On these points only can an executive Officer be required to join issue in a civil Court-

It

It matters not therefore in this case (in regard to the 2nd point) what may be the tenor of the letters &c in question, unless it can be shewn that the Government or an inferior authority acting on their behalf, have entered into some agreement with the Appellant wholly with the consent of both the engagements entered into by deed in the 1st instance has been annulled or varied For if it be allowed as Appellant insists that the Government cannot give these orders the force of law, so that they should have the effect of annulling their formal enactment or setting aside their Special engagements it follows, that Appellant has no appeal to such orders to vitiate the contract on his part.

25 Such Documents therefore, whether they be supposed to favor one side or the other can amount when their nature as evidence is considered, to an opinions only; which may greatly enhance indeed the responsibility of the executive Officer to his Superiors, if he opposes himself thereto but must be totally useless in determining the terms on which the Government and Appellant became contracting parties in 1802. as the Appellant has stated himself, the evidence

evidence required in this case is not to the views the authorities take in the present day now that the question is brought before a Court of Judicature to be decided on its merits but to the intention or acts of the Government, when the contract was entered into.

Having thus disposed of

26. the evidence on both sides. The Respondent must finally remark on the objectionable language used in the appeal Petition and the permission given by the Court for the pleadings to be in the English language as the effect of this permission is to deprive Respondent of the services of his native Establishment, he protests against such a departure from the law and the present case being allowed to act a precedent. Respondent also regrets that such personalities as Appellant has indulged in should have been allowed by the Court. But as it is he does not claim its interference to expunge them as he might do. For language of this kind is a strong indication of a bad cause, and Respondent

is

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is quite content to leave it to the Judgment of any one and every one, whether the Appellant is guilty of a litigious and unjust design in attempting to exclude the only evidence by which every class whether consisting of the different trades or of the various other persons having an interest in landed property for other purposes than making it productive to the public Revenue can maintain their right against his encroachments though that evidence and his rights are secured in as ways equally formal and public, or whether the Government and its Officers are so chargeable for supporting those rights.

Raizpoor - - - - }
24th February 1845 - }

(Signed) H. A. Brett
Sub-Collector in charge

Erasures have been made in 2 Places Page 3. in one in Page 4 and in one in page 7 the places have been written over in the 3 first places and another erasure is found in Page 9.

(Signed) H. A. Brett
Sub Collector in charge

No 7.

Fort St. George 31th August 1847.

No 7.

Tillah of Salem.
Subordinate Court.

(Seal)

Original Suit No. 203 of 1841.

Plaintiff
G. S. Fischer Esquire
by Vakeel Rungacharry

Defendants.
1 J. D. Gleig Esquire
Principal Collector of Salem.
2 Immumpyen
late Tahsildar of Salem
3 Ramasawmy Pillay
By Government Vakeel
Syed Abdulrajeed Sait.

In action brought for the recovery of 731-14-1 value of green indigo leaves and profit arising therefrom.

Plaintiff states that the 3d Defendant took from him (Plaintiff) on Varum tenure (i.e. landlord and tenant each enjoying ½ share) for 2 years Viz. 1st February (1839) and Sarvaree (1840) 1 3/10 of Coolies of Varum land South of the road leading to Sevoypettah, east of the Fort ditch and Tirupjammun Pagodah, North of the Mylpelmanis street, and west of the road leading to the water Pundal attached to the Salem Cusbah that the said 3d Defendant obtained a Puttah and executed a Moochulkah on the 11th May Tyasy of Vickary (1839) stipulating therein to deliver over to the Plaintiff the entire produce of the land on receiving the value of the Cultivators share, that about 20 days after, on 3d Defendant preparing to cultivate the land, the 2d Defendant prevented his doing so;

That

That in Vekary (1839) the land would have yielded 400 candies Pars of green indigo leaves had it been sown with indigo seeds, and had not 2d Defendant prevented 3 Defendant from so doing, that if the above 400 Pars of Indigo be reduced to powder they would produce 14 Maunds, value of which at Madras is 612-8- Rs As That labourers, hire and cost of Cultivation would have amounted to 371-9 Rs As that the value of 400 Pars of green indigo leaves is 250 Rupees, half of which would fall to Plaintiff, that Plaintiffs profit in this for one year would have been 240 Rupees 15 annas, total 365-15-0, and that consequently the profit for the two years would have been 731-14-0 that Plaintiff twice advised the 1st Defendant that the land did not belong to the Government but in vain, that under these circumstances all three Defendants are answerable for the damage in question.-

1 Defendant in answer states, that it is quite true that 3d Defendant was prevented cultivating; because the Moottahdar of Salem had no right to give the land in puttah to 3d Defendant, it not being in his Moottah. That the ground belongs to the Town of Salem, forming part of the Salem Fort, that in Fasly 1801/1211 when the Ayacut general division accounts were made up prior to giving out the lands to Moottadars

Moottadarry tenure the said ground was deducted therefrom as well as other ground of a similar nature - That the late Principal Collector of Salem obtained from Government a sum of 1400 Rupees in order to level the walls of the Fort, from a desire to remove nuisance and increase the salubrity of Salem - That when levelled 1st the ground was appropriated for building and an order issued to the Tahsildar in 1837 October 19th that he should not prevent persons so building, that such being the case the land belongs to Government and not to the Moottahdar.-

1st Defendant proceeds to deny that Plaintiff could have sustained loss from being prevented appropriating to himself what did not belong to him, and intimated that 2d Defendant will not file a separate answer, he (2nd Defendant) having acted under his (1st Defendants) orders.-

3d Defendant states that he ought not to be made answerable, for he was willing to act up to his agreement, but as he was prevented so doing (by competent authority) he of course could not.-

Plaintiff in reply states that when the Moottadary System was brought into play.

play the Moottahdars in possession were fully entitled to the Perumboke lands; and that when the Collector (Mr. Cockburn) wrote to the Revenue Board on the subject he (Mr. Cockburn) being of opinion that the Moottahdars were not entitled to such lands, and collected from them the sums produced therefrom: the Revenue Board on the 8th November 1824 informed that Officer through the Chief Secretary to Government that all Perumboke lands and other lands within the Fort of Salem were attached to Moottahs that on this the said Collector restored the sums (collected) that some of the lands attached to the Fort are occupied by cultivators and Cundayem therein is paid to the Moottahdars that Government credited to the Moottahdars the sums collected from Perumboke lands and of the Fort from Fusly 1239 (1829) to 1244 (1834) during which period the Moottah was under attachment; that when Mr. Watton engaged to cultivate some of the lands attached to the Fort and failed to pay Cundayem, Plaintiff sued him in No. 126 of 1836 and the Court gave it in his (Plaintiff's) favor that it is not mentioned in the Ayacuttoo (general division) Accounts made upto Fusly 1211 (1801 that the ground did not belong to the Moottadars, that 1st Defendant in

in order to avoid having to pay the loss incurred, has filed this present answer.-

1st Defendant in his rejoinder states that the chief and only foundation on which the Moottahdar rests (his claim) appears to be the letter written by the Board of Revenue to Government, dated the 8th November 1824 that to this 1st Defendant would answer that it (said letter) does not bear on the question at issue. That the former Collector Mr. Cockburn, considering that Government were entitled to all Perumboke lands not included in the accounts on which permanent assessment was fixed proceeded to collect thereon a proceeding at variance with the instructions of Government; and they (Government) made known that Moottahdars had a right to make such profit as they could from such Perumboke lands, particularly specifying the heads of tanks and the land in old Forts. That he (1st Defendant) is prepared to allow the Moottahdar of Salem all the intended benefit of these orders of Government; that the Perumboke lands adverted to by Government are evidently those which are not appropriated to any special purpose and available for cultivation for it will

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will not be presumed that Government particularly that of 1824, would by a general and sweeping order make over to any Moottahdar all lands with the boundary of his Moottah denominated "Perumpoke" without knowing or carrying what individual interest were therein comprised. To give those orders that interpretation which it must do if Plaintiff is to carry out his intention, would make Village sites liable no ryots backyard, but would be taxed even the streets of the Village and the Roads in the District might be plowed within a Moottah for they are all perumbokoo.

That this being the interpretation (i.e in 1st Defendants opinion) of the orders Government referred to by the Moottahdar 1st Defendant considers himself justified in laying it before the court as far as the general term Perumbokoo is concerned. That the old Forts mentioned by Government are not those of most ancient date, but those which are now dilapidated and deserted the, cultivation of which would not interfere with any one's right; that such situations 1st Defendant is prepared to allow the Moottadars claim but that he reserves for Government the power of resumption when they deem fit. That such being

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being his (1st Defendants) views he denies that the land in question is Perumboke within the meaning thereof and that the Fort of Salem is an old Fort, that the ground now in dispute was deducted from the accounts as part and portion of the Salem Fort, which is and always had been, an inhabited fort, and as such has been made over by the late Principal Collector to the inhabitants as building sites.

That Mr. Walton having allowed the Court to be misled from want of information in his case does not militate against the right of Government. Mr. Walton should have applied to Government for the ground.

That in conclusion as the ground was appropriated for the use of the Town of Salem before Moottahs were formed, and having at the time of formation been excluded from the accounts, the Plaintiff has no power over those lands to turn them from their original purpose.

1st Defendant since submitting the above rejoinder, having discovered in his records an Extract from the proceedings of the Board of Revenue dated 20th July 1836, which bears materially on the point at issue requests the Court to admit this his supplemental rejoinder.

That

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That the said Exctract has the following
"In the Statement ordered to be published for
the information of persons intending to
purchase estates after the permanent set-
tlement was formed the lands to be conveyed
to the purchaser of each Mootah were specified
under the distinct heads (1st Defendants docum-
ment No. 6) Viz. 1st land cultivated in fusly
1211 (1801.-

2d land cultivated in former different
periods

3d waste lands that were never
cultivated but capable of
cultivation.- It was from this Statement that
the purchasers were to make themselves acquainted
with the extent of land to which they became entitled."-

That with reference to the above 1st
Defendant submits that the different clases
of land as therein entered are known in revenue
terms and accounts as follows.-

1st Cultivated lands as "Sagoopady"
2d " Land Cultivated at former periods "Podagal
Bunjer"

3d " waste lands 1st " 2nd " as "Innadee Bunjer"

That the term Perumboke is never used except for lands supposed
incapable of cultivation, and which were at the time of the Mootah
settlement, deducted as such from the account.-

That the ground now claimed by Plaintiff is entered in
the accounts as Perumpoke and in consequence deducted
Defendant at some length proceeds to give the opinions of the Bd
of Revenue and Government and his (1st Defendants) own on the case
of two other Mootahdars (see document for 1st Defendant No. 5) but which
it

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the Court considers unnecessary to enter here at
length.-

The Court is of opinion that 2d and
3d Defendants ought not to have been included
in this suit as such the 2d Defendant because
he acted by 1st Defendants orders whose orders
he is bound to obey, and the 3d Defendant
because Plaintiff cannot sue both him and
1st Defendant also and as he (Plaintiff) sues
1st Defendant for the loss 3d Defendant is
of course exempted.-

Fourteen Witnesses were exa-
mined on behalf of Plaintiff and six for
1st Defendant. Plaintiff filed five Documents
severally marked ABCDE.-

The first two are copies of decrees
in the late Zillah Court of Salem and the 3d
decree in appeal from the late Zillah Court of
Salem by the Provincial Court Southern Division
Salem.

D is the summary Cowle granted
Istimerar granted by Government to the 1st Mootah
dar of Salem.

E is an Extract from the Board of
Revenue to the Chief Secretary to Government,
dated 8th November 1824.-

1st Defendant filed eight docu-
ments severally numbered from 1 to 8.-

Number 1 are the Ayaut accounts of
the year Doormooty (1801)

No. 5 Extract from the Proceedings
of

of the Board of Revenue dated 20th July 1835 together with Extract from the Minutes of Consultation dated 7th August 1835

No 6 Copy of a Statement shewing the extent of land cultivated and uncultivated &c in the Cuslah of Salem.

The remaining documents do not require noticing any further after a careful perusal of the pleadings and consideration of the various documents advanced in this suit it appears to the Court that the point at issue is whether the land in question now that the Fort walls have been levelled belongs to the Moottahdar of Salem or to Government.

Plaintiffs Document E has these plain and forcible words "That any revenue which a Moottahdar might be able to derive from the beds of tanks or the ground within the walls of Forts was clearly his right" The Government sanctioned this opinion by their orders on the Board's Proceedings &c.

On referring to Plaintiffs document D Para 4, their is no mention whatever made of Forts or land within those Forts the only lands mentioned as exempt are Lockrazi lands and of all other alienated lands paying a small quit rent and of all land and trees hereto fore appropriated to the support of Police establishments.

1st Defendants document No 1 states

states that there are so many goontahs of land in the Salem Cuslah described as Pommbokoo, and free from Rent, amongst them is Salem Fort.

1st Defendant urges in the rejoinder that Plaintiffs document E does not bear on the question at issue In this opinion the Court cannot concur, nor in that of 1st Defendant where he declares that if Plaintiff is allowed to hold the land in question as Pommbokoo on his (Plaintiffs) interpretation thereof, roads streets and Ryots backyard might be appropriated there under.—

After well weighing 1st Defendants objections his document No 1 and those of Plaintiff Viz ED and his arguments founded thereon the Court comes to the following conclusion that as long as the Salem Fort was a Fort the land within its walls was the property of Government, but when it ceased to be one, that then it came under the 3d head of lands mentioned in 1st Defendants document No 6 i.e no longer Government land, but under the Moottahdar. 1st Defendant asserts that it is still a Fort but surely a Fort without walls is no Fort what constitutes a Fort in the general sense are its walls

walls take those walls away and it is no longer one. let Government rebuild those walls and then the land within them again becomes Government property. For the mere demolishing of the walls does not deprive Government of the right of rebuilding them should exegencies of the state require such a measure, but as the land was held exempt from rent only by its being a Fort it of course became liable to rent on its becoming no Fort. The very day therefore Government levelled its walls, they lost all power over it & its site became waste land such as proprietors alone can give away, as laid down in section XV Regulation XXIX of 1802. The former Principal Collectors order (1st Defendants document No 4) therefore for permission to build on the said ground (after the walls had been levelled) the Court deems illegal.—

To the supposed consequences raised by 1st Defendant should Plaintiff carry his point, the Court would remark that as long as the roads, streets &c in each Mootah are kept as such the Mouttahdar can have no right over them but should the roads streets or backyards nay even sites, be wholly unfrequented and deserted, doubtless the Mouttahdar

Mouttahdar might plough them up and cultivate them. they would in every plain sense of the word be waste yet susceptible of cultivation which Mouttahdars in their summond are urged to bring under cultivation this reasoning in the opinion of the Court applies equally to buildings that may have been erected before the walls were levelled and were standing on that occasion. That with such buildings Plaintiff cannot interfere with, but that those subsequently erected are liable to be taxed by him.—

1st Defendant seems to think that Government at its will can grant land in defiance of a Decree of the Court, and under that impression doubtless asserts that Mr Walton ought to have applied to Government for the land, but such reasoning such advice no honest Government would listen to for a moment, and even supposing Government had granted that individual the land the Courts in this Country could and would have ejected him from the same on legal proof being given that Government had no right to give it away.—

As Plaintiffs document D enumerates positively all lands exempt from the power of the Mouttahdar, and yet 1st Defendants document

document No. 1 enumerates many spots of ground as Poonmbokoo and yet by this from what it would appear at first sight that the two Documents contradicted each other, though emanating from the same authority. But it appears to the Court that the apparent discrepancy is satisfactorily explained and done away with by concluding that the lands mentioned in Document D were to remain exempt under all circumstances but not those mentioned in Document No. 1 which might in the course of time come under the Mottahdar as for instance the case in question. The 1st Defendant in his rejoinder adverting to Plaintiffs document F. says "old forts" but the abstract of Proceedings in question simply says "Ground within the walls of Forts" there is no mention of "old" and the "ground within the walls" without any reservation of any kind is declared to be the right of Mottahdars for the purpose of deriving revenue. This opinion of the Revenue Board standing by itself would not of course be taken as conclusive evidence in favour of Plaintiff but it is greatly strengthened if not fully established, by what follows, that Government sanctioned this opinion by their order &c.

Sd.

Taking therefore this Extract in conjunction with the summd D, the Decree of the Salem Court and Southern Provincial Courts (ABC) and the fact of the Salem Court being no longer in existence it forms in the opinion of this Court a series of proofs in favor of Plaintiffs claim to the ground not to be lightly thrown in one side.

Before closing this part of the question the Court would remark upon the great stress laid by the 1st Defendant on Plaintiffs suing for the land as "Poonmbokoo" instead of Aunady Bunjer" arguing therefore that as Plaintiff (Plaintiff asserts) is never used except for land supposed incapable of cultivation he (Plaintiff) can have no right to the land which by renting he shews to be capable of cultivation, and is therefore "Aunady Bunjer" The terms "Poonmbokoo" and "Aunady Bunjer" are in the opinion of the Court mere conventional terms capable of bearing more interpretations than one and that therefore using the one for the other in establishing a claim cannot be considered as a bar to the claim. This assertion is borne out by 1st Defendant (Document No. 1) where the land in question, and many other spots of ground capable of high cultivation are denominated "Poonmbokoo" S.

Defendant.

Defendant argument therefore on this point of necessity falls to the ground. 1st Defendant also in his rejoinder argues to the following effect, is it likely Government would have done this or that. The only reply that can be made to this is that it is not for the Court to take into consideration what Government might have done or what their proceedings intentions were, but what they actually have done and what they have recorded of their intentions on this or any other subject.

The Court having thus fully given its reasons for considering Plaintiff entitled to mete out the land in question, only proceeds to decide the question of damages.

Out of the 4 Witnesses examined for Plaintiff regarding the quantity of produce leaves that the ground in question would have produced if cultivated in favorable season and the value thereof, the 3d States it at the lowest Rupees 362½ Candies or Rupees 276 annas 9, the 4th at the highest rate Rupees 414 Candies or 276 Rupees 11 annas being in excess of what Plaintiff states it would produce.

This 3d Witness for Plaintiff is his Indigo Manistry and served him for the last 20 years, and the 4th his Goomastah in the Indigo factory served for 4 years and that from their holding these situations they are of opinion that the land would have produced so much if cultivated. Plaintiffs 1st Witness who was formerly enabled Plaintiffs partner in Indigo transactions and now rents an Indigo factory from him estimates the produce at something less than stated by Plaintiff, but more than stated by his 3 Witnesses.

1st Defendants 2d Witness on this point states that he heard from a handy man that it would produce only so much as Candies. His 3d Witness that it would in his opinion produce only 5th Candies because he (3d Witness) has carried loaves as manure to his own 3d (Witness) land. His 4th Witness that his (4th witness) land produced so much per gounta, and therefore concludes that the land in question would only produce as much.

1st Defendant does not being enabled to dispute the cost of cultivating and manufacturing, the price at Madras and handy the price at Madras and handy Statement in that head therefore is taken for granted. To give any weight to 1st Defendants 2d and 3d witnesses as to the probability of the land would be absurd to reject the evidence of

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of Plaintiffs witness on the subject on the single testimony of his (1st Defendants) 4th Witness would be manifestly unjust the land belonging to 1st Defendants 4th Witness may be inferior to the land in question, he (1st Witness) may not manage it so well on the other hand Plaintiffs 1st 3d & 4th Witnesses are experienced men and although the 1st Witness was formerly the Partner and is still connected with him and the 3d and 4th Witnesses are his servants yet these circumstances cannot be supposed altogether to nullify their testimony.

After due consideration the Court decides to take the testimony of Plaintiffs 3d Witness as to what the land would have produced being the lowest. This reduces Plaintiffs claim to 166 Rs which sum with Costs in proportion the Court decrees that 1st Defendant should pay Plaintiff

Value of Stamp papers	62	8		
Butta for summons fees	3			
Pleaders fees	36	8	10	
			102	10
Costs incurred by the 1st Defendant				
Value of Stamp papers	27			
Butta for summons fees	1	7		
Pleaders fees	36	8	10	
			61	10 10
No Costs incurred by the 2d Defendant				
Costs incurred by the 3d Defendant				
Value of stamp papers	1		1	
Total Costs			167	11 8
Costs already paid by the 1st Defendant			28	2
Amount to be collected and paid to the Government Vakeels			36	8 10
Costs payable to the 3d Defendant			1	
Balance			102	10

Given under my hand and the seal of the Subordinate Court this 11th day of November A.D. 1843.

Sealed and Signed on the 30th day of December 1843.

Term for making Appeal expires the 30th January 1844.

Signed E. Stokes
Aff. Subordinate Judge

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No. 8

The Decree of the Civil Court in the zillah of Salem.

Subordinate Court Original Suit No. 203 of 1841.
Civil Judges Court Appeal Suit No. 19 of 1844.

Appellant Defendant Versus Respondent Plaintiff
W. E. Lockhart Esqre. G. F. Fisher Esqre.
Acting Principal Collector Mootadar of Salem
in behalf of J. D. Gleig Esqre.
Principal Collector (Seal)

The Suit was instituted for the recovery of 731-14-0 Rs as Value of Indigo leaves and profit thereon, lost in consequence of the 2nd Defendant Tahsildar, by an appellants order preventing the 3d Defendant cultivating the land defined in the Plaint, and rented to him by Plaintiff, which Plaintiff maintains belongs to his Mootah, and Appellant 1st Defendant, to be the property of Government, as belonging to the town of Salem and forming part of the Salem Fort.

The late Acting Subordinate Judge for reasons recorded in the annexed Decree recognises the Plaintiffs right to rent the land and awards, that 1st Defendant do pay to Plaintiff 663-4 Rs as with Costs in proportion.

Dissatisfied with this decision the 1st Defendant appeals, and after explaining that on the introduction of the permanent Settlement and the Survey being completed, schedules

schedules were published for the information of pessons intending to purchase Moottahs from which purchasers were to make themselves acquainted with the extent of land to which they became entitled" and in which the lands to be sold to the purchaser of each Moottah were specified under three Distinct heads" 1st Lands Cultivated in Fusly 1211. entered in the Native accounts as saguody 2ndly lands Cultivated in former periods Known as Padoogal and 3.rdly waste lands that were never cultivated but were Capable of Cultivation, the revenue term for which is anady Bunger Porumboke lands or lands supposed not available for agricultural purposes were not entered in the above schedule and therefore were not a part in the bargain between the Government and the purchaser but reserved for whatever purposes the Government might see fit, as shewn by the extract from the schedule N.o 6 in which no Porumbok lands are entered as those lands which were to be conveyed and the sale and purchased of the Moottahs" proceeds to state that the chief point of his defence was that the ground claimed by Respondent not being entered in the schedule at the time of sale having been classed in the survey account as Porumboke did not become the property of the purchaser," but was moreover shewn by the Ayacut account of Doornatee to have been alienated "to other purposes

purposes Viz.t" for the use of the Fort and Town of Salem" being therein entered as the Fort and glacis" and therefore the Plaintiff could have no right thereto, tho' the Subordinate Judge had thro ignorance of revenue matters and the meaning of the terms Anady Bunjur and Porumboke which are perfectly distinct, formed a judgment in the Plaintiffs favor on the Summar Summons, which is not calculated to shew the state and extent of Moottah lands in detail, but which is a document furnished after agreement had been entered into on accounts previously made up, which it was necessary to refer to, that as the land had been exempted from revenue and thus alienated to the above particular purpose, previous to the formation of the Moottah it fell under the provisions of Section XII Regulation XXV of 1802 "where it is ruled, that the lands as specified therein or any other description of exempted land described under the general term Lakeraj" (which appellant adverting to the circular order of the Court of Sudr Udalut of the 16th August 1827 interprets as meaning lands "without Teerwah") "shall not be resumed or a new assessment fixed by any proprietor without the consent of Government has been previously obtained for that purpose" that the Subordinate Judge appeared much influenced by the Extract from a letter from the

Revenue

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Revenue Board to Government of the 8th November 1824 document B wherein it is stated "that any revenue which the Mootahdar might be able to derive from the beds of Tanks or the grounds within the walls of Forts was clearly his right and that Government by their orders sanctioned this opinion" whereas appellant submits, that the Forts thus alluded to meant "ruined or uninhabited Forts" the grounds within which might consequently be appropriated by the Mootahdar without prejudice to the right or convenience of other parties which may be inferred by the subsequent instructions of the Board of the 14th April 1840 which specify that Pumbokee lands within the beds of Tanks or grounds within the walls of Forts situated in Mootahs in which the permanent Settlement still prevails, although not included in the Aboe on which the permanent settlement was calculated are clearly the property of the Zemindar unless these were specially reserved or were occupied at the time when the settlement was fixed by Government or by private parties" and as the Salem Fort was excepted by the Ayacut account of Doornuttay and the schedule, and was occupied by private parties at the time of the Settlement the Moothahdar could have no right, and that if the order of the 8th May 1824 is not construed with this

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the above limitation, Respondent might in the present instance advance a claim not only to the waste land in the Fort but, to revenue derived as quit rent or house tax on all parties residing within it, dues which it is evident the Government never could have conceded"

Appellant further argues that it will further appear that the Boards instructions of the 8th November 1824 were not understood by Government or the large interpretation contended for by Mr Fisher by the orders of Government of the 7th of August 1835 on the proceedings of the Board of the 20th July of that year directing "that the same principle which had guided the decision on the occasion specified in that document might be applied to all other similar cases in which the right of Government to such lands had been disputed" the subject of the dispute, as shewn in the document A° 5 being "a claim set up by a Mootahdar to lands within his Mootah" whereon the decision of the Board was against the claim because the waste lands had not been entered in the Original Schedule by which the sale of the Mootah was governed in either of the heads therein entered of Sagoowady and Podoogal or anady Bunjer, "that the Subordinate Judges conclusions that" as long as the same Fort was a Fort the lands within its walls were the property of Government, but, when it ceased to be one that then it came under the third head of land mentioned in appellants document

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No 6 Viz. "it is no longer" Government land." is some thing new, that the term was fixed at the time of the survey and no authority except the ruling power can change its class having been withheld from the possession of Mootahdar at the time of sale no act of Government in doing what it will with its own except a voluntary relinquishment can give the Mootahdar a right which he was possessed "that" the Fort is still a Fort but a small portion of it walls on one side has been levelled upon sanction and expence of Government for the purpose of increasing the salubrity of the Town, and even if the whole were removed the right of Government and the people to the site "is not affected" and that the Subordinate Judges on that "ground held by Government within Mootahdar on becoming unnecessary for the purpose to which it was originally applied becomes the property of the Mootahdar is erroneous" will be best exemplified by the Salem Mootahdar himself paying revenue to Government for land he holds on which his house is situated, which land was originally deducted on account of the commercial establishment.

Respecting the decisions adduced by Plaintiff in support of his claim appellant remarks, that they had not influence the Court in the present enquiry as "if the Court had the same evidence as he now produces and the parties

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parties the same knowledge of existing circumstances a different result might have been obtained" and it appears in Mr Birds decision, that he had no evidence whether the lands in dispute were deducted from the assets on which the permanent Bariz was settled, and his supposition, that the Government did not intend to reserve to itself land excluded at that time was erroneous, as shewn in the documents now entered in the Court as well as others of much earlier date "that Mr Watson was without information and the power of an efficient defence, therefore the decision passed by the Court in his case is not worthy of consideration" Appellant adds, he can further prove by the proceedings of the Board of Revenue of the 20th July 1810 and 23rd December 1841 that Mootahdars have no claim to lands reserved by Government and deducted from the Assets, on which the permanent Settlement was formed and held by them, without any demand of rent, and as to the value of produce awarded, observes that no documents were entered in Court, shewing the nature of the agreement between the Respondent and "his intended cultivation" but as it is stated he was to pay

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a warum share the damage, even if claimable from Appellant, ought to have been the value of half of the produce as recovered from the ground instead of the manufacturers profit on the probable sum to be realized at Madras

The Respondent calling attention to passages of the revenue selections and works on the permanent Settlement and remarking that the appellant would instil into the Court his notions of its principles and dictate the construction to be put upon the revenue terms, which occur in the course of the suit, remarks, with respect to appellants first argument "that, when the survey was completed, the Mootahdars were formed and with all the lands included within the boundaries of certain Villages of which they were comprised were confirmed to the Mootahdars and the Assessment fixed in perpetuity, and Summuds Istimrar particularly specifying the lands taxed &c. excluded therefrom and defining the duties expected of the Mootahdars were drawn out and issued to them and Cabooliats to the same effect taken from them" and that the summud document (83) issued for the Salem Mootah comprehends the whole agreement between the Government and the Mootahdar which bears no reference to any account not even to the Ayacut account which is an universal and particular statement of all lands of every kind what soever

of lands cultivated and about to be cultivated, of lands appropriated to religious and charitable purposes of lands occupied by beds of Tanks of waste lands of Sites of Villages &c. &c." made for the information of Government "to give Speculators some idea of the present value of the property they were invited to buy and to guide Government in determining the extent of the demand they should fix upon such property" and not particularly for the "Villages of Moottahs," that the document No. 6 extracted from the schedule on which appellant mainly relies is merely an Extract from such Ayacut account and no document between the Government and the Mootahdar and does not define the limits of the Mootah, or what Mootahdars became entitled to, and that it cannot be inferred from the fact of lands termed Poramboke which term Respondent maintains is synonymous to analy Buyer and simply means waste lands not being entered in the Schedule, that they were excluded from the Mootah Villages as set forth in appellants' Arguments, which are at variance with the Principles of the permanent Assessment and with the Summud Istimrar, the bond therefor of which "is full and clear and the words

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of lands cultivated and about to be cultivated, of lands appropriated to religious and charitable purposes, of lands accepted by heads of Tanks of waste lands, of sites of Villages &c. &c." made for the information of Government "to give speculators some idea of the present value of the property they were invited to buy and to guide Government in determining the extent of the demand they should fix upon such property" and not particularly for the "Villages of Moottahs," that the document No. 6 extract from the schedule on which appellant mainly relies is merely an Extract from such Ayacut account and no document between the Government and the Mootahdar and does not define the limits of the Mootah, or what Mootahdars became entitled to, and that it cannot be inferred from the fact of lands termed Pa-rumbokes which term Respondent maintains is synonymous to anady Burjer and simply means waste lands, not being entered in the Schedule, that they were excluded from the Moottah Villages, as set forth in appellants' arguments, which are at variance with the principles of the permanent assessment and with the Summud Istemrar, the bonds there-of which is full and clear and the words

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of many wise and great men and is supposed to convey the intention of Government without any equivocation or reservation and is now time honored." Respondent "Submits that if Government had intended to exclude grounds similar to those in dispute the same would have been entered in the Istimrar Summud in the same manner as Lackraj lands and others minutely recorded, had been or have stated that the schedule have the signification implied by appellant and therefore for appellant to assert "that Poromboke lands were excluded from the account of lands sold to the Mootahdar" and that the Summud is defective and does not convey its proper meaning that it is a document furnished after agreement had been entered into and that to know the right it conveys it is necessary to have reference to the account" is to assert what has no foundation and to impugn the wisdom of Government and to impeach its good faith, that the said Summud is held "so complete and sacred and inviolate that it has been determined by Regulation XX of 1830 Sect XII of 1836 and the decrees of the Sudr Court in appeal Suit 18 of 1811 and 4 of 1818," that no authority can alter it not

not even an admitted mistake in it" and by Section III Regulation XXXI of 1802 "that in all cases of disputed assessment reference shall be made to the Summud and judgment given by Courts of Judicature in conformity with its conditions" that Government have no right to any thing in the Inamtah except the articles specially reserved to them by para 4 of the said Summud certainly not to Poromboke lands such as that in dispute" which Respondent allows belongs to the Sirkar having been entered and retained in the Agaram account as the Glacis which it was though he denies it was so entered with the view and intent appellant would apply to it Viz. to exclude it from the Mootah and to deprive the Mootahdar from deriving any revenue from it of the rents of which he is entitled to according to the Decrees, being documents 48-49-50 the Summud 33 the proceedings of the Board of Revenue of the 8th. November 24 (No 34) confirmed by Government itself and Section IX Regulation XXIX of 1802 by which Mootahdars are authorized to grant Puttahs for clearing or bringing Poromboke lands into cultivation.

Respondent denies the

Correctness

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Correctness of appellants construction of the Extract of the 4th April 1840 urging that it is forced, inadmissible, fatal to his purpose and tells in Respondents favor as the said Extract does not state "ruined or uninhabited forts" the grounds within which might consequently be appropriated by the Moottahdar without prejudice to the right or convenience of other parties, as also, that the lands were either specially reserved or occupied either by Government or private parties, when the Settlement was fixed, and declares, that neither the Schedule or any document will support appellants assertion that the lands entered under the three heads named alone belong to Moottahdars and all others in the Moottah to Government and were reserved for whatever purpose the Government might see fit. As regards claiming quit rent or house tax from parties who had built houses within the Fort and were residing therein, Respondent admits he would not have claimed the land as Poromboke "had the State kept up the Fort, but as such had not been done and as Poromboke lands, without houses, and which are deserted become the property of the Moottahdar

in

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in the same manner as similar lands in Amanee Villages become the property of the Circar, he is clearly entitled to the lands and ought not to be deprived of his right in the present instance because a Subordinate Officer of Government chooses at his pleasure to set at nought the orders of that Government and to suppose the construction put upon such orders by Respondent and the Courts of Justice to be wrong one, and to say that the instructions of the Board were not understood by Government.

Respondent adds that as long as the Fort was kept up as a Fort the Moottahdar of course would have no right to the ground which formed the Glacis and ditches of it but, when it was deserted and the walls neglected and destroyed, which was long before the formation of the Moottah, such ground was only fit for cultivation and according to the principles of permanent assessment became the property of the Moottahdar, and that appellant had under orders of Government paid him rent for lands on which the Gaol stands, which are similar to those for which Mr. Watson was made to pay and with respect to appellants assertions regarding the Survey being fixed at the time of the Survey and the ruling power alone having power to change its class, or give the Moottahdars

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a right Respondent remarks that this argument is absurd as Moottahdars daily exercise the right of fixing the rent of the Moottahs lands, and Govern-ment has sold all Inalgoozary lands on the formation of Moottahs and that if the Land in dispute is inspec-ted it will be ascertained that appellants assertion that the Fort is still a Fort is untrue and that "Government has no right to interfere with any land belonging to the Moottahdar, not even to increase the salubrity of the town without the consent of such Moottahdar" nay, "is it credible that appellant really believes that the Government or the people of Salem have any right to the Land in dispute, nor does the interference of the late Collector with such lands give any such right as stated in the reply. The late Collector though he might have issued such an order as ap-pellant states, finding afterwards that he had no right to such lands himself re-linquished it to Respondent."

As to his Respondents paying rents for similar lands, Respondent ex-plains that the land alluded to was a Tyrul land deducted from the Barees of the Moottah in the same manner as Lakh-raj lands as it was occupied by Government as

Fort St. George 30th August 1847

as a bleaching green, as appears by the revenue re-cords and rules no longer requisite for the purpose was given to Respondent, he having purchased godowns thereon, long before he had any idea of becoming Moottadar of Salem, and the transaction being the same as the sale or transfer of any other Lackraj lands, the Moottahdar having no right of interference in either this land is therefore in no res-pect similar to Perumbakee land in dispute and in the regard to the agreement between himself and the cultivator not having been filed, and the nature of [illegible] that the production of the former was unne-cessary, as it is admitted, but he is ready to furnish it, and as appellant interfered Res-pondent who had made his arrangements with his cultivator, as a manufacturer, is entitled to sue for the loss he sustained by having been kept out of the produce and profits.

Judgment.

It is admitted by Respondent that he would not have claimed "the land had the State kept up the Fort" but as it has been deserted, the walls neglected and destroyed the greater part, he argues, that he

he has right to the unoccupied grounds within, about the walls, and wherein they stood. It is likewise admitted, that walls were removed at Government expence for the purpose, as appellant states "of increasing the salubrity of the Town" and that such was the case, is shewn by the document No. 28 being the Copy of an Contract from the Minutes of Consultation under date the 18th April 1836 wherein the importance of clearing the Fort at Salem is brought to notice by the Magistrate and assistant Surgeon and Government Sanction 1400 Rupees be expended in so doing -

Under these circumstances and the document No. 30 a Tahcab issued by the Collector on the 19th October 1837, directs that parties were to be permitted to build on Fort grounds cleared at Government Cost and sanction the Court does not consider, that Government ever relinquished possession (which is not proved) or their right to the disposal and control thereof, for by so doing the object of Government might be defeated: and the inhabitants, who have long occupied

summer

numerous houses and premises in and about the Fort might be subjected to inconveniences and nuisances, which it is now the duty of the Magistrate to prevent. Neither can the Court consider, that these Fort lands fall under the description of waste lands alluded to in Section XX Regulation XXX of 1802 and therefore, on these grounds reverses the decree of the Lower Court, and in doing so further remarks, that as the 3d Defendant was immediately prevented by the Collector cultivating the Fort ground rented to him by Respondent, from which the produce was expected, Respondent should have sued for the land also and any other loss which he conceived he had a right

			Rs.	A.	P.
Respondent will pay the Costs -					
Costs incurred by the Appellant in the lower Court -	}		64	10	10
Costs incurred by the Respondents in the Do. -	}		102	10	
Costs incurred by the 3d Defendant.			1		
Costs incurred by the Appellant in Appeal -					
Value of Stamped Papers under Section XIII and XIX Regulation XIII of 1816 -			64		
Batta for Summons Peon -			2		
Amount of fees payable to Government noticed by the Appellant under Section XXV Regulation XIV of 1816 -		33 2 6	97	4	6

Costs

11292

Fort St. George 30th August 1847.

Costs incurred by the Respondt:
=ent in the appeal.
Value of Stampt Paper under
Section XIX and XX Regula:
=tion XIII of 1816 - - - - - - - - - 4.9 " "
Pleaders fees under Section XXV
Regulation VIII of 1816 - - - - 33 2 6 82 2 6

Totak Costs - - - - - - 31.7 2 6

Deduct.

Costs already paid by the Respondents - - 18 1 3

Amount to be paid by the Respondent to appellant - - - - - - - - - - - - - - - - - - 92 4 "

Amount to be paid by the Respondent to 3rd Defendant - - - - - - - - - - - - - - - - - 1 a "

Amount to be paid by the Respondent to appellants Government vakeel - - - - - - by 11 4

Decreed on the 9th June 1845.

Read on the 10th June 1845.

Sealed and Signed on the 2d July 1845.

(Signed) I. G. S. Bruere
Civil Judge.

The appellant and Respondent are hereby informed that in conformity with the order of the Sudr Adalut (No. 18) no compromise entered into by the parties will be valid unless it first receives the sanction of the Court by which the Decree is passed.

Term for making Special Appeal expires the 2d October 1845.

(Signed) I. G. S. Bruere
Civil Judge

entered

11293

Fort St. George 30th August 1847.

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

To,
The Chief Secretary to
Government

(42-43)

To The Chief Secretary } Sir,
to Government }

1.

With reference to the correspondence noted in the margin I am directed by the Board of Revenue to submit for the consideration and orders of the Most Noble the Governor in Council the accompanying letter from the Collector of Salem dated 3d Instant, reporting the result of the appeal Suit No. 88 of 1844 instituted by the Moolahdar of Salem, against the decree in O.S. No. 274 of 1842.

2. From the papers already before Government and those now forwarded it will be observed that O.S. No. 274 of 1842 was instituted by Mr. Fischer the Moolahdar of Salem for the recovery of three spots of Poromboke land, consisting of Acres - - - 25-11-11, on one of which the Public Bungalow is situated, and the other two being Perumboke land are set apart for the encampment of Troops, and the execution of Criminals. The decree in this suit was passed in favor of Government upon which the Plaintiff preferred an appeal in No. 88 of 1844 on the file

To Government 17th July 1843.
From Govt. 13th to 17th Augt. "
To Govt. 4th December 1845.

Salem 30th August 1847.

Submits letter from the Collector of Salem reporting the result of the Appeal Suit No. 88 of 1844 instituted by the Moolahdar of Salem against the decree in O.S. No. 274 of 1842 and stating that he was indebted to file a brief Statement in order to set aside the revised judgement and the original decree might be confirmed. Recommends that the Collector be instructed to withdraw the Appeal and to make over the Two unoccupied spots of land to the Moolahdar and to levy Rent for that on which the Bungalow is situated from Fasly 1256.

file of the Civil Court to which an answer was put in by Mr. Brett the Sub Collector in temporary charge of the District, but on motions subsequently presented by the Appellant both in the Civil and Sudder Udalut Courts, the Civil Judge with the concurrence of the higher Tribunal, remanded the suit to the subordinate Court for review of Judgment. The Sub Judge accordingly upon examining the documents on which the first decision was founded and without any additional voucher or witnesses being brought forward passed a revised judgment on the 6th July last in favor of the Plaintiff.

3. The decision of the subordinate Court is to the effect that the Plaintiff shall be at liberty to cultivate the two spots of Perumbokkal unless they are required for the public purposes to which they are at present devoted, in which case he will be entitled to rent; and that he will further be entitled to rent for the site on which the Bangalow stands at the rate of Rupees 2 15. annually commencing from Fusly 1256.

4. Mr. Lockhart states that as only a term of 30 days for making an appeal viz. from 6th July to 5th August was allowed the limited time prevented his submitting a draft for the approval of the Board and he was therefore induced to file

a brief appeal Plaint in the Civil Court before the expiration of that term requesting that the revised judgment now passed should be set aside, and the original decree confirmed; copy of which, with other documents connected with the suit, he has forwarded with his letter now under transmission.

5. The Board have carefully perused the papers connected with this suit, and have duly weighed the general arguments of the Collector in favor of the proposed appeal, but the grounds on which the present decree are based appear to them so strong that they cannot recommend an appeal therefrom. It might perhaps be desirable as the general question is pending in another case before the Sudder Udalut to keep this question open by prosecuting the appeal until the result of that cause is known, but under all circumstances they would not agitate the matter any further.

6. Under this view the Board would beg to recommend that the Collector be instructed to withdraw his appeal and make over to the Tahsildar of Salem the two unoccupied spots of land which are represented as not being particularly required for public purposes, and to pay rent for that on which the Bungalow is erected at the rate of Rupees 2- 15 per Annum from Fusly 1256 agreeably

agreeably to the decision of the Subordinate Court.

Revenue Board Office,
Fort St. George,
30th. August 1817.

(Signed) D. White.
Acting Secretary.

Read the following letter.

To,
D. White Esqre.
Acting Secretary to the
Board of Revenue
Fort St. George

(44)

From the Collector of Salem... Sir,

With reference to Extract from the Board's Proceedings dated 12th. November 1816 conveying Extract from the Minutes of Consultation under date the 2d. of the same month sanctioning the disbursement from the Public Treasury of the sum of Rupees 1,068-12-11 with Rupees 927-13-11 in deposit making a total of Rupees 1,996-9-10 to the Mootahdar of Sandarrungalum being Amount of Collections made by the Officers of Government from Fusly 1224 to 1254 on the Giddagaeul lands belonging to his Mootah I have the honor to inform you that a further sum of Rupees 123-3-3 have been collected on account of the said Giddagaeul lands Viz. for Fusly 1255 Rupees 97-15-3 and for fusly 1256 Rupees 25-4 and is kept in deposit and to request that Sanction may be obtained for disbursing the said sum of Rupees 123-3-3 to the Mootahdar.

DESPATCHED

Salem Zillah.
Cofsoor.....
Collector's Office
7th. August 1817

(Signed) W. E. Lockhart.
Collector

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

To,
The Chief Secretary to
Government.

(44-45)

To The Chief Secretary to Government } Sir

With reference to Extract from Inform: 12th. Novr. 1816. Minutes of Consultation dated 2d. November last authorizing the Collector of Salem to restore to the Mootahdar of Sandarrungalum the Giddagaeul lands belonging to that estate together with the Collections made therefrom by the Officers of Government from Fusly 1224 to 1254 amounting to Rupees 2,596-9-10; I am directed by the Board of Revenue to forward for the orders of the Most Noble the Governor Inform 30th. August 1817. in Council, the accompanying letter from that Officer dated 7th. Instant, stating that a further sum of

*Fusly 1255-	97-	15-	3.
" 1256	25	4	"
	123	3	3

Rupees 123-3-3 has been collected on account of those lands in Fusly's 1255- and 1256. and kept in deposit, and requesting that Sanction may be obtained for disbursing that sum to the Mootahdar.-

The Board beg to recommend that the necessary sanction be accordingly granted.

Revenue Board Office
Fort St. George.---
30th. August 1817.-----

(Signed) D. White
Actg. Secretary.

Read the following letters.

To,
D. White Esqre
Acting Secretary to the
Board of Revenue
Fort St. George

(46)

From the Collector of South Arcot.

Sir,

In returning the Petition No. 1443 of 1816. addressed to the Board by one Naraina Sastree I have the honor to state, that the Petitioner enjoys an Enam land to the extent of 8 Cawnies of Nunjee yielding an annual teerwah of Rupees 26-6-1. in the village of Nungalore in the Talook of Pallumbarum held by purchase from the original incumbents and under a decree passed by the Civil Court some years back from which a quantity of land 11½ Annas have been taken away by Circar a few years ago when excavating certain new channels. The Petitioner prays that an equal extent of other land be given him as enam in lieu thereof.

On enquiry it appears that the 11½ Annas of Petitioner's Enam land, assessed with an Annual teerwah of Rupees 1-12-6 are now occupied by two Channels cut by Circar, and there being no available waste land in this Village to be given in lieu thereof, I consider the subject as not one for my disposal as directed in the endorsement added to which I believe there are some more claims of a similar nature. Should the Board consider it expedient that an equal portion of land should be granted to the Petitioner I beg leave to request that I may be favored with the necessary instructions on the subject in order that I may comply with his request by allotting 11½ Annas of Teerwaput land as Enam of Sheyab to enable the petitioner to enjoy the teerwah thereof from the present occupant

South Arcot
Collector's Cutcherry,
Cuddalore
19th August 1817.

(Signed) W. D. Davis
Collector.

Resolution thereon;

(46-47)

Before passing orders upon the subject of the petition alluded to in the foregoing letter the Board will be glad to receive more information regarding the Enam land enjoyed by the Petitioner in reference to the nature of the original grant or alienation, and the circumstances under which it came into the possession of the first incumbent

Return

† In Fasli 1226 in 1836. 5 Annas In Madapooram Channel cut in later years 9½ As. 11½

11300. (48) Fort St. George

30th August 1817.

Return of Tahsildars of the Collectorate of the Southern Division of Arcot and Cuddalore on the 30th April 1817.

Name and place of Birth	Caste	age	Talook	Average Collections from Fusly 1251 to 1255.	Pay	Length of service as Tahsildar in the present Talook	Total Length of Service as Tahsildar in this Collectorate	Employment previously to appointment as Tahsildar and length of Service in such Employment	Total length of Service	Remarks
1	2	3	4	5	6	7	8	9	10	11
				Cr. A. P.	Cr. A. P.	Y. M. D.	Y. M. D.	Y. M. D.	Y. M. D.	
Sooba Row Native of Chinglepet	Brahmin	37	Tinderamum	169,211 4 4	100	1 8 11	1 11 25	Hoozoor Goomastah in South Arcot — 10 10 2 Sirestadar at Tinderamum in Do — 2 11 2 13 9 4	15 8 29	
Seemenapa Pintoolee Native of Ellamansore	Do	43	Trevady	172,205 3 1	100	1 .. 22	6 2 6	Sayer Droghuff at Mungalumpetta in South Arcot — 2 6 3 —Do— Ameenah —Do— — .. 1 11 Deputy Sirishtadar in the Hoozoor Cutchery Do — 3 9 6 Goomastah — in —Do— Do — 2 3 14 Revenue Jemabonnies in Do Do — 3 9 27 Magistrate Jemabnuvis in Do Do — 6 8 2 19 2 3	25 4 9	
Baboo Row Do Native of Trivendy	Do	42	Villapooram	219,588 8 9	120	1 6 5	8 6 29	Hoozoor Goomastah in South Arcot — 3 3 15 —Do— Jemabonnies in —Do— — 13 10 .. —Do— Head Jemabonnies in Do — .. 9 10 17 11 4	26 6 3	
Cathavaroya Pillay Native of Pondicherry	Vellalar	48	Bowenghurry	139,198 15 1	100	8 3	.. 8 3	Hoozoor Sayer Sumpetty in South Arcot — 7 9 27 —Do— Revenue Do in —Do— — 10 4 13 Annicut Superintendent in Do — .. 4 28 Salt Ameenah in Durkanum — 4 1 20 22 8 28	23 5 1	
Coopoo Row Do Native of Arcot	Brahmin	33	Timmarajpooty	153,918 13 6	100	4 2	.. 7 21	Talook Goomastah in Chittore — .. .. 25 Do Do at Cavatenagaram in Do — 1 .. 14 Do Police Hoorkurrah in Do — .. 1 11 Do Do Do at Cadapanath in Do — .. 6 13 Hoozoor Goomastah in —Do— — 4 1 4 Do Deputy Jemabonnies in Do — 2 2 10 Do Sayer Jemabonnies in Do — 3 3 23 11 4 10	12 .. 1	

ORIGINAL PROCEEDINGS DESTROYED

11301

Fort St. George

30th August 1817.

Name and place of Birth	Caste	Age	Talook	Average Collections from Fasly 1257 to 1265	Pay	Length of service as Tahsildar in the present Talook	Total Length of service as Tahsildar in this Collectorate	Employment previously to appointment as Tahsildar and length of Service in such Employment.	Total length of Service	Remarks
1	2	3	4	5	6	7	8	9	10	11
				Rs. A P	Rs. A P	Y M D	Y M D	Y M D	Y M D	
Dasey acharry Native of Chittypoonneaud	Brannin	48	Chedembarum	137876 8 2	100 " "	2 1 9	9 6 20	Peishcar in Masulipatam District	1 8 12	
								Ameenah in Do.	" 9 19	
								Salt Ameenah in Do.	" 7 16	
								Acting Tahsildar of Cuddalore in South Arcot	" 1 27	
								Peishcar of Chellumbaram in Do.	2 7 10	
									5 10 24	15 5 20
Balakistna Row Do. of Jaganadapooram	Do.	43	Tripomalie	103409 5 4	100 " "	2 4 9	5 11 16	Hoozoor Goomastah in South Arcot	2 8 9	
								Talook Seristadar in Do.	12 8 26	
									15 5 5	21 4 21
Muddoona Row Do. of Vandanassy	Do.	44	Virdachellum	217339 " 9	100 " "	2 2 5	5 11 8	Assistant Talook Goomastah in Chittore	5 11 19	
								Talook Goomastah in South Arcot	2 4 9	
								Hoozoor Do. in the Sub Collector's Cutcherry at Do.	12 4 18	
								Talook Seristadar in Do.	4 7 4	
									25 3 20	31 2 28
Sama Row Do. of Tinnevelly	Do.	50	Ellavanassy	157129 10 11	100 " "	2 2 3	" 4 26	Maramut Inoostruff in Tinnevelly	3 " "	
								Civil Record Keeper Goomastah in Virdachellum Court	1 10 15	
								Talook Goomastah in South Arcot	1 3 22	
								Hoozoor Do. in Do.	8 7 8	
								Do. Head Do. in Do.	15 " 2	
									29 9 17	30 2 13
Hanoomajee Row Do. of Trenallore	Do.	48	Trecullore	133166 4 6	100 " "	1 9 7	3 " 11	Goomastah &c. in Pondicherry Talook	2 " "	
								Head Goomastah in South Arcot	18 5 "	
								Seristadar in Do. Do.	6 2 1	
									26 7 1	30 6 1

11302.

Fort St. George

30th August 1847.

Name and place of Birth	Caste	Age	Talook	Average Collections from Fasly 1251 to 1255	Pay	Length of Service as Tahsildar in the present Collectorate	Total length of Service as Tahsildar in this Collectorate	Employment previously to appointment as Tahsildar and length of Service in such Employment	Total length of Service	Remarks
1	2	3	4	5	6	7	8	9	10	11
				Rs A P	Rs A P	Y M D	Y M D		Y M D	
Seeneraja Row Dubash of Pollore	Bramin	49	Cullacoorchy	151505 13 7	100 - -	- - -	2 2 24			
Appasamy Moodely Do of Pondicherry	Vellala Christian	66	Chingleput	119868 11 6	100 - -	- - -	10 8			
Pandoo Runga Row Do of Poongonum	Bramin	49	Cuddalore	179481 3 7	65 - -	1 - 22				
								10 Y Moyasum and Savoonies in Cuddalore Talook in South Arcot	2 9 - -	
								Talook Sheristadar in Do	3 5 12	
									32 5 12	33 3 12
								10 8 Talook Assistant Police Goomasta in Madura	- 7 -	
								Mag.te Koomeekee Savoonies	- 11 21	
								Pooshoor Goomastah in Do	1 4 -	
								Do Petition Savoonier in Do	- 4 28	
								Do Magistrate Do in Do	9 - -	
								Do Deputy Savoonies in Madura	- 7 -	
								Do Savoonies in South Arcot	2 10 26	
									15 9 15	16 7 23
								1 - 22 Writer in the Collector's Cutcherry in South Arcot	23 6 10	21 7 2

South Arcot Collr. Cutcherry

Cuddalore 21st August 1847

E. E. Jr.

[Signed] W. S. Davis

Collector

Order thereon,

(48–49)

Ordered to be recorded.

Read the following Statement.

Salt

11303. (50)

Fort St. George

30th August 1847.

Dr. Salt account Current in the Districts of Madura and

Dindigul for the Quarter Ending 11th July 1847.- Cr.

			Garce	Measb	Rs	Garce	Measb	Rs
1846		Ramnad and Shevagunga						
July 12th	Balance of Salt on hand on the Commence=							
	= ment of present Trusly		"	"	"	113	6	128 "
1847								
March 31	Quantity Manufactured to the end of last							
	Quarter					2175	27½	-
July 11th	Do.	Do. in this Do.	"	"	"	2175	27½	"
March 31st	Gained by Measurement to the end of last Do.					10	20	3 "
July 11th	Do.	Do. in this Do.					2	27 "
			13	80	"	2188	35½	"
		Total Salt	"	"	"	3645	82	"
		or India Maunds				437	42½	"

1847										
March 31st	Total Sales to the end of last Quarter	For Inland consumption	56	795	6	6				
		For Home Do.	190	809	1	214	604	6	6	
July 11th	Sales in this Quarter	For Inland Do.	1	007	7	4	10			
		For Home Do.	10	819	2	"	"	1152	69	4 10
		Company's Rupees							392	873 11 4

Dr. Money Account Current for Quarter Ending 11th July 1847.

				Cr.	A	P	Cr.	A	P
1847									
March 31st	Total Sales to the end of last Quarter	For Inland consumption	To the end of last Quarter	8909	11	7			
			By Servants Wages In this Quarter	1456	"	"	133	65	11 7
		For Home Do.	By Poozoomsand Manufacturers's Commuted share To the end of last Quarter	183	1	8			
			In this Quarter	91	14	10	275	"	6
July 11th	Sales in this Quarter	For Inland Do.	By Payments to the Manufacturers To the end of last Quarter	25994	11	"			
			In this Quarter	"	"	"	25994	11	"
		For Home Do.	By Charges Extra=ordinary including Sadarwarad To the end of last Quarter	590	11	9			
			In this Quarter	133	3	"	723	14	9
			Advances made to the Salt Manufacturers in this Quarter	"	"	"	11988	12	"
							52348	1	10
			Net Revenue To the end of last Quarter	211926	2	6			
			In this Quarter	128599	7	"	340525	9	6
			Company's Rupees				392873	11	4

DESTROYED

DESTROYED

N. B. Balance of Rewannahs as per
last Quarter 13,196
Received in this Quarter "
13,196
Rewannahs issued in this Quarter 1,111
Remaining on the 11th July 1847- 9085

Madura
11th July 1847

E. E. Jnr. / Signed / R. S. Parker
Collector

11304. Fort St. George 30th. August 1847.

(50-51)

Order thereon; Ordered to be recorded.

To, S White Esqre.
Acting Secretary to the
Board of Revenue
Fort St. George

(52)

From the Collector of Madura } Sir,

I have the honor to inform you that in consequence of the Settlement for the fasly not being yet completed owing to the large amount of Shavee the transmission of the Statement of Demand Collection and Balance upto 14th July has been detained.

Madura 16th August 1847 } (Signed) P. D. Parker
Collector.

Resolution thereon; (52-53) The Board trust the Collector will take such measures as may be necessary to expedite the transmission of the Statement of Demand Collection and Balance referred to in the foregoing letter.

Read the following letters.

To,

11305. Fort St. George 30th August 1847.

To, D. White Esqre.
Acting Secretary to the
Board of Revenue
Fort St. George.

(54)

From the Acting Collector of Tinnevelly---- } Sir,

Forwarding Translation of the Decree in Suit No. 1 of 1846:-

With reference to your letter of the 24th Ultimo, I have the honor to forward as therein required a translation in English of the enclosed Decree in the Tamil language passed by the Principal Sudr Ameen of Tinnevelly in Suit No. 1 of 1846 Some delay had occurred to get the latter Corrected in Consequence of the Civil Court being Closed.-

Tinnevelly Collectors Office
Courtallum 3d August 1847 } (Signed) F. B. Elton
Acting Collector

No. 1.

Translation of the Decree in O. S. No. 1 of 1846 on the file of the Principal Sudr Ameens' Court at Tinnevelly.-

Plaintiffs	Versus	Defendants
Canagathymeera Rowthen of the Cutcha of Tencausey 1		C. B. Thomas Esquire Collector of Tinnevelly 1
Anoomunthia Coolly		Honairy Row Tahsildar
Nagoor Meera Rowthen 2		of Tencausey 2
Nullacunnoo Pillay 3		Thummoovier
Vakeel Sungralingum Pillay.-		of Do. 3
		Streenevasa Iyengar 4
		Meer Ahomed Ebrahim Government Vakeel on behalf the 1st Defendant

Plaint abstracted.-

It is set forth in the Plaint that

Fort St. George 30th August 1847.

that one Nyna Routen the uncle of the 1st Plaintiff having on the 6th Auvany of 981 Aundoo, purchased the disputed Keel Puchup=pah Naicken Tank together with the Nunjah/ Amounting to 11 — 4 — 4 5/8 and Poonjah land under its irrigation Repaired it at his own expence and Raised Nunjah Cultivation on the above land the produce of which was jointly enjoyed by him and his Brother Codoo=cunny Routen as also by the 1st Plaintiff's father Santhoo Routen up to the demise of the latter, that subsequently the land was in the joint enjoyment of the 1st Plaintiff and his 2 Uncles, until 4th Dr=pesy of 997 Aundoo when it was divided among them into three equal portions, that in Fusly 1837, the bund of Maila Puchappa Naicken Tank situated on the west side of the disputed Tank having been breached and the water thereof having run into the latter its bund also shared the same fate consequently the lands under it became too high/ to be watered/ that although the bund of the former Tank was repaired, yet that the breaches in the latter were not closed from

Fort St. George 30th August 1847.

from an apprehension that it would be breached as before that for the foregoing Reasons the land under the disputed Tank was since cultivated with Nunjah Mail Poonjah produce, that of the three shares of the disputed land Puttany Routen the son of the Nyna Routen mortgaged his one share to the 3rd Plaintiff that Santhoo Mahoodanan another Partner also mortgaged his share of land to the 1st Plaintiff and to the said Puttany Routen that the said Puttany Routen and the 1st Plaintiff remortgaged the same to the 2nd Plaintiffs that while the circumstances stood thus the 3rd and 4th Defendants having offered to raise Nunjah cultivation on the land under litiga=tion the 2nd Defendant told the Plaintiffs that they should as usual cultivate the land for Fusly 1254 with Nunjah mail Poonjah produce, and for Fusly 1255 with Nunjah, and if they do not cultivate the land for the latter Fusly they should pay Nunjah Teerwah and that if they lay the land waste during Fusly 1256 also that it would be made over to the persons offering to cultivate Nunjah thereon, that the Plaint=iffs having agreed to do so, a Moochalika to that effect was taken from them by the

2nd

Fort St. George 30th August 1847

2nd Defendant that accordingly the Plaintiffs with a view to raise Nunjah cultivation prepared a part of the disputed land for sowing, closing at the same time the breach in the Tank bund at an expense of 15 Rupees, but that the 1st Defendants gave orders on the 22nd August 1845 permitting the 3rd and fourth Defendants to cultivate the disputed land that they the said Defendants accordingly cultivated the land with Nunjah and that consequently the Plaintiffs sue the Defendants for the recovery of 6–8–3 7/8 of Mailgozary Nunjah land yielding a yearly produce of Rupees 139–11–4 together with the income expected to be derived from Fusly 1254 up to the date of the decree.–

Answer Abstracted.

It is stated in the answer filed by the 1st Defendant that S.C. 7-2-3 7/8 of land is capable of being cultivated under the disputed Tank that the annual revenue derived therefrom amounts to Rupees 96 that a small breach occurred in the Tank bund in Fusly 1237 which the Plaintiffs did not close nor carry on Nunjah cultivation for a period of 14 years that they have cultivated the land with

Fort St. George 30th August 1847

Poonjah Produce which is more profitable to the Plaintiffs but prejudicial to the interests of Government paying only Nunjah and Poonjah tax equal to 1/3 of the Nunjah Teerwah that by so doing the Government have sustained a considerable loss, that the 3rd and 4th Defendants tendered a proposal that the 1st Defendant understanding that the Plaintiffs have neither attempted to close the breach nor to raise Nunjah Cultivation according to their first agreement and considering the loss that the Government would thereby incur sent for the Plaintiffs and made enquiry that the Plaintiffs thereupon executed a Moochilka binding themselves to execute the necessary repairs within 15 days that they having failed also to act up to the said agreement that the 1st Defendant thereupon considering that the Government would become a loser if the land be allowed to remain any longer in the profession of the Plaintiffs made it over to the 3rd and 4th Defendants who had promised to raise Nunjah Cultivation by executing repairs at their own cost and pay full Nunjah Teerwah to Government and that these 2 Defendants were

Ordered.

Fort St. George 30th August 1847

ordered to pay to the Plaintiffs the Ma=
=ramut charges incurred by the latter.-

The 2nd 3d and 4th Defendants are treed exparte inconsequence of their having failed to file their Answers.-

Reply and Rejoinder were filed respectively by the Plaintiffs and the 1st Defendant.-

Points given to the Plaintiffs.-

1st The Plaintiffs should prove their having attempted to raise Nunjah cultivation Repairing the tank at an escpense of 15 Rupees in Fusly 1255.-

They should also prove the correctness of the esctent of land claimed by them as mentioned in the Plaint.-

Points given to the 1st Defendant

1st The first Defendant should prove the circumstance of the Plaintiffs having made only a partial and not full repair to the Tank within the term specified in the Moochilka, and that of his having for the same reason made over the land to the Durkastdars.-

2d Do. Do. the correctness of the esctent of the disputed lands.-

3d To produce the Moochalika taken

Fort St. George 30th August 1847

taken from the Plaintiffs.-

List of Documents filed by the Plaintiffs.-

1. No. 33. Sunnud dated 4th January 1845 issued by the Tahsildar of Tencausey Taloork to the No. Curnum and Merasidar of Goona=
=ramanellore, and which was produced by the 5th Witness on behalf of the Plaintiffs.-

2 No. 34. Sunnud dated 12th April 1845 issued by Do. to Soobra Monea Pillay No. Curnum of Do. and produced by Do.-

3. No. 40 Copy of a report dated 11th December 1844 made by Oolaganada Pillay Cusbah Tarsildar to the Tahsildar of Tencausey.-

4. No. 41 Do. of a Moochalika executed by Canagathy Meeran 1st Plaintiff under date the 25th Do. Do.

List of Documents filed by the 1st Defendant.-

1. No. 44. Original Moochalika executed by the 1st Plaintiff under date the 25th December 1844.-

2. No. 45 Original Moochalika execu=
=cuted by the 3d Plaintiff on the same date.-

3. No. 46 Do. Do. executed by the 3d Plaintiffs

Fort St. George 30th August 1847.

Plaintiffs under date the 31st July 1845

Witnesses examined on Oath -

On the said of the Plaintiffs	On the side of the 1st Defendant
Palaveesa Thaven ---- 1	Coottalingum Pillay
Mootloodamy Thaven --- 2	Tamil Goomastah 1
Sungeely Poothathan --- 3	Pandeum Pillay
Connappa Pillay ---- 4	No. Curnum ---- 2
& No. Curnom Coobra=	
=manier Pillay ---- 5	and Palany Peon --- 3

Decree

The 1st Defendant admits in his answer that he made over the disputed land that was in the profession of the Plaintiffs to the 3d and 4th Defendants for cultivation -

It is set forth in the answer that the Government have sustained a loss in consequence of the Plaintiffs not having cultivated the land with Nunjah. Produce since the last 17 years that the 3d and 4th Defendants offered to repair the Tank and raise Nunjah cultivation, that the Plaintiffs thereupon executed an Koochilka to the effect that they could not cultivate the land owing to the advanced state of the season, but that they will repair the Tank and pay full

Teerwah

Fort St. George 30th August 1847.

Teerwah for Fusly 1255, but that they contrary to the agreement in question made only a partial repair to the Tank that when called upon to account for their failure that they executed a 2d Koochalika promising to make the full repairs within 15 days but that they having still made only a partial repair and failed to act even according to the 2nd Agreement that the 1st Defendant was of opinion that the Plaintiffs pleads ruin excused and therefore made over the land under litigation to the 3d and 4th Defendants for raising Nunjah Cultiva=tion thereon - The 1st 2d and 3d Witnesses on behalf of the Plaintiffs state that the Plaintiff executed the repairs to the Tank in full - The 5th Witness a No. Curnom No. 30 - deposed that the land under dispute is in the profession of the 4th Defendant, agreeably to the orders given by Tahsildar and that the 2 ruined Tanks situated on the west side of the disputed one were repaired in Fusly 1255 - The Plaintiffs state that unless the 2 neighbouring Tanks were brought under repair that it was use=less to repair the disputed one as the water of the former would flow to the latter and

endanger

Fort St. George 30th August 1847

endangers its bund. The cause assigned by the Plaintiffs for the delay in putting the disputed Tank under full repair is admissible.—

The Plaintiffs are not in fault for having delayed the repairs to the disputed Tank until Fasly 1255 when alone the 2 adjacent Tanks in question were repaired.

The Plaintiffs are not answerable to repair the said 2 Neighbouring Tanks at their own expense, and it is useless to repair the disputed Tank before the adjacent ones are repaired.—

The 1st and 2nd Defendants state that they proceeded to the spot on the 23rd August 1845 to inspect the repairs done to the Tank by the Plaintiffs and found it repaired partially and not fully.—

On the 25th December 1844 the Plaintiffs executed the 1st Moochalika to the Circar binding themselves to repair the Tank for Fasly 1255 in order to raise Peshanum Cultivation and pay full Peermash to Government for the land under dispute whether they cultivate it or not and also stating that they would agree to its being made over to another

Fort St. George 30th August 1847.

another person in case it is laid waste for fasly 1256. On the 31st July 1845 the 3 Plaintiffs executed another Moochalika on similar conditions promising to repair the Tank within 15 days. On the 6th August 1845 when the 2nd and 3rd Plaintiffs were asked to state the cause of their failure to act up to the said agreement they promised to make full repairs to the Tank within 10 days, and that in case they fail the land may be given to any one offering to cultivate the same.—

As the Plaintiffs have entered into an agreement to pay the Peermash on the land under dispute even in case they lay it waste the 1st Defendant should have waited till the expiration of Fasly 1255, because by so doing there is no loss to Government. Besides this the Peshanum season of Fasly 1255 did not as per 1st agreement expire on the 22nd August 1845 on which the disputed land was made over to the 3rd and 4th Defendants.—

The Plaintiffs did not agree to give up their land before the close of the Peshanum season of Fasly 1255. Nor was it necessary for the 1st and 2nd Defendants to allow the Plaintiffs so short a time as

Fort St. George 30th August 1847.

as 10 days for repairing the Tank in question.-

The Plaintiffs are entitled to the disputed land in justice and by right of occupation.-

But in consequence of the Plaintiffs having failed to act up to the 2 agreements above mentioned as also to the third engagement the land was given up to the 3d and 4th Defendants by order of the 1st Defendant, and for which this suit appears to have been brought against him.- The Plaintiffs are to blame for the delay alluded to above.-

It appears from the documents recorded in this case that the remaining repairs to the disputed Tank have been executed by the 3d and 4th Defendants. In the event of the 4th Defendant proving the amount of charges incurred by him and the Plaintiffs consenting to pay him the amount, the former or the 4th Defendant should pay the Plaintiffs the value of the produce of the land enjoyed by the said Defendant, which may be proved by them the amount of Naramut charges incurred by the 4th Defendant and the quantity of produce of the disputed land

Fort St. George 30th August 1847.

land cultivated by him are not known.

Under the foregoing reasons the 4th Defendant is adjudged to give up the lands to the Plaintiffs who should pay the whole costs of the suit hereunder mentioned.-

Costs.-

Value of stamp papers used by the 1st Defendant	3	8	"
Vakeels fees	6	15	2
Total charges incurred by the 1st Defendant but to be paid by the Plaintiffs.-	10	7	2
Value of stamp papers used by the Plaintiffs	13	12	"
3/4 of the fees of the Plaintiffs Vakeel	5	4	"
Batta to Peons who served Summons &c	6	"	"
Total	25	"	"

No compromise entered into by the parties themselves without the knowledge of this Court will be valid agreeably to the Circular order of the Sudr Adalut No. 48.

This Decree was passed on the 10th March 1847.-

Given

Fort St. George 30th August 1847

Given under my hand and the Seal of the Principal Sudr. Ameen Court of Tinnevelly this 6th April 1847.

The term of Appeal expires on the 15th May 1847.

/True translation/

/Signed/ F. B. Elton.

Acting Collector.

54-55

Proceedings thereon.-

Resolved that the foregoing letter and its enclosures be submitted to Government with reference to Extract from Minutes of Consultation dated 17th June last.-

To, D. White Esqre.

Acting Secretary to the Board of Revenue Fort St. George

56

From the Actg. Collector Tinnevelly.---

Sir,

I have the honor to request with reference to the fact of the Singumputty and Yailoomaday Paliputs being now under Circar management and to the probability that they will continue so for some time that the Board would sanction the entertainment of a Huzzoor Gomastah on a Monthly Salary of 10/2 Rupees to be paid for out of the funds of the said Estates in equal shares.-

The

Fort St. George 30th August 1847.-

The Nattu Sheristadars' Office to which they are attached requires some assistance and it seems but fair that they should contribute to the additional labour devolving on the Establishment by the details of these Estates the funds of which are able to afford the charge in question as shewn in the Margin.-

Surplus of Singum-putty up to July last Amounts to— Rs 4200

Do. of Yailoo-maday = 749

2. The Libbendy originally applied for did not embrace any Gomastah for the Huzzoor.-

Tinnevelly, Collectors' Office, Courtallum, 11th August 1847

/Signed/ F. B. Elton Acting Collector.-

Resolution thereon.- Under the circumstances stated in the foregoing letter the Board authorize the Entertainment of a Huzzoor Gomastah on a Monthly Salary of 10/2 Rupees to be paid from the funds of the Singumputty and Yelloomaday Estates now under Circar Management.-

56-57

58

From the Collector of Canara.- Read Abstract Statement of persons Charged with Offences under Regulation IX of 1822 during the 1st half of the year 1847.-

58-59

Order thereon.- Ordered to lie over until the receipt of the Returns from other Districts when an abstract of the whole will be prepared and submitted for the orders of Government.-

Read the following letter:-

To

Fort St. George 30th August 1847

Given under my hand and the Seal of the Principal Sudr. Ameen Court of Tinnevelly this 6th April 1847.

The term of Appeal expires on the 15th May 1847.

/True translation/

/Signed/ F. B. Elton.

Acting Collector.

54-55

Proceedings thereon-

Resolved that the foregoing letter and its enclosures be submitted to Government with reference to Extract from Minutes of Consultation dated 14th June last-

To, D. White Esqre.

Acting Secretary to the Board of Revenue Fort St. George

56

From the Actg. Collector Tinnevelly---

Sir,

I have the honor to request with reference to the fact of the Singumputty and Yailoomaday Paliputs being now under Circar management and to the probability that they will continue so for some time that the Board would sanction the entertainment of a Huzzoor Gomastah on a Monthly Salary of 10/2 Rupees to be paid for out of the funds of the said Estates in equal shares-

The

Fort St. George 30th August 1847-

The Aumb Sheristadars' Office to which they are attached requires some assistance and it seems but fair that they should contribute to the additional labour devolving on the Establishment by the details of these Estates the funds of which are able to afford the charge in question as shewn in the Margin.-

Surplus of Singumputty up to July last Amounts to Rs 4200

Do. of Yailoomaday = 970 49

2. The Sibbendy originally applied for did not embrace any Gomastah for the Huzzoor.-

Tinnevelly, Collectors' Office, Courtallum, 11th August 1847

/Signed/ F. B. Elton

Acting Collector-

Resolution thereon.- Under the circumstances stated in the foregoing letter the Board authorize the Entertainment of a Huzzoor Gomastah on a Monthly Salary of 10/2 Rupees to be paid from the funds of the Singumputty and Yelloomaday Estates now under Circar Management.-

56-57

58

From the Collector of Canara.- Read Abstract Statement of persons Charged with Offences under Regulation IX of 1822 during the 1st half of the year 1847.-

58-59

Order thereon.- Ordered to lie over until the receipt of the Returns from other Districts when an abstract of the whole will be prepared and submitted for the orders of Government.-

Read the following letter:-

To

11320. Fort St. George 30th August 1847.

To

D. White Esqre

Acting Secretary to the

Board of Revenue

Fort St. George

60

Sir,

From the Collector of Madras ------

I have the honor to report

Requesting that the necessary sanction may be obtained for renewing the late Chengalane's Salt Compensation Certificate in the name of his Grand son Appasawmy Moodelly and for paying to him the arrears remaining undrawn Rs. 20-1-.

that a Certificate was issued on the 22d January 1816, No. 6 to the late Chengalane for an allowance of Rupees 20-1-. per Annum for the suppression of Salt Manufacture at Eroongoonum. On the 30th July 1824 he transferred his right and title to his Grand Son Appasawmy Moodelly who continued to receive the Amount up to the 11th July 1846.-

2. The original Certificate having been much injured in consequence of the box in which it was secured having been left at a place that was afterwards found to be under water during the Storm in the past year, Appasawmy Moodelly applied to me on the 26th May last for the issue of a fresh Certificate in his name.-

DESTROYED

3. It appears from the enquiry which I have made that Chengalane had a Son who was married, but both he and his wife died without issue Appasawmy Moodelly is the only son of Chengalane's Daughter, and there is not any other person

person who can claim an interest in the grant.-

4. As compliance with Appasawmy Moodelly's application seems to be unobjectionable, I beg leave to recommend that the necessary sanction may be obtained for the renewal of the grant to Chengalane in the name of Appasawmy Moodelly, and for the payment to him of the arrears of Compensation remaining undrawn for 1 year, or upto the 11th July 1847. Rupees 20-1-.

DESTROYED

5. The Certificate No. 6 was issued for the amount exhibited in item No. 32 in the list submitted to the Board on the 1st April 1813.-

Madras 10th August 1847

Signed J. C. A. Hudleston

Collector.

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

To The Chief Secretary to Government

60-61.

To The Chief Secretary to Government

Forwards a letter from the Collector of Madras requesting permission to renew a Salt Compensation Certificate in the name of Appasawmy Moodelly and for the payment to

Sir,

I am directed by the Board of Revenue to forward for the orders of the Most Noble the Governor in Council, the accompanying letter from the Collector of Madras, dated 10th Inst. stant requesting permission to renew Salt Compensation certificate No. 6 dated 22d January 1816, in the name

11322

Fort St. George 30th August 1847

Claim of certain arrear undrawn. Recommends a Compliance with the Collectors application

name of one Appasawmy Moodelly.

2. From Mr Hudlestan's letter it appears that the allowance of Rupees 20 p.a. payable to the late Chengalane and entered as No 32 in the list No 3 which accompanied Mr Ellis' letter dated 1st April 1813 submitted from this Office on the 11th June and sanctioned by Government on the 13th July following was drawn by that individual upto 30th July 1824, when he transferred his right and title to his Grand Son Appasawmy Moodelly who continued to receive the amount of Compensation till 11th July 1846. It is further stated that the original Certificate has been injured owing to the Box in which it was secured having been left in a place which was afterwards found to have been flooded during the late Storm in consequence of which Appasawmy Moodelly has applied for fresh Certificate in his name.

3. From the enquiries made by Mr Hudleston it appears that the applicant is Grand Son of the original holder and that no other person can claim an interest in the grant. He accordingly requests that sanction may be obtained for its renewal in the name of Appasawmy Moodelly and for the payment to him of the arrears remaining undrawn for one year or upto 11th July 1847 amounting to Rupees 20-1-11 The Board beg to recommend that the application be complied with.

Revenue Bd Office
Fort St. George
30th August 1847

[Signed] D. White
Acting Secretary.

Read the following Statement

DESTROYED

11323

Statement showing the Capacity the Collectors or Principal Collectors and Balance under the several Heads with the Average Collections of the same period during

Sunds

Grand Total

Sunds

Grand Total

Sunds

Grand Total

11372

Fort St. George 30th August 1847

Claim of certain arrear undrawn. Recommends a Compliance with the Collectors application

name of one Appasawmy Moodelly.

From Mr Hudleston's letter it appears that the allowance of Rupees 20 - - payable to the late Chengalane and entered as No 32 in the list No 3 which accompanied Mr Ellis' letter dated 1st April 1813 submitted from this Office on the 11th June and sanctioned by government on the 13th July following was drawn by that individual upto 30th July 1824, when he transferred his right and title to his Grand Son Appasawmy Moodelly who continued to receive the amount of Compensation till 11th July 1846. It is further stated that the original Certificate has been injured owing to the Box in which it was secured having been left in a place which was afterwards found to have been inundated during the late Storm. in consequence of which Appasawmy Moodelly has applied for fresh Certificate in his name.

From the enquiries made by Mr Hudleston it appears that the applicant is Grand Son of the original holder and that no other person can claim an interest in the grant. He accordingly requests that sanction may be obtained for its renewal in the name of Appasawmy Moodelly and for the payment to him of the arrears remaining undrawn for one year or upto 11th July 1847 Amounting to Rupees 20-1-- The Board beg to recommend that the application be complied with

Revenue Bd Office
Fort St George
30th August 1847

(Signed) D White
Acting Secretary.

Read the following Statement

DESTROYED

11373

Fort St. George 30th August 1847

Statement shewing separately the Collections on account of Arrears of Land Revenue included in the Statement of Principal Collection and Balance under the several heads preceding further

Zillahs	Names of Talooks	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total
		Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
Chingleput	Chingleput	50082 2 11	38809 11 1	11273 3	1	1	1
	Conjeveram	38806 6 8	31000 4 8	7806 1 8	1	1	1
	Poonamallee	31000 4 8	24885 8 5	6114 11 3	1	1	1
	Sholinghur	24885 8 5	20388 3 -	4497 5 5	1	1	1
	Arcot	20388 3 -	16410 5 7	3978 - 5	1	1	1
	Wallajah	16410 5 7	13129 12 -	3280 5 7	1	1	1
	Arnee	13129 12 -	10497 14 8	2631 13 4	1	1	1
	Cheyaur	10497 14 8	8403 12 -	2094 2 8	1	1	1
	Tripassore	8403 12 -	6727 4 -	1676 8 -	1	1	1
	Vellore	6727 4 -	5388 8 -	1338 12 -	1	1	1
	Polloor	5388 8 -	4312 8 -	1076 - -	1	1	1
	Gingee	4312 8 -	3450 - -	862 8 -	1	1	1
	Timery	3450 - -	2760 - -	690 - -	1	1	1
	Chittoor	2760 - -	2208 - -	552 - -	1	1	1
	Pulicat	2208 - -	1766 8 -	441 8 -	1	1	1
	Sullivaram	1766 8 -	1413 - -	353 8 -	1	1	1
	Poonamallee	1413 - -	1130 8 -	282 8 -	1	1	1
	Sholinghur	1130 8 -	904 - -	226 8 -	1	1	1
	Arcot	904 - -	723 4 -	180 12 -	1	1	1
	Wallajah	723 4 -	578 8 -	144 12 -	1	1	1
	Arnee	578 8 -	462 8 -	116 - -	1	1	1
	Cheyaur	462 8 -	370 - -	92 8 -	1	1	1
	Tripassore	370 - -	296 - -	74 - -	1	1	1
	Vellore	296 - -	237 - -	59 - -	1	1	1
	Polloor	237 - -	189 12 -	47 4 -	1	1	1
	Gingee	189 12 -	151 4 -	38 8 -	1	1	1
	Timery	151 4 -	121 - -	30 4 -	1	1	1
	Chittoor	121 - -	96 12 -	24 4 -	1	1	1
	Pulicat	96 12 -	77 - -	19 12 -	1	1	1
	Sullivaram	77 - -	61 8 -	15 4 -	1	1	1
	Poonamallee	61 8 -	49 - -	12 8 -	1	1	1
	Sholinghur	49 - -	39 4 -	9 12 -	1	1	1
	Arcot	39 4 -	31 8 -	7 12 -	1	1	1
	Wallajah	31 8 -	25 4 -	6 4 -	1	1	1
	Arnee	25 4 -	20 4 -	5 - -	1	1	1
	Cheyaur	20 4 -	16 4 -	4 - -	1	1	1
	Tripassore	16 4 -	13 - -	3 4 -	1	1	1
	Vellore	13 - -	10 8 -	2 4 -	1	1	1
	Polloor	10 8 -	8 4 -	2 4 -	1	1	1
	Gingee	8 4 -	6 8 -	1 12 -	1	1	1
	Timery	6 8 -	5 4 -	1 4 -	1	1	1
	Chittoor	5 4 -	4 4 -	1 - -	1	1	1
	Pulicat	4 4 -	3 8 -	12 -	1	1	1
	Sullivaram	3 8 -	2 12 -	12 -	1	1	1
	Poonamallee	2 12 -	2 4 -	8 -	1	1	1
	Sholinghur	2 4 -	1 12 -	8 -	1	1	1
	Arcot	1 12 -	1 4 -	4 -	1	1	1
	Wallajah	1 4 -	1 - -	4 -	1	1	1
	Arnee	1 - -	12 -	4 -	1	1	1
	Cheyaur	12 -	8 -	4 -	1	1	1
	Tripassore	8 -	6 -	2 -	1	1	1
	Vellore	6 -	4 -	2 -	1	1	1
	Polloor	4 -	3 -	1 -	1	1	1
	Gingee	3 -	2 -	1 -	1	1	1
	Timery	2 -	1 -	1 -	1	1	1
	Chittoor	1 -	1 -	-	1	1	1
	Pulicat	1 -	1 -	-	1	1	1
	Sullivaram	1 -	1 -	-	1	1	1
	Poonamallee	1 -	1 -	-	1	1	1
	Sholinghur	1 -	1 -	-	1	1	1
	Arcot	1 -	1 -	-	1	1	1
	Wallajah	1 -	1 -	-	1	1	1
	Arnee	1 -	1 -	-	1	1	1
	Cheyaur	1 -	1 -	-	1	1	1
	Tripassore	1 -	1 -	-	1	1	1
	Vellore	1 -	1 -	-	1	1	1
	Polloor	1 -	1 -	-	1	1	1
	Gingee	1 -	1 -	-	1	1	1
	Timery	1 -	1 -

62-63

Order thereon. Ordered to be recorded.

Read the following letter

To D White Esqr.

Acting Secretary to the

Board of Revenue

Fort St. George

64

From the Collector of Sea Customs Madras

Sir, In compliance with the requisition contained in Extract from the Proceedings of the Board of Revenue dated 1st July 1847 I have the honor to annex a Statement of the result of the Sale of Sandalwood purchased by Mr H Hayllett.

Sea Custom House Madras 20th August 1847.

[Signed] W E Underwood

Collector of Sea Customs

1st Sort	380	1	24	@ Rupees 3	11	8 per Maund	1343	3	11
2nd Sort	317	1	32	@ Rupees 3	—	7 per —	1571	10	9
3rd "	1391	3	33	@ Rupees 2	7	8 per —	3419	11	4
4th "	353	2	35	@ Rupees 2	—	7 per —	1126	11	6
	2832	5	4				7491	5	6

Deduct

Coolly hire for Weighing 9 Days 8 13 2

Net Proceeds 7482 8 4

[Signed] W E Underwood

Collector of Sea Customs

64-65

Resolution thereon. Resolved that a copy of the foregoing

foregoing letter and Statement be transmitted for the information of the Principal Collector of Coimbatore, with reference to the Boards Proceedings dated 19th July last.

Read the undermentioned Statements.

66 From the Collector of Chingleput. Statement of Contingent Charges incurred in the Quarter ending 30th June last.

67 From the Collector of Chingleput Statement of Contingent Charges incurred in the Magisterial Department for the Quarter ending 30th June last.

68 From the Collector of Madura. Statement of Contingent Charges incurred in the Magisterial Department for the Quarter ending 30th June last.

69 From the Principal Collector of Coimbatore Statement of Contingent Charges incurred in the Magisterial Department for the Quarter ending 30th June last.

70 From the Collector of Malabar. Statement of Contingent Charges incurred in the Magisterial Department for the Quarter ending 30th June last.

71 From the Collector of Madras. Statement of Contingent Charges incurred in the Magisterial Department for the Quarter ending 30th June last.

66-72 Resolution on the 6 abovementioned Statements Resolved that the necessary orders be passed.

Read the undermentioned Statements.

From

73

From the Collector of Guntoor — Statement shewing the Quantity of Salt sold for home and Inland consumption for the Quarter ending 31st July last

74

From the Collector of Madura — Statement shewing the Quantity of Salt sold for home and Inland consumption for the Quarter ending 31st July last

75

From the Acting Collector of Tinnevelly — Statement shewing the Quantity of Salt sold for home and Inland consumption for the Quarter ending 31st July last

73-76

Order on the 3 abovementioned Statements — Ordered to be recorded

77

From the Collector of Canara — Read Register of Endorsements passed by him in Petitions referred by the Board for the Month of July last

77-78

Order thereon — Ordered to be lodged in the Office

Resolved that the following letter be despatched

79

To the Chief Secretary to Government — To The Chief Secretary to Government

Sir

In conformity with the orders of Government conveyed in the Extract from the Minutes of Consultation of the 18th October 1836 I am directed by the Board of Revenue to submit the Proceedings for the Month of May last for transmission

to

to the Honorable Court of Directors.

Revenue Board Office
Fort St. George
30th August 1847

(Signed) D. White
Acting Secretary

Resolved that the following letters be despatched.

80

To the Collector of Cuddapah — To The Collector of Cuddapah

Sir

With reference to the letters noted in the Margin I am directed by the Board of Revenue to request that you will furnish without further delay for communication to the Chamber of Commerce the report called for of the extent of land under Indigo cultivation in your District with the assessment thereon

Revenue Board Office
Fort St. George
30th August 1847

(Signed) D. White
Acting Secretary

81

To the Collector of Cuddapah
No 135 of 1847 — To The Collector of Cuddapah

Sir

I am directed by the Board of Revenue to forward to you the accompanying Petition from Gungy Reddy and others complaining of having been punished under Regulation IX of 1822 for offences of which the Curnums of the Village were convicted and to request you will be so good as to intimate to the Petitioners that they should prefer their appeal to the Board thro'

thro' yourself as provide by the Regulation for the event of their doing so. You will be so good as to transmit at the same time the original Proceedings held in the case with a brief report on the Statements made by Petitioners in their defence.

Revenue Board Office
Fort St. George
30th August 1847

/Signed/ D. White
Acting Secretary

Inform 15th July 1847.

Read the following returns received from the Collector of Cuddapah dated respectively the 7th & 18th July 1847.

4 Returns of persons tried for Offences under Regulation 9 of 1822 for the Months of January, February, March & April 1847.

4 Returns of persons suspended and dismissed in reference to Section VII Regulation [illegible] of 1831 for the same period.

Proceedings thereon.

The cases entered in the foregoing Returns should have been numbered consecutively for the whole year commencing at the close of the past year & the Returns should have been forwarded at the end of each Month in accordance with the Board's standing orders of the 13th July 1825 and not at intervals of Four Months at a time.

Observations of the Board on certain Returns of persons tried under Regulation IX of 1822 and of those suspended and dismissed under Regulation VII of 1831

2 In the Statement of trial of offences under Regulation IX of 1822 for January the Board observe that the decisions passed in Cases Nos 7 and 9 are irregular, the Offences being of the 2d and 3d Class specified in Clause 2 Section II for which the payment of a sum not exceeding twice the amount of

of money extorted &c may be awarded but no commutation to imprisonment as a part of the sentence if the fines were not forthcoming the defaulters property should have been attached under the provisions contained in Clause 2 Section V of the Regulation.

3 The Board also remark that in cases of a less aggravating nature, the Offenders have been removed from their situation under Section VII Regulation VI of 1831 but the Returns under review do not shew that this course has been adopted in reference to Nos 7 and 9 above adverted to. The decisions of the Collector on Cases Nos 3 and 10 of the same Statement dismissing the Summons are approved, but by the Lists of suspensions and dismissals it does not appear whether these decisions have been carried out, and the omission should be supplied in a future Statement.

4 The observations on Nos 7 and 9 of the first Statement are applicable to Case No 8 entered in the Statement of trial of offences under Regulation IX of 1822 for February to No 2 and 10 of the Statement for March, and Nos 1 and 2 of that for April 1847. The decision in Case No 2 in the Statement for March should not have been passed without personal enquiry before the Collector the amount awarded by the Tahsildar against one of the parties exceeding Rupees

thro' yourself as provide by the Regulation for the event of their doing so. You will be so good as to transmit at the same time the original Proceedings held in the case with a brief report on the Statements made by Petitioners in their defence.

Revenue Board Office
Fort St. George
30th August 1847

/Signed/ D. White
Acting Secretary.

Read the following returns received from the Collector of Cuddapah dated respectively the 7th & 8th July 1847.

From 15th July 1847

4 Returns of persons tried for Offences under Regulation 9 of 1822 for the Months of January, February, March & April 1847.

4 Returns of persons suspended and dismissed in reference to Section VII Regulation 6 of 1831 for the same period.

Proceedings thereon.

82

Observations of the Board on certain Returns of persons tried under Regulation IX of 1822 and of those suspended and dismissed under Regulation VI of 1831.

1 The cases entered in the foregoing Returns should have been numbered consecutively for the whole year, commencing at the close of the past year & the Returns should have been forwarded at the end of each Month, in accordance with the Boards standing orders of the 13th July 1825 and not at intervals of Four Months at a time.

2 In the Statement of trial of offences under Regulation IX of 1822 for January the Board observe that the decisions passed in Cases Nos 7 and 9 are irregular, the Offences being of the 2d and 3d Class specified in Clause 2 Section II for which the payment of a sum not exceeding twice the amount of

of money extorted &c may be awarded but no commutation to imprisonment as a part of the sentence. If the fines were not forthcoming the defaulters property should have been attached under the provisions contained in Clause 2 Section V of the Regulation.

3 The Board also remark that in cases of a less aggravating nature, the Offenders have been removed from their situation under Section VII Regulation VI of 1831 but the Returns under review do not shew that this course has been adopted in reference to Nos 7 and 9 above adverted to. The decisions of the Collector on Cases Nos 3 and 10 of the same Statement dismissing the Summons are approved, but by the lists of suspensions and dismissals it does not appear whether these decisions have been carried out, and the omission should be supplied in a future Statement.

4 The observations on Nos 7 and 9 of the first Statement are applicable to Case No 8 entered in the Statement of trial of offences under Regulation IX of 1822 for February to Nos 2 and 10 of the Statement for March, and to Nos 1 and 2 of that for April 1847. The decision in Case No 2 in the Statement for March should not have been passed without personal enquiry before the Collector the amount awarded to by the Tahsildar against one of the parties exceeding Rupees

Rupees 30 the amount specified in clause 4 Section IV Regulation VII of 1828. It does not moreover appear that the offenders have in any one of these instances been removed from their situations although this sentence has been passed and carried out against those convicted of the 4th Class of crime.

5th In reference to the number of offences tried under Regulation 9 of 1822 during the four Months under review the Board consider that it is not imperative on the Collector to try under this Regulation all cases of petty malversation which may come under notice, but such as require the adjudication of Penalties for the sake of example simple dismissals, refunds &c need not be brought under Regulation 9 of 1822, but may be disposed of summarily.

To The Acting Collector of Northern Division of Arcot

Sir

With reference to the Board's Proceedings dated 27th May last, I am directed by the Board of Revenue to request that you will furnish as early as possible the information therein called for regarding the Choultry lately constructed by Sawmy Chetty at

(83)

To the Acting Collector of Northern Division of Arcot

DESTROYED

at Goondepoondy on the high road to Nellore.

Revenue Board Office
Fort St. George
30th August 1847

(Signed) D. White
Acting Secretary

To The Acting Collector of Northern Division of Arcot

Sir

With reference to the letters noted in the Margin, I am directed by the Board of Revenue to request that you will submit without further delay the information therein called for regarding the probable quantity of land cultivated for Sugar in your District with its produce and the probable quantity consumed in the District.

(84)

To The Actg Collector of Northern Division of Arcot

25th February 1847
19th April "
10th June "
15th July "

DESTROYED

Revenue Board Office
Fort St. George
30th August 1847

(Signed) D. White
Acting Secretary

To The Acting Collector of Northern Division of Arcot

Sir

With reference to the Circular from this Office dated 28th June last I am directed by the Board of Revenue to request that you will furnish without further delay the information therein called for on the subject of the employment of

(85)

To the Actg Collector of 1st Dn of Arcot

DESTROYED

of Invalids in your District as guards for Revenue purposes instead of regular Sepoys.

Revenue Board Office
Fort St. George
30th August 1817

/Signed/ D. White
Acting Secretary

To
The Acting Collector of
Sir
Trichinopoly

81

To the Acting Coll.r of
Trichinopoly

I am directed by the Board of Revenue to call your attention to Extract of the rules of Consultation under date 7th May last which was communicated to your Office on the 7th of the next Month relative to the continuance of a share in a certain Enam to the Widow of the late Muddoon Saib, and to request you will be so good as to report on the same at your early convenience

In Letter 7th June 1817

ORIGINAL DESTROYED

Revenue Board Office
Fort St. George
30th August 1817

/Signed/ D. White
Acting Secretary

To
The Collector of
Sir
Tinnevelly

87

To the Collector of
Tinnevelly

I am directed by the Board of Revenue to transmit to you the accompanying Petition from Kylasum Pillay late Tamil Coomastah in the Velleyaur Talook in your district complaining of having

having been deprived of office and to request you will be so good as to furnish a full report on the subject of the Petition with your own opinion on the case.

Revenue Board Office
Fort St. George
30th August 1817

/Signed/ D. White
Acting Secretary

Received the undermentioned miscellaneous letters and Statements

88
From the Collector of Bellary
Stating that no persons have been charged with Offences to confined under Regulation IX of 1822 during the Month of July last

89
From the Collector of Canara
Stating that no persons were charged with Offences under Regulation IX of 1822 and also that no persons were confined during the month of July last

90
From the Collector of Canara
Abstract of Demand Collection and Balance from 1st to 17th July last

91
From the Collector of Madras
Abstract of Demand Collection and Balance from 1st to 31st July last

92
From the Collector of Madras
Statement shewing the whole sale prices of Grain and Salt for the Month of July last

93
From the Collector of Tinnevelly
Abstract of Demand Collection and Balance from 1st to 31st July last

94
From the Collector of Chingleput
Stating that the Returns of Persons charged convicted and confined under Regulation IX of 1822 for the Month of July last is not sent there being no entry to make

95
From the Collector of Chingleput
Stating that the Returns of Persons suspended and dismissed under Regulation VI of 1831 for the Month of July last is not sent there being no entry to make

96
From the Collector of Vellore
Return of Persons charged with Offences under Regulation IX of 1822 for the Month of July last

From

11334 Fort St George 24th August 1847

97

From the Sub Treasurer — Indent on the Commissary General for certain articles required for the use of his Office.

98

From the Sub Treasurer — Indent on the Commissary General for certain articles required for the use of his Office.

97-99

Order on the 2 abovementioned Indents — Ordered to be supplied accordingly.

ORIGINAL DESTROYED

" Walter Elliott

" A. Maclean

" Bordenham

Comp. J. Gibson