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PAPERS

ON

MIRASI RIGHT

SELECTED

FROM THE RECORDS

OF

GOVERNMENT,

AND PUBLISHED BY PERMISSION.

MADRAS:

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PREFACE.

THE following compilation was commenced with the concurrence of Government by Mr. W. H. BAYLEY, Member of the Board of Revenue, and the first 150 pages were printed before he left India.

At his request I undertook to complete the compilation, he having left with me a list of all the papers he had selected for printing, to several of which his notes (marked W. H. B.) are attached. I have added some papers to those selected by Mr. BAYLEY, and am responsible for the notes marked W. H. but except that I have seen the greater part of the volume through the Press, the whole merit and labor involved in the work belong to Mr. BAYLEY, who also intended, and I trust may yet be able, to furnish a complete Glossary for the selections.

Should any one into whose hands the volume may come, be able to furnish any document or record that will tend to elucidate not only the *theory* but the *practice* of Mirasi, I shall be obliged by a perusal, in order that a Supplement may be prepared if necessary.

As it now stands, the volume affords more complete material for forming an opinion on the vexed question of the proprietary right in waste land than has hitherto been generally available.

MADRAS,
20*th March*, 1862.

W. HUDLESTON, C. S.
Secy. to the Rev. Board.

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PAPERS ON MÍRÁSÍ RIGHT.

[No. I.] *Extract from the 5th Report of the Select Committee on the affairs of the East India Company, A. D. 1812.*

THE Jaghire* [CHINGLEPUT] appears to have been obtained in the years 1760 and 1763, from the Nabob of Arcot, in return for the services rendered him and his father, by the Company.†

It was rented to the Nabob on renewed leases, principally from year to year, until a short time before the war in 1780, when the presidency of Fort St. George took the management of it, into their own hands.

The Committee of Secrecy appointed in 1782, were, among other things, led to examine into the history of letting out the Jaghire to the Nabob; and in their 'Second Report' to the House, will be found a particular account of the circumstances, under which this territory had been so long left in his possession; of the different leases entered into with him; and of the correspondence which took place, between the governments abroad and at home, on this subject.

The Jaghire was twice invaded by Hyder Ali; in 1768, and in the war of 1780, when he entered it with fire and sword. On the termination of the latter war, in 1784, hardly any other signs were left in many parts of the country of its having been inhabited by human beings, than the bones of the bodies that had been massacred, or the naked walls of the houses, choultries, and temples, which had been burnt. To the havoc of war, succeeded the affliction of famine; and the emigrations arising from these successive calamities, nearly depopulated the district.

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* *Jaghire* (jágír) The grant of a landed Estate by the Reigning Power.

† The Nawáb granted it in 1760; but the Grant was not confirmed by a *Sanad* from the Emperor of Delhi (Shah-Álam) till 1763.

The system of management in the Jaghire, while it was rented by the Nabob, was of the same oppressive and unjust character, which marked the administration of affairs in his own territory, the Carnatic. It exhibited throughout, a scene of boundless exaction and rapacity on the part of the government and its officers; of evasion on that of the inhabitants; or of collusion between them and the public servants; while the revenue diminished every year with the cultivation. The husbandman was entitled to a certain standard share of the crop, but a considerable proportion of it was extorted from him under the varied devices of *usual assessment*, *fixed assessment*, *additional assessment*, and *durbar-khirch*, and by private contributions levied by the revenue officers, for their own use. When the Court of Directors issued instructions in the year 1775, to the presidency of Fort St. George, to appoint a committee of circuit to investigate the state of the Northern Circars, they directed, in the same instructions, that such Committee should extend its enquiries to the Jaghire, stating that many considerations induced them to keep that territory in the Company's immediate possession: that, unless the Nabob agreed to such arrangements as the Company deemed necessary for mutual advantage, they would no longer consent to his renting the Jaghire; and that the Committee of circuit should have full liberty to explore the country, so as to ascertain its real produce and revenue, in the manner described in the instructions respecting the Northern Circars. On the appointment of that Committee, it was proposed by the governor, that it should first proceed to the Jaghire; but this proposition was overruled. The Committee as has been stated in a former part of this Report, was abolished in 1778; and, when it was revived in 1783, it was not required to report on the Jaghire. During the time it was held by the Nabob, Mr. Barnard was employed in making a survey of the lands, which he completed in 1776. This survey may be considered to have thrown much more light on a very intricate subject of investigation, than a first attempt could be expected to afford, under similar circumstances; and it was highly creditable to the industry of Mr. Barnard. He possessed no authority in the districts, to aid him in the prosecution of his enquiries; difficulties were thrown in his way by the Nabob; and the

only sources of intelligence to which he could resort, were the statements of the curnums and inhabitants; which were of course, fabricated to serve their own views. The survey was in fact undertaken with a view, rather of forming some tolerable idea of the value of the country, than of ascertaining with precision, affairs of revenue detail.

On the assumption of the Jaghire by the Company's government, it was placed under the charge of the Committee of assigned revenue, which was appointed on the breaking out of the war of 1780, to manage the Nabob's possessions in the Carnatic. This Committee, in 1783, let out the country in fourteen large farms on leases of nine years, at increasing rents.* In the following year, a Company's servant was appointed at the instance of the Committee of assigned revenue, as resident in the Jaghire, in order to see that the several stipulations contained in the cowles or leases, were put into execution; and, on the dissolution of the Committee in 1786, the general charge and control of affairs was confided to a Superintendent with a clerk, being also a Company's servant, the resident still continuing to discharge the duty formerly allotted to him. The districts were soon afterwards placed under the sole charge of the Superintendent. In 1788, the Jaghire was formed into two divisions, and each placed under a Collector; and, in the following year, it was divided into three collectorships, and the office of superintendent was abolished. At this time, the renters, with a few exceptions, had repeatedly failed in their payments under the leases for nine years. Their estates were sequestrated; and several of them, put into confinement.

From 1783, when the leases were granted, to 1789, the net receipts into the treasury had not, on an average, exceeded one-fourth of the sum at which they were valued in the grants of the Nabob. The districts were let by the collectors, appointed in 1788, to the inhabitants, in smaller portions than formerly, on leases for three years.

In 1790, the Jaghire was formed into two collectorships, called northern and southern; and the settlements yielded a considerable

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* See the next Paper in this Collection.

increase of revenue for the years 1791-2, beyond that of the preceding year's settlement. The amount at which it was rented, was however much below its former value.

In 1793, assistants were appointed to the collectors; and in November 1794, the country was placed under the management of Mr. Lionel Place.

From the time the Jaghire was taken out of the hands of the Nabob, until the administration of its affairs by Mr. Place, very little had been done for improving its condition; nor had any steps been taken, with the exception of Mr. Barnard's survey, for obtaining any real information of its concerns.

The renters to whom it was farmed in 1783, were men of very low origin, needy, and ignorant of the business in which they had engaged. When the Committee of assigned revenue received proposals for renting it, they were not possessed of any lights or materials that could properly guide their judgment, in fixing the rents. After, therefore, rejecting such offers as appeared extravagantly high, they were under the necessity of accepting those of such bidders, whose proposals were equal to the supposed value of the lands. The extreme necessities of government obliged them also, on renting out the Jaghire, to call upon the lessees to deposit sums of money in the treasury, by way of advance, on account of their rents, which, in addition to the supplies, which they were under the necessity of raising for the relief of the inhabitants, and for the cultivation of the country, threw many of them into great distress, at the very commencement of their engagements; and being wholly unversed in the intricacy of revenue affairs, they were lost in confusion; because, subject to all the impositions which the experienced artifice of the inhabitants could put upon them.

These evils appear to have been much augmented by the extension of a species of influence over the renters, which the Committee have had occasion to notice as existing in the Northern Circars, which had long produced its mischievous effects in the provinces of the Carnatic and Tanjore, then under native rulers, but which appears to have had a much more active operation in the Jaghire, under the administration of the Company, than while it was leased out to the Nabob.

The calamities of the war of 1780, occasioned *the resort of almost the whole surviving population of the Jaghire to Madras*, and induced many of the inhabitants to dispose of their interest in the land, for perhaps a month's subsistence, and often less. When peace was restored, the same inhabitants were allowed to cultivate the lands they had thus sold, on the condition of the most unqualified dependance on the purchasers. These purchasers, were the dubashes or their agents; and under this denomination, was included the principal domestic in the service of an European. Through the means of these relations, they continued to retain the property which they had acquired in the villages; and by the pretended importance which they were enabled to assume, through their intercourse with Europeans, they kept the inhabitants in complete subjection. Some individuals, the most intriguing and aspiring of the dubashes, attempted to set themselves in the place of the Nabob. They found means to introduce their own aumildars, and other servants, into the management of the country; fomented quarrels between the inhabitants and the renters; and thus, established an authority, far more effectual, than that of the government of Madras. After a little time, these quarrels subsided, or at least, reached not the ears of government; whose principles were so little known, or so easily misrepresented to the inhabitants, that their complaints were addressed to the dubashes themselves, who became the arbiters of all disputes.

Towards establishing their authority, the dubashes thought it necessary to give way to the pretensions of the inhabitants, regarding *their share of the crops*; as any thing like an enquiry into their rights, would have defeated their project of supplanting the power of government, and thereby making the Jaghire a property to themselves. This gave rise to various animosities among the inhabitants. One man advanced pretensions for himself, and precluded the rest; property having been once thrown into confusion, was easily invaded. In this state of things, the dubash was pampered by both parties. His cows were sent to feed and fatten at the expense of his clients, and their carts and servants employed in his service, for whatever purposes he pleased, his favour being the only return expected.

The underling dubashes played the same part, on a lesser scale; so that, when the Company's civil servants were sent to the management of the Jaghire, the junto had become so formidable, that no one would venture to provoke its wrath. In the progress of this odious system, the former leaders of the inhabitants, in a great measure, lost their influence, or maintained it only, by showing a deference to a set of upstart dubashes, who but the other day were subservient to them; for many of them had risen from being common ryots. Nothing could be more irksome to the head men of villages, than this humiliation; but it was impossible in such a state of things, they could resume their proper place in society.

The general description, which your Committee have here given of the dubash influence in the Jaghire, is taken from the reports of the Collector;* in which it is particularly developed, in all its baneful tendencies and effects. As long as it existed, a powerful obstacle presented itself to any effectual measures being adopted by the Company's servants, for placing the revenue management of the country, on a proper footing.

It was an evil to eradicate which, both in that district, and in the Carnatic, formed a leading object of the administration of Lord Hobart. On the appointment of Mr. Place to the collectorship of the Jaghire, his particular attention was therefore called to the necessity of accomplishing so salutary a purpose, in that portion of territory. His efforts, accompanied as they were, by a vigor and firmness of proceeding which could alone ensure them any success, appear to have had the effect of liberating the inhabitants from the power of a faction, whose views and machinations were alike hostile to their welfare, and the general prosperity of the country.

During the administration of Mr. Place, which continued till 1798, his attention was particularly directed to its internal improvement, to an investigation of the land revenues, to the discovery of abuses in the collection and management of them; and to the acquirement of information respecting the situation, the rights and

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* The Revenue Board do not seem to have viewed matters in quite the same light.

privileges of the ryots. In the neglected and confused state in which the country had long been, the revenue accounts and other documents, of which the collector could avail himself, afforded him but little information. With respect to the former, they were by no means regularly kept up; and where they were to be met with, they were found to be mere fabrications, intended to conceal the peculations and irregular practices, as well of the accountants themselves, as of those employed in the collections. The services of the canongoes were discontinued by the Nabob; but they were allowed to enjoy their emoluments unimpaired. As to the curnums or village officers of record, many of them had been obliged to mortgage their lands before the war in 1780, in order to retrieve their distresses, and to seek other means of livelihood. They had a short time returned to their villages, when Mr. Place was appointed collector; others, from misfortunes and penury, were compelled to seek relief among the ryots, on whom they became so dependant, as to prevent them from asserting, if they were disposed, the privileges of their office, or of representing the abuses that were going on. Those who still retained their authority in the villages abused their trusts, in every way that could serve their private views, or promote those of their superiors in the districts.

The measures adopted by the collector, with respect to the different descriptions of offices here enumerated, were as follows:—He abolished altogether the office of canongoe, and instituted in its stead, a department of record and account, consisting of a *sheristadar* and a suitable establishment of gomastahs, to act in the pergunnahs or districts; their duties being exactly the same as those which attached to the former offices, whose privileges were converted into a fund for defraying the expenses of the new establishment, which was placed under the immediate control of the collector, and the individuals belonging to it, rendered liable to dismission for improper conduct or neglect of duty. He also restored to its original efficiency, the office of curnum, by obliging the creditors of those whose lands were mortgaged, but who had recently returned to their villages, to come to a reasonable settlement, and re-establishing them in their perquisites, as well as those who, through their poverty and dependence on the ryots, had been

unable to discharge their duty; and at the same time, removing those who have wilfully neglected or corruptly violated it. The office of *desmook* he altogether did away.

The obvious expediency of availing himself of the services of the head inhabitants, in forwarding the business of agriculture, and in aiding in the settlement and realization of the revenues, within their respective boundaries, induced Mr. Place to put them on their original footing as collectors, acting under his servants employed in making collections in each district.

There was also in the Jaghire, a description of persons called *Nautwars;* who are represented to have been of ancient standing, and who were the head men of larger subdivisions, including a circle of villages, the cultivation of which, they superintended on the part of government. They were not confined to the Jaghire, but were to be found in most parts of the Carnatic; though their services do not appear to have been continued, when that territory was annexed to the British government. Their dignity and reputed wealth, rendered them an early object of the Nabob's rapacity; who had either dismissed them, curtailed their privileges, or deprived them of such privilges altogether; occasionally restoring or removing them, as they furthered or resisted his views. The precariousness of the tenure, therefore, by which they held their office, was the means of destroying its utility, and it degenerated into an instrument of oppression. Impatient as they were under the dominion of the dubashes, which had reduced them to the level of common ryots, and eager to be emancipated from it, they evinced to Mr. Place a disposition to return to their duty. They were accordingly restored to their former footing; and again called into action, under such restraints as were best calculated to prevent the abuse of their authority.

By the aid of the curnums, potails and nautwars, of district collectors and accountants, and of the persons immediately employed about himself, over all of whom he exercised a strict inspection and control; and by such other means as suggested themselves to the collector, in the close and constant intercourse he kept up with the inhabitants in the different parts of the country; he succeeded in obtaining a statistical knowledge of the Jaghire, far more accu-

rate, and far more minute, than had ever been afforded, with respect to any part of the Company's old possessions.

The Cultivators of the land appear to have consisted of two descriptions, namely, *Meerassadars*, and *Pyacarries* or *Paracoodies*.

When the Jaghire came under the Company's management, in 1780, great difficulties were experienced in laying down a rule for the division of the crops, each party claiming to himself the largest shares, which he had at any time enjoyed, which led to much dispute between the renters and the ryots; and as a reference could not be had to those documents of account, which would have cleared up those points, the inhabitants were allowed to recur to the *mámúl wárum*, as it was called, or customary division; settling among themselves, in what it consisted. It was reducible to no fixed rules; but every year varied, according to the interested purposes of one or the other. A new mode of apportioning and regulating the shares, was accordingly introduced by Mr. Place, in lieu of the mamool warum, as being more equal and just. It was founded on the principle which formerly obtained over the greater part of the peninsula, before additional assessments had been added to the public demand, of an equal division of the crop, taking one description of produce with another. The dry grain and horticultural produce had always been assessed, as in other parts of the country, at a fixed money rent, and continued to be so.

Besides their meerasseelands, these cultivators enjoyed a certain portion of prescriptive registered lands, wholly *exempt* from any government tax or rent. It appears also, that the meerassadars enjoyed certain *russooms* or *marahs*, from the produce of the other lands cultivated by pyacarries.

The *pyacarries*, who are termed strangers by the meerassadars, are those who were called in by the latter to cultivate such lands belonging to them, as they did not choose to cultivate themselves. Some of these appear to have had a sort of life-estate in the meerassee lands they cultivated. They were called resident pyacarries; and they received no more than 45 per cent. of the produce. There was another description of pyacarry, who not being perma-

nently fixed in any village, sometimes cultivated in one, and sometimes in another. He was a kind of sojourning husbandman, who generally cultivated, from year to year. Having only a temporary interest in the lands he occupied, and generally having meerassee lands of his own in the adjoining village, the cultivation of which, he was necessarily obliged to commit to other persons ; he was allowed five per cent. more than the resident pyacarries, or fifty per cent. of the produce, after setting aside fees. It had been the practice of the governments, to *allot also to the pyacarries, certain portions of the lands of the meerassadars*, when, either from inability, from want of hands, or any other cause, this was necessary. The shares of the produce allowed by the state, was, in like manner as in the former case, higher than those allowed to the meerassadars ; but this difference was more than compensated to the meerassadars by their hereditary *mauniums* and *russooms*, neither of which the pyacarries enjoyed. The pyacarries, whom the meerassadars themselves allowed to cultivate their lands, paid a certain russoom or share to them, for that privilege.

Your Committee find, that, in an early period of Mr. Place's management, a discussion of considerable length arose, between the board of revenue, and the government, as to the rights of this denomination ryot in the soil. This discussion was occasioned by a proposition, made by the Collector, to remove certain meerassadars from their meerassee lands, who had refused to agree to his terms of settlement; and to appoint others to them, who were willing to cultivate, on the terms proposed; the Board of Revenue, who objected to their being deprived of their lands, considered them to possess *a proprietary right* in such lands ; that whatever might have been the origin of their rights, they were regarded by the people, as hereditary rights ; that they were certainly not introduced by the English government, and that, according to the assertions of the Hindoos, were far more ancient than the Moorish conquest; and that the term *meerassee*, which was introduced by the Mahomedans, conveyed the idea of the tenure of property, or hereditary right. It had, throughout the discussion, been maintained by the government, that the actual property in the soil was

vested in the State, which alone had the power of making an absolute sale of the land; and any sale by the meerassadars, whether with or without the consent of government, was defined to be "a gratuitous recompense for the alienation of arable lands." The claims advanced by the board in favour of the meerassadars, appeared to the governor in council inconsistent with the rights which they admitted to belong to the government; and it was accordingly decided, "that the occupants of land in India could establish no more right, in respect to the soil, than tenantry upon an estate in England can establish a right to the land, by hereditary residence:" and the meerassee of a villager was therefore defined to be, "a preference of cultivation derived from hereditary residence, but subject to the right of government as the superior lord of the soil, in what way it chooses, for the cultivation of its own lands."

This question, as the Committee have stated, was agitated soon after Mr. Place was appointed to the Jaghire. He was subsequently led to inquire more particularly into the rights of the meerassadars; and communicated his sentiments on that subject to the board of revenue, in his final report respecting the Jaghire, dated 6th June 1799. From this document it appears, that although he had formerly concurred in great part with the government in the definition of a meerassee, his ideas had undergone a material change. It is not deemed necessary to follow the Collector through the train of elaborate reasoning, and of new facts which led him to view this matter in a different light, from what he had formerly done. It is thought sufficient to state, that he had become convinced that the meerassadar had an undoubted hereditary property in the soil; that he derived this right originally from the sovereign to whom he acknowledged obedience, and the rendering of a stated proportion of the produce, as the tenure by which he held it; that he sold, mortgaged, gave away, and left his lands to his posterity; which the pyacarry could not; that until the term meerassee was employed by the Mahomedans to denote the lands of a meerassadar, they were described by a compound word in the Malabar language, *Caniatchy*; *cani* signifying land, and *atchy* heritage; and that this was the term employed by the natives themselves, to designate that

particular description of lands ; that though the exorbitant collections made from the land during the Nabob's government, had greatly diminished, and in many parts of the country, destroyed the value of this property ; yet it was so cherished by the meerassadars, that they never quitted but from necessity ; and that though absent for years from their lands, did not fail to assert their claim to them, when they felt it to be their advantage so to do. It further appears, that when Mr. Place first went to the Jaghire, he found the land of many villages without meerassadars ; the parents, children, and relations being extirpated ; and that the idea of permanent property was such in the minds of the natives, that they declined cultivating any fields thus appropriated, unless under the meerassee tenure, except such as would yield them the quickest and largest profit ; and that by granting them cowles for lands " to them and " their heirs for ever, so long as they continued in obedience to the " Circar, and paid all just dues, he was enabled to convert the most " stubborn soil and thickest jungle into fertile villages."

Though these further facts and opinions, and the measures which were in consequence adopted by the collector, for the establishment of the rights of the meerassadars, did not lead to a new discussion of the question, it has nevertheless been thought proper to advert to the claims, which were advanced on behalf of the meerassadars in the Jaghire ; because it appears to have furnished *the first instance of any such claims being brought forward*, in favor of that description of ryots ; and because the Committee will have occasion, in a subsequent part of this branch of their Report, to show that the revenue servants, in other parts of the Company's possessions in the peninsula, have since brought to light similar rights as belonging to the meerassadars.

The mode of settlement introduced by Mr. Place into the Jaghire, was that of village rents, on the produce being commuted for a money payment. The parties who entered into engagements for the rents of the villages, were those who held the principal shares of land, and these jointly ; leaving it with those who possessed fractional shares, or in other words, those who were entitled to a portion of the shares, to adjust their rights among themselves ;

each man's right and place being well known to one another; the Collector contenting himself with the exercise of that superintending authority, which enabled him to redress disputes on this subject, when prepared, in the form of complaints. He could easily fix the value of all the lands together of one village; but he did not feel himself competent to assign to every small allotment, its portion, with sufficient exactness and regard to fertility of soil and other circumstances. The next two settlements in the Jaghire were also on the principle of village rents; the last of which was left for the successor of Mr. Place to complete.

The revenue derived from the Jaghire, during the four years it was under the management of Mr. Place, was far greater than had ever been received from it, since it had been granted by the Nabob.

It appears, that annual village settlements, on a still more accurate estimate of the produce, continued to be successfully made, until the lands were permanently assessed in 1802-3.

[No. II.] *Government Proclamation for Renting the lands of the Jaghire of Chingleput, in A. D.* 1783.*

Fort St. George, *November*, 1783.

Notice is hereby given that the Right Hon'ble the President and Council are willing to receive sealed Proposals until the of December for renting the Hon'ble Company's Jaghire lands and the Poonamalee District, and having with the view of re-peopling and improving these lands, which have suffered so much by the incursions of the enemy, come to sundry resolutions on this subject, they

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* This Paper is inserted, to show that the Government at that time made no provision for *Mirási* rights, and did not seem to know of them.

think it proper to make them known to all persons inclined to become bidders, that they may prepare and frame their offers accordingly.

The Resolutions are as follows :—

1st. That the Jaghire lands with the Poonamalee District be let, exclusive of sibbendy, on lease for eight years from the commencement of Phazallee 1193, or 11th July last, but the collections for this year to begin only with the crop now on the ground. The lands to be divided in the following farms.

Tripassore,
Chingleput Purgunah and Jaghire,
Perambaucum,
Great and Little Conjeveram, one farm,
Seven Magans of Tripassore,
Peddapollam,
Ponary, including little Pulicat,
Manimungalum,
Covelong,
Pondamaly, exclusive of Tuncams,
Carangoly with Madranticum,
Salivauk,
Utremalore,
Cavantandelum,
Egmore Metta Tuncams.

The lands and villages which compose the Talook called *Caveley* are to be re-united to the Purgunahs to which they respectively belong.

2nd. That in order to enable the inhabitants to provide Seed, Cattle, viz., the renters shall engage to advance them as *Tacavy*, under the inspection of, and in concurrence with, the person who shall be appointed to see the money distributed :

For the remainder of the 1st or present year,

		Pagodas.
To the inhabitants of	Tripassore,.....	3,500
Do.	Chingleput,.....	10,000
Do.	Perambaucum,.....	1,000

		Pagodas.
To the inhabitants of	Great Conjeveram,.....	1,500
Do.	Little Conjeveram,.....	3,000
Do.	Seven Magans of Tripassore,.....	2,000
Do.	Peddapollam,.....	1,500
Do.	Ponary.....	1,500
Do.	Manimungalum,.....	2,000
Do.	Covelong,.....	500
Do.	Poonamalee,.....	3,000
Do.	Carangoly including Madranticum,....	6,000
Do.	Salivauk,.....	1,500
Do.	Utremalore,.....	1,500
Do.	Cavantandelum,.....	2,000

For the second year three-fourths of the above sums to be advanced, and for the third year one-half; which advances shall be collected from the inhabitants in three equal payments, the 4th, 5th and 6th years, without any interest.

3rd. That to encourage cultivation there be allowed a Gratuity to the Ryots over and above their established shares of the crops, viz.

For the remainder of the first or present year, (including the crops now on the ground,) one and a quarter cullums, over and above their usual share in every ten cullums.

For the second year one-half cullum in every ten cullums.

For the third year, one quarter do. do.

The fourth year, and every year after, the full share of government to be taken.

4th. That of the collection usually made in money, there be received from the inhabitants.

For this year only half.

For the second year the whole as usual.

5th. That with the view of inducing such of the Weavers of the Jaghire as still exist, to return to their former places of abode, and to encourage others to settle in the Company's lands, the Tax or duty usually taken upon their Houses and Looms be remitted for five years, from the commencement of Phazallee 1193.

6th. That as an encouragement to Merchants and Shopkeepers to settle among the inhabitants, and to furnish them with the necessaries of life, which is generally done in advance before the crops are gathered, the following remissions be made in the duties (except at Egmore, where the full duties are to be collected) viz.

On cattle for cultivation and on grain brought into the Districts for seed or consumption, and on every article of provision sold within the District, no duties to be taken for the present year of Phazallee ; but on all other articles one-quarter of the established duties to be taken.

For the second year, half duties to be taken on every article, whether of provision, or merchandize.

For the third year, three-fourths do. do.

The fourth year the whole as usual, and in order to prevent all unreasonable and exorbitant exactions, it is proposed that no passing duties upon any articles be collected in the different purgunahs ; but only one duty (subject to the remissions above mentioned) at the Cusbas, or great Cutcheries of the District where the articles may be sold ; and that for the collection of this duty, a table of rates be prepared for every Cusba, and put up in some conspicuous place for the inspection of every one.

7th. That all articles of whatsoever kind purchased in the Jaghire and brought to Madras shall pay only one duty, to be collected at the Mettah of Egmore.

8th. That the tanks and other reservoirs of water throughout the Jaghire be put in good and sufficient repair by the respective renters in the course of three years, and in order that this most necessary article may be properly attended to, it is intended that there be a regular inspection every six months or every year into the progress of these repairs, and a report made to government in consequence.

9th. That the renters shall be obliged to plant new topes in the place of those which have been destroyed, and in such other places as may be thought best for the accommodation of weavers, shelter of cattle, &c.

10th. That no duties whatever be exacted upon building materials carried from one District to another for the space of three years.

11th. That all *enaums*, *shotriums*, or other grants which may have been made to the prejudice of the revenue, since the 16th October 1763, when the Jaghire was granted, be resumed on the part of government. The Poonamalee District having been granted in the year 1750, all jaghires, shotriums, or enaums given in that District without the authority of the Company's Government since the date of the grant, shall be resumed.

12th. That in order to prevent all undue exactions upon the inhabitants, the respective renters shall be obliged to grant to the ryots of their several farms a cowle, specifying the rights and privileges to which they are entitled under *Salabad* custom and the stipulations now made in their favor, and engaging to take no more than the regular and established dues of government.

13th. That upon the expiration of the leases, now proposed, such of the renters as shall have behaved to the satisfaction of government shall have a preference, should the system of renting be approved and continued by the Hon'ble Court of Directors.

14th. That the poligars in the Jaghire shall enjoy the privileges given to them by different Nabobs until the grant of the Jaghire to the Company, and any other that may have been since granted by government, that is to say *Mocassah*, villages, *peshcush* villages, (paying the peshcush), and the *cavaly* or watching duties in each district, but they shall not collect any road *cavaly*, or *Radari* duties, or sell or mortgage their privileges on any pretence whatsoever.

[No. III.] *Extract from a letter from Mr. Place, Collector of the Jaghire* [*Chingleput*] *to the Board of Revenue, dated 6th October*, 1795.

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11. I have classed the villages under three distinctions, suggesting themselves as evidently proper to be preserved, in order to draw the attention of the Board to the relations in which they respectively stand to the Revenue. The first consists of those villages properly and indivisibly appertaining to Government, the produce of which it divides with the cultivators according to specified proportions, termed *Aumanie*; including 157 in Tripassore 395½ in

Carangooly and 180 in Conjeveram. The second comprizes the *Shotriums*, or villages granted on indulgent terms to the proprietors, and their heirs, without however distinguishing between those that are legally entitled, and those that have obtained surreptitious possession; being 48 in Tripassore, 26 in Carangooly and 49 in Conjeveram. The third and most material class to which I shall call the attention of the Board, are the villages alienated by the poligars, and paying nothing to Government, termed by themselves *Mocassa* villages, but the greater part called by others Tusrufaat, denoting that they have been forcibly possessed. These however almost wholly relate to Tripassore, where they are in number 35 and in Carangooly only two. In Conjeveram there are more. There is a third description, called *Enaum*, which are classed with these, and likewise exempt from all payment to Government, being 1 in Carangooly, 1 in Tripassore and 5 in Conjeveram.

12. The 13th Column should exhibit the presciptive registered appropriations of land, to meerassee cultivators, Poligars, village and head Pagodas, and to all the various descriptions of village servants and artificers, wholly exempt from any Government tax, and on which but few fees are levied, termed *Turrabuddy* mauniams. The 14th Column contains all subsequent gratuitous donations conferred on various description of people, and for charitable purposes, chiefly from the day of Saadutullah Cawn, to the present, termed *Sunnud* mauniams. Abuses have found their way into both but chiefly the latter, arising either from the negligence, and want of information of preceding managers, of which advantage has been gradually taken, or from a dereliction of their duty in numbering the public revenue with the rewards of their own dependents, and adherents. It has been customary I find to renew the Sunnuds, by which the latter class is held, upon the appointment of every new Collector; but seeing that such a custom would grow into prescriptive right, and knowing that numerous assumptions have been made, I have declined compliance until the titles of the present incumbents shall have been ascertained. Many Mauniamdars whose names stand in the old Registers have absented themselves, and others died, leaving no representatives behind them: yet their lands instead of reverting to the Circar, as in such cases

they ought, have by collusion been absorbed either by individuals or the meerassadars at large ; a complete new arrangement and register of them will therefore, after investigation, be necessary.

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33. I have already taken notice that there are certain fees which are collected *before* the gross Teerva produce is taken, and are here excluded, on account of the intricacy of collection and variety of modes in which they are levied, but will hereafter be brought forward. These are termed, "*Swoduntra Dittum.*" Some are taken while the grain is in straw, some by computation, and some by measurement : the same person receives different fees in as many different ways, and again has his marah *out of the Teerwah.* The assessments vary in quantity and number in almost every village, and to state them exactly, would be a business of more than ordinary labour ; but I imagine they may in the aggregate be computed at 12 per cent. which therefore must be added to the foregoing amount in order to show the real product of the soil, and also to the above mean calculation, from whence they are equally excluded.

34. The Teerva produce being ascertained, *after* these previous deductions, the various denominations of marah are levied upon it, and are classed under two heads. "*Purdie marah*" or the proprietary indefeasible fees of hereditary cultivators, their servants, and the several descriptions of public officers—also of Pagodas—and finally that which is allotted, to repair the effects which the monsoon has upon the tanks : all of which continue, or are considered, detached from the public Revenue, for the last mentioned is supposed to be always applied to the purpose, for which it was instituted. "*Aurdie marah*" assigned as remunerations to the favorites of preceding Mahomedan princes, or as equivalents for certain services to be performed to the State, have had temporary existence, and were afterwards annexed to the public revenue. These do not appear distinct, but are generally included with the ultimate assigned share of the Circar.

35. The first which I shall notice, among those contained in the former of these two classes, as that which gives creation to the rest, is "*Calavasam*" or the subsistence of the labouring Pariar

servants of the husbandmen. The Calavasam of the meerassadars servants differs from that of the pyacarries; the one varies from $3\frac{1}{3}$ to $11\frac{1}{5}$ per cent upon the Teerva produce, the other from $4\frac{3}{11}$ to $\frac{1}{11}$ per cent, and upon an average in the Tripassore purgunnah was $5\frac{1}{2}$; in Carangooly $4\frac{2}{64}$, and in Conjeveram $4\frac{5}{64}$. The lowest Russoom which the servants both of meerassdars and Pyacarries receive prevails chiefly in the agraharum or Brahmin villages. This alone would be an insufficient subsistence, but in every village a custom prevails, regulated I presume by the facility or difficulty with which it is watered, whereby the servants during a stated number of months in the year, are to receive a further payment in grain from their masters, which continues or ceases in proportion to the extent of their fees, and in the end equalizes the whole to about $2\frac{1}{2}$ cullums or 105 pucca seers per month. In this Column are also included such fees of artificers as are taken out of the crops *after* the account and measurement have been taken; they are of no great amount and therefore were not deserving of separation.

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38. The next in order, is the proprietary russoom of the *meerassadar* termed *Cawny semah* varying from $\frac{5}{6}$ to $2\frac{1}{2}$ per cent. It does not prevail in every village, but is highest in those the right of cultivation of which is vested in Malabars, termed Nuttum villages. It amounted on an average to $\frac{17}{44}$ per cent. in the Tripassore Purgunnah upon the Teerwa gross produce, to $\frac{31}{16}$ in Carangooly, and to $1\frac{13}{64}$ in Conjeveram.

39. The marah of the village *curnum* is from $\frac{5}{64}$ to $1\frac{1}{3}$ per cent. upon all produce, and averaged $\frac{13}{44}$ upon the gross Teerwa of Tripassore, $1\frac{1}{64}$ upon that of Carangooly, and $1\frac{9}{64}$ in Conjeveram; besides which he receives about 2 parts out of the Swaduntra Dittum, and enjoys a maunium of no definite extent, but which in all likelihood was originally affected by the degree of influence or favor, he possessed; and has since in many instances been clandestinely augmented, from the opportunity which his Office gives him to do so.

40. The Tookeries or *Taliars* receive a marah varying from rather more than $\frac{1}{3}$ to upwards of $1\frac{1}{3}$ per cent. upon all produce, which

amounted on an average to $\frac{1}{44}$ in Tripassore, to $\frac{1}{64}$ in Carangooly and to $\frac{1}{64}$ in Conjeveram, They are to guard the heaps of grain, and to be answerable for all robberies in their villages as far as 5 Pagodas. This duty is however sometimes performed by the Poligar, without any additional recompense where no Tookery marah appears to have been instituted, or with that marah in addition to his own, when either superior influence has prevailed with the inhabitants to displace the Tookery, in like manner as the Curnums have been, or an opportunity been afforded of expelling by violence. There are many injustices of this kind which call for redress; the Office has been instituted in prudence; is distinguished by much utility; calculated to confer a greater security on the village, than when confounded with the general service of a Poligar, and in deference to the governing authority of the country, its existence ought not to be exposed to the caprice, prejudice, or violence, of any class of inhabitants..

41. The taliar also receives about $1\frac{1}{2}$ of the Swaduntra dittum, and in most villages enjoys a maunium besides.

42. The *Poligars* marah is from $1\frac{1}{4}$ to $4\frac{1}{8}$ per cent. on all produce except mauniams, and averaged $\frac{1}{12}$ upon the gross teerwa of Tripassore; $\frac{1}{64}$ upon that of Carangooly, $\frac{1}{64}$ upon that of Conjeveram. I have already remarked on the double privilege which these people often enjoy in the preceding article. Their duty, as it is now understood, is the general safety and protection from thieves of a certain circle of villages. In some no marah is assigned to him, but in every one, except where the small space of land will not admit of it, and these are very few, a certain portion of mauniams is allotted to him, a complete account of which, as well as his rate of marah, will, with other papers, at a future day be laid before you; besides this he is also entitled to certain services from the artificers and receives a ready money russoom, which cannot readily be explained, termed "Condayem."

43. *Canongoe Desmook*, and *Stala Curnum*, were Offices successively instituted for the security of the public revenue, at a time when the Imperial authority of the country, far removed from it, embraced every favorable project that held out the advancement or security of its interests. The duty of the first mentioned of

these, was the registering, of the several classes of land into productive, and unprofitable; the subdivisions of the former into wet and dry; alienations as Church benefices, donations to individuals, the product of the soil, the numerous deductions therefrom, and their appropriations; finally the just divisions of the remaining produce between the husbandmen and Circar, and the check and registering of every thing that could affect the public interests. The Desmook was established as a check upon the Canongoe, and the Stala Curnum was the last constituted of these three restraints, but of very limited influence. That of Canongoe has been of universal prevalence throughout Hindostan, and until the last year, held all its privileges unimpaired in the Jaghire. The Nabob I understand long ago abolished them seeing that no essential benefit was derived from their continuance: that of Desmook has been but partially established, and receives a marah in only a few Districts; and that of Stala Curnum is still more limited, for the Board will observe that his marah is levied in only one of the three Districts.

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45. As I shall resume this subject in my progress, I shall only observe that the first two of these Officers, the Canongoe and Desmook, causes a deduction from the Revenue of $1\frac{1}{4}\frac{3}{4}$ per cent. on the Tripassore Purgunnah, $1\frac{3}{6}\frac{9}{4}$ in the Carangooly, and $1\frac{1}{4}\frac{6}{4}$ in Conjeveram; and the last $\frac{1}{6}\frac{6}{4}$ in Tripassore only; together upwards of 2 per cent. upon the gross Teerwa produce.

46. The *Pagoda* marah explains itself to be for the support of religious Ceremonies and public Worship. In Tripassore it amounted to $\frac{4}{6}\frac{8}{4}$, in Carangooly to $\frac{5}{6}\frac{3}{4}$, and in Conjeveram to $\frac{5}{6}\frac{3}{4}$. The principal Pagodas of Conjeveram receive a general marah throughout the Jaghire, except in three purgunnahs, and that of Tripassore in three of them. All the lesser Pagodas enjoy mauniams where they are situated, and many also shotriums.

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50. The *tank* marah amounted in Tripassore to $1\frac{1}{8}$ per cent, in Carangooly not to $\frac{1}{3}$, and in Conjeveram to $\frac{4}{6}\frac{8}{4}$ varying from rathere more than 1 to $4\frac{1}{6}$ per cent. Unless research could be carried as far back as the origin of the institution of this marah, which

seems coeval with the structure of the tanks themselves, and with perhaps the first rudiments of agriculture it would be difficult to assign a reason for its varying so much, and still more so to discover why so many villages are exempt from a tax, which is indispensible to the prosperity of cultivation.

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55. The whole of the foregoing items amounted in Tripassore to $12\frac{13}{64}$, in Carangooly to $9\frac{6}{8}$, and in Conjeveram to $10\frac{43}{64}$ per cent. upon the gross Teerwa produce, and comprize the article termed *Purdie marah*, as before described.

56. The *Aurdie* marah is confined to two items as follows.

57. *Doowotra* or a deduction of two per cent, as the term imports, from the gross Teerwa produce, exclusive of the produce of mauniams, and instituted, it is said, as remuneration to Toorel Mull, who was particularly useful to Saadut Ullah Cawn, in negotiating the amicable adjustment of his frequent disputes with the Mahrattas. In consideration of the services thus derived from his abilities, a russoom of two addahs per cullum on the Jummah Kaumil of Saadut Ullah Cawn's possessions was conferred on him, but on his death was annexed to the Circar Revenue.

58. *Serry Muzma* is a deduction of 1 addah per Cullum or rather more than 1 per cent. on the gross teerwa, exclusive of mauniam produce. This office was instituted in the days of Saadut Ullah Cawn by the Nizam, as a check upon the Canongoe; the first incumbent however enjoyed it but a year, and on his death the marah was added to the Circar Revenue.

59. These two together make rather more than $2\frac{1}{2}$ per cent. upon the whole teerwa, or $3\frac{1}{8}$ after deducting mauniams. In justice they ought to have reverted to the common stock, when the objects for which they were levied no longer existed; but it does not seem to have been the economy of Native Governments ever to abolish a tax once levied, or to relieve the burden of the subject when once imposed.

60. Of the whole produce of the grain, the foregoing deductions, viz. *mauniam* and *marah*—composed $34\frac{5}{8}$ per cent. in the Tripassore Purgunnah, $32\frac{1}{8}\frac{4}{4}$ in Carangooly, and $30\frac{1}{6}\frac{3}{4}$ in Conjeveram, leav-

ing consequently 65⅜ in the first, 67⅛ in the second, and 69¼ in the third, to be divided between the Circar and husbandman.

61. The compensation of the latter is so dependent upon the degree of labor bestowed on his lands, and as often upon the sect to which he belongs, as to occasion the most complicated perplexity in the accounts. The Brahmins are the most favored in this respect, the Church the next, afterwards the Nauttawars, or leading cultivators appointed as such by the Circar, some with local and others with extended privileges as to share; and finally, favoured dependents, who have found means to obtain an indulgence in this respect.

62. A participation regulated by so many and such indeterminate considerations, must sometimes elude the most vigilant search, when they are to be ascertained from the parties themselves, who have it much in their power to misrepresent, or give such a colouring to their pretensions as are left without any efficient check. But when collusion operates to practice of fraud, a scrutinizing examination will frequently discover the truth, and I have seldom found that a fabricated, or mutilated record, or a concerted story, could stand this test.

63. The lowest share that is divided is 30, and the highest 65 per cent. by the cultivator, and the mean has in general calculations been reckoned 50. It will be found however that of the remainder of the crops after the foregoing deductions of Marah, &c. he has usurped upon an average in the Tripassore Purgunnah 56½ per cent., in the Carangooly 60¼, and in Conjeveram 53⅛. The usurpation and extension of maunium, is as common an abuse as this, but may be left to future investigation without much hazard. This on the other hand more materially affecting the object in view, became an immediate subject of investigation, which, as I have already observed, was very much impeded by fabricated and mutilated accounts. In all villages, *pyacarries*, or those who cultivate without having any property in them receive the highest shares: but this difference is more than compensated to the *meerassadar* or proprietary cultivator, by his mauniams and marah, neither of which the other enjoys. It has accordingly been a general fraud throughout the country for the latter to enter a part of his cultiva-

tion as meerassadar, and the other as pyacarrie, although there should not have been one in the village. The Board may suppose the difficulties I had in arriving at the truth of this: perseverance, however, and the punishment I held out, if every fact was not unequivocally disclosed, finally succeeded in tracing all defalcations, amounting in Tripassore to $7\frac{5}{8}$, in Carangooly $11\frac{1}{2}$, and in Conjeveram 9 per cent. upon the division of the remaining crops between the circar and ryot.

[No. IV.] *Extract from the Minutes of Consultation, dated 8th January* 1796.

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8. Upon the point now at issue with the inhabitants of the village of Trimashee, in the Poonamalee purgunnah, Mr. Place asserts that in fixing the jummabundy of this village he has scrupulously adhered to the principle observed by him in the settlements which have already been completed, and the inhabitants of Poonamalee contend that the assessment is unreasonable, and would subject the inhabitants of Trimashee in particular to a loss of 372 pagodas per annum upon a village, the annual bariz of which is stated at pagodas 189.

9. So considerable a difference argues an error either on the part of the Collector or the inhabitants. On the one hand, a gentleman of penetration and integrity, after the most minute investigation, assures the Board that in fixing the amount of this settlement he has not deviated from the principle observed by him in the assessment of two complete purgunnahs, from which there have been no complaints: on the other hand there is the interested assertion of the inhabitants of Trimashee, who stimulated by the advice of the dubashes of Madras are contending against the Budernawees resumptions,* which from the relaxation of management in the Jaghire they have been in the habit of enjoying. The question therefore taken upon its true ground is whether these resumptions are to be made or not. In the one case Mr. Place's principle of assessment will prove correct, in the other the objection on the part of the inhabitants well founded.

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* See Glossary for explanation of terms.

10. Under this impression, Mr. Place recommends that the meerassee inhabitants of that village be *deprived of their meerassee*, and that it be transferred to others, who are willing to cultivate the lands of that village upon the terms proposed by him. Before the Board of Revenue recommend a measure, which appears to them of very important consequence, they demand from the Collector a full and minute investigation of the objections stated by the inhabitants; and urge the necessity of complete information before they acquiesce in the Collector's suggestion for depriving the inhabitants of their village meerassee.

11. As the question seems to depend not a little upon a definition of this meerassee, the Board [Govt.] think it of consequence here to go into a consideration of it. The Board of Revenue have in parts of their letter called it "meerassee right, which implies inheritance," "property," "privileges," "proprietary right," "meerassee privileges," and "rights of inheritance in respect to the soil."

12. A word explained in so many different ways conveys no distinct idea to the mind. The word meerassee translated from the Persian into *inheritance*, impresses an Englishman with that respect for hereditary property, which is secured to it under the British constitution by the possession of title deeds, or the written law of the land; but in the present case there is neither *sunnud* nor written law to define what is meant by a village meerassee, nor indeed is it possible to trace the term beyond the Moorish conquest of the country.

13. It is the first feature in all the Governments of India, that the Sovereign, whether he be a Mussulman or a Hindoo, is lord of the soil; and hence it is that no alienation of lands from the property of the Circar, or rather no possession of land whatever, is valid without a written instrument from the superior lord; and this distinction has invariably followed the conquests of all the nations who have established themselves in India. As it would be impossible (and it would perhaps be unwise if it was practicable) for the Government to cultivate the whole of its possessions by means of hired labourers, the tillage of the land has by a natural policy fallen to the care of the indigenous inhabitants:

hence the division of the crop between the Circar and the ryot; and the proportion which the latter receive, is in fact wages or the price of their labour. Though the inhabitants of each village may, from generation to generation, have cultivated the lands adjoining to it, yet the original compact is not changed by residence: they can establish no more "rights of inheritance in respect to the soils," than tenantry upon an estate in England can establish a right to the land by hereditary residence, although the liberal custom of English landlords has generally given a preference to the ancient inhabitants, where a reasonable rent has been acquiesced in.

14. Gradation of rank is an effect inseparable from the growth of society, and is produced by the same causes in the society of a village, as in the society of a kingdom. From the operation of it the meerassee inhabitants have derived their distinction, which consists of a leading rank in the society of the village and an increased proportion* in the division of the coodywar, or ryot's share of the crop. The meerassee inhabitants then bear the same relation as the other inhabitants to Government; and both of them establish by hereditary residence in a village *not a right but a preference* to the cultivation of the soils, the proprietary right to which is exclusively vested in the Circar.

15. For proof of this position, appeal might be made to various instances in the Government of India. Mortiz Ally Khan, Jaghiredar of Vellore, being dissatisfied with the produce of certain villages in that district, superseded the preference of cultivation, which the villagers had enjoyed, and cultivating the soil by *cummut*, entirely at his own expense, received the whole produce as the property of the Circar. But lest this instance should be objected to, as originating in an arbitrary government, and on that account an example more to be avoided than imitated, appeal may be made to the revenue system established by the liberal and enlightened mind of Marquis Cornwallis. The *mokurrer* system laid down upon mature deliberation, preserves this principle; for the proprietary right of the soil is vested in the Zemindars (or those who may become purchasers of land); and the inhabitants at large do not appear to have been considered as possessing any

* This is an error. See para 63 of the preceding paper.—W. H. B.

rights that could be looked upon as absolute property. It must be the interest of the owner of the estate to have his lands cultivated: and those who from long residence have acquired a local partiality will be more likely to give a fair rent than strangers, who are without such a predilection. If therefore the terms on which the Zemindar is disposed to engage be reasonable, the resident inhabitants will readily acquiesce in them; if otherwise, it is not probable that others will be found willing to accept the conditions they have rejected. The provisions for the administration of justice in Bengal, enforce the performance of the agreements between the zemindar and the ryot, but the concluding of these agreements is not compulsory on either side.

16. The property of the soil cannot be in two different persons: if it be in Government or in the Zemindar, it cannot also belong to the Ryot; but as the wealth of an estate is in the extent of its cultivation, it is so much the interest of the proprietor to retain the inhabitants, that a regulation to prevent his being the instrument of its depopulation could scarcely be deemed necessary; but it does not follow from that circumstance, that the ryot is to be protected in abuse, that the resumption of unauthorized gains is to be allowed, or that the extension of agriculture is to depend upon the caprice or obstinacy of the resident inhabitants.

17. The ultimate resource against the oppression of the Zemindar, is in the depopulation of his estate, whilst his security against a combination of the ryots to deprive him of his just dues, is in transferring the cultivation into other hands.

18. Having thus defined the meerassee of the villages to be a *preference of cultivation derived from hereditary residence*, and having established the right of Government to provide in what way it may choose for the cultivation of its own lands, it remains for the Board to determine how far it may be expedient to apply these principles to the purgunnah of Poonamalee.

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21. Since however it is become necessary for the Board to determine upon the question in its present form, resolved that if the inhabitants of Trimashee persist in declining to take their village

upon the bariz, with the *budernawees** proposed by the Collector, that he be authorized to transfer the meerassee preference of that village to whosoever of the inhabitants of the jagheer may be willing to take it under that assessment, for the following reasons.

1st. Because the Board are convinced that the complaint of the inhabitants is founded not in objections against the amount of the proposed assessment, but in opposition to the general reform entrusted to the Collector.

2d. Because, though the abuses of the jagheer and the influence of dubashes cannot be established by demonstrative proof; yet being convinced of the fact, the Board are determined and consider it their duty to rescue the public interests from such acknowledged evils, by the exercise of a discretional judgment in cases of expediency.

3d. Because the present question being in the opinion of the Board a point at issue between the dubashes and the Collector, it is important and necessary to the introduction of a better Government in the jagheer that the opposition, which has always been expected, should be met in the most prompt and decisive manner.

4th. Because as the public Revenue depends upon the cultivation of the land, *the proprietary right to which is exclusively vested in Government*, the State would be deprived of its resources if it was not at liberty to use punishments and rewards in order to extend the cultivation of the soil, a measure peculiarly important to the interests of the Company, and eventually essential to the existence of the inhabitants of the jagheer (as may be found by the instance of years of scarcity), but absolutely incompatible with the extended sense, the Board of Revenue have affixed to meerassee rights, provided those who enjoy them should from ignorance, obstinacy or intrigue be disinclined to increase the agriculture of the country.

5th. Because sufficient attention has been paid to the hereditary preference of cultivation hitherto enjoyed by the inhabitants of Trimashee, in leaving it at their option to cultivate the land under the present assessment.

6th. Because, since there are others who are willing to agree in the settlement proposed by the Collector, there is ample reason to con-

* Vide Glossary, for explanation of terms.

clude that the inhabitants of Trimashee themselves would not be losers in the manner they have stated.

7th. Because since it appears by the Collector's report quoted and not disputed by the Board of Revenue, that the general increase of cultivation throughout the jagheer is in the proportion of one-third, in which Trimashee must have participated; and since the proposed assessment has not been calculated upon that increase of cultivation, the inhabitants have still less ground to oppose the settlement proposed by the Collector.

22. Resolved that the deprivation of the Trimashee merassee be considered temporary, and that in the event of their substantiating their objections to the settlement proposed by the Collector, they be restored to their preference of cultivation in that village.

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[No. V.] *Proceedings of the Board of Revenue, 26th Jany.* 1796, *in reply to the above Minutes of Government.*

1. The Board in acknowledging the uniform support and confidence which they have hitherto experienced from Government, cannot but sincerely lament that their conduct in the execution of what they deemed an important and sacred duty, should have drawn upon them, on the present occasion, the strong implied censure conveyed in these resolutions. Conscious that the public good has been their unwearied and undeviating object, the Board feel themselves impelled, in justice to their characters, and the responsible public stations they fill, respectfully to enter into full explanations of the grounds upon which they acted into their consideration of the meerassee rights of the inhabitants; what they understood to be the principle of the settlement they recommended to Government; their motives for adopting the mode of enquiry resisted by the Collector; and, to point out wherein their sentiments do not seem to have been clearly understood by Government; explanations, which the Board deem indispensible for the information of their superiors both here and at home, to do away the impression which might otherwise obtain, of their having permitted form to supersede substance, or of having directly, or indirectly suffered that baneful influence it has been their uniform and

strenuous endeavour to root out, to operate upon their minds in the consideration of the subject in discussion; a bias they most solemnly disclaim.

2. If, in the course of the following observations the opinions of the Board differ in some respects, from those promulgated in the resolutions of Government, with which they have in the first instance implicitly complied; they rely upon its candour to impute them to the sense they entertain of its being their duty to record, without reserve, and to the best of their judgment and ability, every information which appears to them essential to promote the welfare of the inhabitants, and the permanent prosperity of the revenues placed under their immediate superintendence and control.

3. Government have remarked that in various parts of the Board's letter of the 10th ult. speaking of meerassee, they have called it "meerassee right which implies inheritance;" "property," "privileges," "proprietary right," "meerassee privileges," and "right of inheritance in respect to the soil."

4. In assigning their reasons in that address, for requiring specific written explanations from the Collector, previous to taking into consideration his proposal for depriving some of the inhabitants of their hereditary meerassee, or rights and privileges, because they would not give the rent he demanded, it did not occur to the Board to be necessary to define their conception of the precise import of the term; they certainly only meant to imply those hereditary rights and privileges, the enjoyment of which had been heretofore admitted by Government, in particular in their proclamation circulated throughout the Jaghire in the month of November 1783 in which are the following words. "That in order to "prevent all undue exactions upon the inhabitants, the respective "renters shall be obliged to grant to the ryots of their several "farms a cowle specifying the *rights and privileges* to which they "are entitled under Salabad (i. e. ancient) custom." And in speaking of those rights and privileges the Board had in view the following, which they understood to be facts.

5. That the Circar lands of the villages in the Jaghire are in general divided into shares among a certain number of head cultivators denominated meerasseedars.

6. That these meerassadars enjoy besides the property in the right of cultivation of their share of the Circar lands, a certain portion of prescriptive registered land, wholly exempt from any Government tax whatever, termed *Turabuddy maniums.*

7. That the meerassadars of some villages further enjoy what is considered a proprietary *russoom* or *marah*, out of the produce of the circar lands, included in what is termed "*purdie marah*," denominated by the Collector himself "proprietary indefeasible fees "of hereditary cultivators."

8. That to these rights and privileges is *annexed the obligation* of cultivating the Circar lands at large, and they have been understood to be only subject to forfeiture on failure of cultivating, from obstinacy or intrigue, to the utmost of their ability, according to the quantity of water that can be commanded, and the means they possess; the Circar in cases of distress generally aiding them with advances; and this Government have a right, in cases of inability from want of hands or other calamity, to call in *Pooroor Coody*, or strangers to cultivate, as have also the inhabitants. Yet, it did not appear that it ever had been the practice of the Circar to sequester the meerassees of those inhabitants who were able and willing to cultivate the lands, while the Circar received from them its just share of the produce.

9. That the Pooroor Coody or Payakary cultivators, cultivate without any property in the villages, and they in consequence receive from the Circar the highest shares; but this difference is more than compensated to the meerassadar or proprietary cultivator by his hereditary maunium and marah, neither of which the other enjoys.

10. That the Payakaries whom the inhabitants themselves allow to cultivate their lands, *pay a certain marah or share to the meerassadar* or proprietary cultivator, for the privilege of cultivaing in their villages.

11. That these shares, or rights of cultivation of the Circar lands in the villages, with the manium lands and marah annexed thereto, were hereditary,—were considered transferrable saleable privileges,—and have been transferred and sold under the sanction of the Circar, and duly registered in the village records, subject

however to the obligations annexed ; for the right of absolute sale of lands to the exclusion of Government to its share of the produce, is considered vested in Government alone.

12. That in cases of individuals requiring grounds for their private use, for which Government receive a quit rent when granted, they have invariably made it a principle that the consent of the meerassadars shall be first obtained ; and that is purchased by the individual from them.

13. That in cases where arable ground cultivated by the inhabitants, or maunium land, has been required for public purposes, Government have invariably *compensated* the inhabitants for the same.

14. That the Collector himself in the *muchilka* he required from the inhabitants, admits the proprietary rights and privileges, by proposing to take the meerassee as security for the rent to Government, and declaring that in case of failure it is to be put up to sale at public outcry ; thereby constituting it what it had hitherto been considered actual property.

15. That lands in different parts of India are held under various tenures, the Board believe is universally allowed.

16. It appeared therefore to them by the tenure of obligation under which the lands in the Jaghire were held by the meerassadars here described, that the Circar had an actual unalienable property in a *certain share of the produce* of the soil, that the wilful neglect of cultivating that soil by the parties holding the meerassee to possible extent, according to population and their means, subjected them to a *forfeiture* of their hereditary right of cultivation, and that under *this* limitation, the actual property in the soil was vested in Government, who alone have the power of making an absolute sale of the lands so as thereby to alienate the Circar share of the produce ; but in their opinion it did not follow, because the meerassadars had *no absolute exclusive property* in the soil, they should therefore have no rights, for it did to the Board unquestionably appear from what is here stated, that the meerassadars in the Jaghire possessed certain defined rights and privileges in the cultivation of that soil, which had been considered hereditary, and of which, *so long as they performed the obligation annexed* there-

to, that of cultivating the lands to the utmost of their ability, and giving to the Circar its just share of the produce, it had not been considered usual to deprive them.

17. There was therefore in the Board's conception, a wide difference between the obligation herein explained, which bound the inhabitant to cultivate and deliver to the Circar its just share of the produce of the lands, and making the obligation, or the tenure, to depend upon their *renting* the Circar share of that produce at such rate as Government might demand.

18. Government in the cowles granted to renters seemed to have carefully provided for this distinction by the following clause.

19. " You are not to require of the inhabitants to buy the Go- " vernment share of the grain at an advanced price, but shall " receive it in kind, excepting in such places as you shall have " rented out, and from which you shall only receive the rent ac- " cording to the terms you may have *agreed* upon."

20. This principle appears to the Board to be also admitted in that part of the Minute of Government which alludes to the system established by Marquis Cornwallis in Bengal, where they observe " the provision for the administration of justice in Bengal enforces " the performance of the agreements between the zemindar and " ryot, but the concluding of these agreements is not compulsory on " either side." Nothing certainly can be more obviously just than such a principle, but in applying it to the case in question, it strikes the Board as directly adverse to the idea of the Collector, who recommends that " the concluding of the agreement" he proposes between Government and meerassadars (whom the superior Board place in this respect in the situation of the zemindar and ryot of Bengal), shall be *compulsory*.

21. The Board understand, if the ryot declines the rate of *rent* offered by the zemindar, [in Bengal] for the spot of ground the former cultivates, the courts of justice compel the latter to receive his established *share of the produce*, nor can he disturb the ryot in possession while he cultivates and delivers the due proportion of the crops;—if it be otherwise, the Board are not aware how the ryot can be said to be fully protected in his just rights. They would in that case seem to depend upon the will of the Zemindar.

22. The word *meerassee* is Persian; but the Board apprehend the claims held under it may be traced beyond the Mahomedan conquest; that let the enquiry be made from whatever orders or tribes of natives, all will agree in ascribing to these privileges an unascertainable antiquity, and that, the synonymous terms of them *swastyum*, or *cawnie-autchee*, and *maunium*, (meaning inheritance in general, and particularly in relation to soil)* are of Hindoo origin. Strong however as the term given to these rights and privileges may be, yet as has been already observed, it is not denied that it also *implies a positive obligation to cultivate* the Circar lands, and that where this has been wilfully neglected, the meerassee has been forfeited, and *ought to be so*; this obligation as far as the Board's enquiries have extended, appears to have been understood on all sides.

23. These rights and privileges it is said were, and very probably may have originally been, conferred, in compensation for clearing lands, to fix the people to the cultivation of their respective villages by giving them an interest in the soil they were to till, and assurance that it would descend to their heirs so long as they continued to cultivate or cause to be cultivated to the best of their ability the Circar lands; and this might naturally result from experiencing that by annually distributing anew all the lands among the inhabitants, they were prevented from attaching themselves to particular possessions, and that the progress of improvement and agriculture was thereby impeded. But, whatever might have been the origin of them, they are considered by the people hereditary rights; they certainly were not introduced by the English Government, and the assertion of the Hindoos that they are far more ancient than the Moorish conquest, seems to receive corroborative proof from their undisturbed enjoyment of them under that Government, and from the word *meerassee* having been adopted by the conquerors, to convey their idea of the tenure of the property or hereditary rights and privileges held under the beforementioned designations *swastyum*, *cawnie-autchee*, *maunium*, and *marah*. Considering therefore they had by custom and prescription, descended from father to son, or to collaterals, with cir-

* These words are not exactly synonymous. See Glossary.

cumstances incident to property, such as sale and bequest, the Board did conceive that so long as the present possessors of the privileges in allusion, performed the obligation annexed to the enjoyment of them, the parties should be secured in their possession.

24. Having thus detailed the grounds on which the Board ventured the appellations they gave to the meerassee rights of the inhabitants in the Jaghire (appellations of long use in the records) they will now proceed to explain what they understood to be the principle of the settlement they recommended to Government.

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[No. VI.] *Extract from Proceedings of the Board of Revenue, 14th July 1796, on Mr. Place's letter of 28th June.*

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10. The Board are sensible that Aumani management is attended with great additional labor, renders the revenue of Government uncertain, and subjects it also to much loss by the frauds practised not only by the inhabitants but the very servants employed by the Circar; but this is felt more or less according to the energy of the management, which depends on the vigilance and ability of the Collector, and of course should only be resorted to in cases of necessity; this the Collector pointed out in his letter of the 22d March, (para 22) wherein he observed that in villages where feuds existed amongst the inhabitants and they would not agree for the rent, recourse must be had to Aumani or *some other mode of management.*

11. This other mode of management the Board presume can only be giving the villages in rent to strangers; this however the Collector states to be equally impracticable in the present case, from the inhabitants then showing a perverse neglect in their cultivation; but if this were the only difficulty, Government have from inherent right and custom an easy remedy. The meerassadar who is guilty of neglecting his cultivation to the utmost of his ability, is *liable to be deprived of his meerassee*, which many will be found ready to accept; but there is another cause which renders it yet more impracticable; the shares to be received by the Circar and

inhabitants not being fixed and understood, no renter can come forward to rent, because his offer must depend upon the share fixed; nor is it less requisite that it should be determinately fixed when the inhabitants themselves are renters, to prevent what too frequently happens, the lower class of cultivators from being injured in that respect by the higher. As the Board have already frequently observed, this is the first point to be settled; it is the root of the Circar revenue; and when determined, they have not the smallest apprehension that it will be found in many cases necessary to resort to Aumani management. Until however it be adjusted, the villages must remain under Aumani, and the Collector be held responsible to take every measure to secure the dues of Government.

12. It was equally to avoid the introduction of strangers as renters, which generally cramps exertion and proves oppressive to the people, and the loss and uncertainty by Aumani management, that suggested to the Board the desirable object of prevailing on the inhabitants themselves to become renters, convinced that a moderate rent from them would not only be advantageous to themselves but to revenue.

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[No. VII.] *Letter from the Board of Revenue to Mr. Place, 23d December*, 1796.

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9. Government have also resolved that no person holding the preference of meerassadar, shall be deprived of it by the Collector, until the causes of forfeiture may have been fully stated by him and pronounced upon by us. You will therefore deliver to every meerassadar against whom you have cause of complaint, the charges against him, requiring his written answer thereto; and forward the whole with your remarks, for our determination; this you will consider the standing rule for your guidance in such cases.

10. In villages where there is more land than the present meerassadars can cultivate, you will require each meerassadar to declare in writing the extent of ground he is willing to enter into engagements with the Circar to cultivate; previously informing them that it is the intention of Government to bestow the surplus or spare

ground they cannot cultivate on *new meerassadars;* and you will submit these also with your remarks, for our orders.

11. In regard to the appointment of meerassadars to such spare lands, or to villages where none exist, Government have resolved that it shall rest entirely with the Collector himself. You will therefore lay before us a monthly report of the names of all persons you may so appoint, the extent of the meerassee conferred, and in what village; and you will, as before directed, submit to us a draft of the *sunnud* you propose should be given to the new meerassadars.

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[No. VIII.] *Extract from Mr. Place's final Report on the Jágír, dated 6th June*, 1799.

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7. Before proceeding to furnish the information for which I have been specifically called upon, it appeared that a review of the tenure by which property in land is held,—in other words of the nature and properties of *meerassee*,—would be acceptable, being a subject upon which a great deal depends, but hitherto resting upon conjecture, without having undergone any enquiry. It is necessary that I should offer some apology for a great deal of preliminary matter and several long quotations, by observing what indeed will be obvious, that it is not meant to convey any information which I cannot suppose others equally possessed of with myself. It is intended to connect the theory, as laid down by enlightened authors, and the practice, regarding property, as variously instanced in Europe, with the theory and practice of this country, as deduced from a variety of considerations; and to show that the tenure by which it is held among the wisest nations in the former, and that by which I understand it to be held in the latter, is that alone which consists with, or can promote, the prosperity of the State.

8. Adverting to the Minutes of Government of the 8th of January 1796, wherein the definition of the term *meerassee*, is so distinctly laid down, it is with the most respectful deference that I now renew the subject. My own sentiments, upon a superficial review of it, concurred in great part with theirs, but a *deeper inves-*

tigation and reflection have induced me materially to alter them; and as it came upon Government precipitately, and pressing for determination, it possibly did not receive all the consideration that it otherwise would have received. Under these circumstances a judgment was passed that I think it may be deemed prudent to qualify, as at present affecting those interests which they must most have wished to preserve and to strengthen. The security of property is as essential to the welfare of the State as to the happiness of its subjects, and it is therefore of importance to know what is, or if a doubt exists, to promulgate what shall be deemed a good title, and what conditions are or shall be annexed to the enjoyment of it.

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57. The Carnatic, between the two Penar rivers, north and south, which taking their rise in the same mountains are called by the same name, was formerly an almost entire uninhabited jungle, called *Dundacarnium*, or the impenetrable wood. The only human beings residing in it, were of the cow-keeper caste, or shepherds, who had scarcely emerged from that state. There were twenty-four tribes of them, who divided this tract of the country, and each had a head or chief who resided in his fast hold, called a *Cotum;* hence the Malabar term *Cotah* for a Fort, in modern signification. But *Cotum* also applied to the tract of territory belonging to him, which seems to have resembled the Pollams in the Tinnevelly and other southern countries. Devious and difficult paths led to these fastnesses, and here and there were spots under cultivation.

58. At the same time, the population both to the southward and northward of these boundaries was inconveniently extensive, so that the lands were not sufficient to subsist it. The Cholah Rajah, whose empire is said to have reached over the whole Carnatic, as the term is now understood, or rather I imagine over the greater part of the Peninsula, therefore formed the design of dispossessing these shepherds to whom the land was useless, and settling upon it the superfluous population of the rest of his dominions. In what way he carried on war against them, that is whether he attacked the several tribes singly, or that they united in defending them-

selves, I have not been able to discover ; but he finally succeeded in rooting them out, and the last battle he had with them is said to have been at *Pullee Cotum* in the Saut Magan District, which he gained, after having been once repulsed, and nearly threatened with final disappointment in his aim.

59. The inhabitants first settled in the *Dundacarnium*, were not sufficiently thrifty and industrious to make any great progress in clearing the land, and gaining a scanty subsistence they frequently removed to other parts of the country ; which occasioned the Cholah Rajah at that time, known by the name of *Ardundee Chacravertee*, to adopt a new scheme of turning this tract to advantage. He collected the whole of that tribe of the Moodelly caste, called *Vellalers*, who were the most intelligent and the wealthiest husbandmen of his dominions, and sent his son to settle them in it.

60. The open and unencumbered spots were of course first inhabited; and being variously situated, accounts for the intermixture of the villages of one district with those of another, for the districts themselves not being geographically marked out, their limits were ascertained only as progress was made in clearing away the jungle; and when the inhabitants, labouring in a variety of directions, found themselves approach each other, they respectively claimed the lands which they had cleared, and which being consequently annexed to the district to which such inhabitants belonged, accounts equally for its being more or less extensive.

61. The villages were then divided into *shares*, the proportion of the produce to the inhabitants and Circar settled, and all their rights and privileges ascertained. Afterwards tanks and watercourses, of which there was not one before, were constructed. It may be supposed that in most of these arrangements, the Cholah Rajah adopted the regulations of the other parts of his dominions, but in one respect his new acquisition differed from them. That is, that *mauniums* and those several fees, which belong peculiarly to the meerassadars of the villages, as well to those of the lands, as those who inherit the offices of it, were a new introduction. To each of these terms the word *cawny* was prefixed as *cawny maunium*, *cawny semah*, being intended as designations of the property

of the holders or receivers ; which property was called by the general term *cauniatchy*, a compound Malabar word of *cawny* and *atchy*, the first meaning *ground*, and the second *heritage*.

62. There is an anecdote of the return of the Cholah Rajah's son, figuratively, but most impressively told, which deserves to be noticed. Being asked by his father, in what manner he had been able to settle the country so well, he replied that he had forged a fetter for the inhabitants, and rivetted it so strong, that they could never release themselves from it. *Cawny* in this is understood to be the fetter, and *atchy* the rivet, meaning that he had fixed their affections so strongly to the soil that they could never harbour a wish to leave it.

63. The *Vellalers*, being thus completely removed from their ancestral soil, it is received among them, as a certain proof of a man belonging to the caste, that he either possesses or has possessed meerassee, or *cauniatchy* as it is more properly called in the Carnatic ; if neither one or the other, they renounce him. These people being the first settlers in the country, accounts for the superior privileges as *cawny semah*, which I mentioned in my report of the 6th of October, being allotted to them. They are, I understand, but thinly scattered in the southern countries, to which however, they still occasionally return.

64. It is probable, that not being able to occupy all the lands they had cleared, they sold or gave them to others who had the means of cultivating them, or that other intermediate villages rose up gradually, which induced the other classes of the Moodelly caste, who are said to have been somewhat dependent upon the *Vellalers*, at last to have acknowledged their superiority ; and it is particularly remarkable, that the *Pullees*, who are the lowest of the Malabar caste, were then solely the servants of the Bramins. The Vellalers had their slaves, and the other Moodelly castes personally laboured in the fields. All descriptions of the natives except Parias, now hold meerassee. I cannot find that the Bramins were at any time an exception to the general regulations that bound the rest, except in the cases of such *agraharams* or entire villages, as were granted to them by patent, as *surva mauniams*, that is, free from all demand, with right to enjoy, give, sell, mortgage or transfer.

65. These 24 *Cotums* were subdivided into 1,999 *Naudoos*, from whence I imagine the term *Nauttawar* is derived, in whom the direction or responsibility of a certain number of villages was vested, agreeable to the several gradations of authority, which the Magistrate or sovereign is to institute in his dominions.

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69. I draw one of my first arguments, in favor of the hereditary right of the indigenous natives and husbandmen to the usufructuary property of the soil, from the division of the lands into *shares*, and from the appointment of a distinct class of people to record them, to note down every variation that takes place, and to keep all accounts of the cultivation and produce. As I have already said, these divisions are supposed to have taken place at the original settlement of each village, and were a greater or a smaller number, according to the number of original settlers, or of labouring servants that they brought with them ; for I presume I need not explain that the latter, doomed to the meanest offices, can acquire no property in land. Had they been regulated by any other rule, villages of the same extent would have been divided into the same number of shares; whereas, whilst one is divided into 10, another having the same quantity of land annexed to it, may be divided into 100 shares, but all equal. Every original share may be reckoned a freehold, which although it may have been subsequently subdivided into several smaller ones, they all hold of the proprietor of the original remainder, who retains a preeminence over them, and to whom, I imagine they were originally considered to owe service ; for his right of preeminence is still so tenaciously asserted, and so unequivocally acknowledged, that, when on making the late settlement of the Jaghire, a few meerassadars only, of villages, where I knew them to be very numerous, appeared to rent them, I was told that these were the proprietors of the original shares ; that all others were sub-meerassadars, and would agree to whatever terms their principals entered into ; and although I thought it proper that all should give their consent personally or by writing, yet, I found that these sub-meerassadars invariably considered themselves dependant upon the proprietor of that share from which their property had ramified, if I may use the expres-

sion. The village of Poolatoor, for instance, was originally divided into four shares, which stand upon its records, and originally held by four proprietors, or meerassadars; but from those causes which in all parts of the world occasion in the course of time a greater diffusion of property, there are now 30 meerassadars; yet the original division into four shares is preserved, and not multiplied into 30. Ask any one of the thirty, into how many shares his village is divided, he will say, four; ask him how much meerassee or how much landed property he has in the village, he will say a half, a quarter, a sixteenth, or any other fractional part of a share. The village of Damerlah on the other hand is divided into 160 original shares, but is now enjoyed only by 23 proprietors who are registered as holding so many shares and fractional parts of a share. But although the sub-meerassadars are thus considered subordinate to their principals, this is all the difference between them, for they are equally entitled to participate in those fees and privileges, which, as I shall show hereafter, mark the distinction between a *Meerassadar* or actual proprietor, and a *Pyacarry* or temporary cultivating tenant. This perhaps will convey a distinct idea of the terms meerassee and meerassadars, and the system bears so strong an analogy to feudal tenure, that mankind when formed into societies seems to have been intuitively directed to it. It is indeed the doctrine of confederacy and subordination, calculated to impress upon the mind, that individual property is invariably subservient to the purposes of the community, and conditionally held of some superior. By the feudal system the great feudatories held of the king, and the lesser owed service to their superior lords; the whole afterwards were denominated freeholders. Here the original meerassadars hold also of the sovereign, and the sub-meerassadars of them, and all I think come precisely under the definition of *freeholders*, and are equally entitled to hold their property upon the same terms.

70. In the course of the various revolutions that have happened since the original settlement of the villages, it may be supposed that their division into shares has been frequently changed; whole districts were desolated by the cruelties and arbitrary exactions of the Mahomedan Governments, and the entire population of them

removed, either temporarily or for ever, to some other parts of the country for protection. If the whole returned to their native villages, they retained of course their former customs; but if partially, after any great laspe of time, or if the villagers were settled with new inhabitants, those circumstances directed their future customs, as to the establishment of shares; still more, if the lands had by long neglect been again overrun with jungle. But reverence for the customs of their forefathers and predecessors, if they could be discovered, for the most part influenced their adoption. In the course of my management in the Jaghire, I have had occasion to settle villages of all descriptions, and have found this attachment to ancient habits and institutions invariably prevail. When remembrance of them was preserved, I adopted them as far as was practicable, but in cases where none was to be obtained, that is, where the lands had grown entirely into disuse, and nothing more was known of the villages to which they formerly belonged, than the name, the division of them was regulated by the abilities of those who were to be settled on them, as it was deemed essential by the inhabitants that all the shares should be equal. I conformed to preceding usage, and they agreed among themselves to take one or more, or only a fractional part of one.

71. It may perhaps, at first sight be thought that the office of *curnum*, being that to which I said a distinct class of people is appointed, whose duty to register the meerassadars or proprietors of the village,—to note down all chauges among them,—to attest all deeds of sale, transfer, or assignment,—and to keep an account of the cultivation and produce,—argues against the inheritance of the lands; and that it is instituted because as they may pass from one to another, and be occupied promiscuously, by the inhabitants of that or of any other village at the will of Government, it is the more expedient to have such a check. The office itself is known to be hereditary, so long as the duty of it is faithfully performed, and to be mutually for the interest and convenience of the Government and the subject. Every office besides implies a compensation, and it could neither be hereditary nor compensated, if the lands were precariously held. The caprice of the inhabitants might give them preference for the lands of another

village, and any temporary dissatisfaction might prompt them to remove, if their interest expired with the harvest. The lands being forsaken, for it might not always be possible to persuade other inhabitants to cultivate them, the office of curnum could be no dependence, and he also would forsake it to find subsistence elsewhere. I have made use of the word *meerassee* to express this hereditary *property in the land*, because it is in more familiar use, but *cauniatchy* is the proper term, as I have before shown, among the Natives to denote the interest which they possess in it, and by its signification conveys a self-evident proof* of their right.

72. I draw my argument secondly, in favor of the hereditary right of the husbandman, from the tanks and other immense works, that have been constructed for the purposes of cultivation. If the division of the lands, and the office of curnum, are received as testimonies in favor of the hereditary property of the inhabitants, these expensive undertakings argue in favor of the intention of Government that it should be hereditary ;† for it is absurd to imagine, that they would have been constructed without a sufficient assurance of the attachment of the husbandman to the lands that they water, and this attachment as I have already said, and shall further illustrate by positive example, is to be given only by permanent possession, and a total freedom from restraint in the use and transfer of property. I might indeed here put the question immediately home, by asking, if, under an impression of the precarious occupation of the lands, the very large sums that have been laid out upon the tanks and water-courses the last four years, would have been expended. There are, I think, such self-evident proofs as are superior to all argument.

73. Thirdly, I deduce the position from the two discriminating terms made use of, to express the two descriptions of husbandmen, in whose occupation the land may be, of *meerassdar* and *pyacarry*, and from the usages that obtain among the natives themselves, under a conviction of the privileges appertaining to their different te-

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* See Glossary.

† This argument does not appear to prove proprietary right to the land. Tanks and water-courses were constructed in equal number, in Districts where *Mirási* has never been known.—W. H. B.

tures. If the first of these terms, as I have already endeavoured to show, is definitive of that class of husbandmen, who have descended from, succeeded to, or stand in the place of, the original settlers in the villages, that is, real proprietors, the latter must be expressive of another class, who have a different interest in the land, less than that of proprietors. A *pyacarry*, accordingly, means a husbandman who cultivates the land of another, either for one or more years by agreement, but mostly for one only, (as leases do not seem to have been formerly in use,) and having only a contingent interest in it; as an encouragement to induce him to bring part of his labour from his own village, or as an incitement to exertion, he receives one-half of the produce, which is generally speaking a *greater share than a meerassadar* receives. If the meerassadars are capable of cultivating all their lands, a pyacarry will not be admitted, nor can he on any account, in that case, have a preference from any competent authority, without a palpable injustice to the others.

74. There are, however, many instances where pyacarries bear exact analogy to the *copy holders* of England. The latter it has been shown derived their title to their estates from long residence, and occupying of them, and thence were enabled to prescribe against the lords of whom they held them, even before the statute of Charles 2nd, which gave them a property in the land, although originally mere tenants. They could not before this, be compelled to relinquish their lands at the lord's will, if they continued to perform the services, that is, to pay him the rent into which all services were for the most part resolved:—yet their subjection to the lord, is even to this day so clearly preserved, that a copyhold does not pass from one man to another by the common rules of alienation, as in other estates, but must be first surrendered back to the lord of the fee, on which it is dependant. So the description of Pyacarries here mentioned, enjoy the right of cultivating the soil by prescription; themselves and their ancestors having done so for many generations, they cannot be forced away from the village at the will of the meerassadars, who must assign ground for them. But, they cannot sell, mortgage, or transfer for a valuable consideration their right, for it consists in the *use* only, and not in the *substance*

of the soil. Their heirs succeed, but in default of them, the lands revert to the meerassadars. This however is to be considered the law, as it *originally stood* with regard to such property, for on account of reduced state of population, these pyacarries, I believe, are allowed to call in others, and to appoint successors—still their right is never a subject of bargain and sale. They receive a share of 45 instead of 50 per cent., because, although they have no more than a contingent interest, yet it is improved at least into a life estate; but they do not in any shape participate in the *fees* and *privileges* of the meerassadars, to whom, on the contrary, they pay fees.

75. There is yet another description of pyacarry or rather perhaps of servants, who also may be compared with a copyholder. They are found in fertile and well watered villages, the meerassee whereof belongs to Bramins, who being forbid to cultivate the lands themselves, must employ servants for that purpose. The labouring servants are for the most part Parias, who can by no means acquire property in land, and I have not yet met with an instance of their having done so; they receive wages, partly in money, and partly in those fees, which I explained in my report of 6th October 1795 called "*Callavassum*;" and if not the slaves of the meerassadars, renew their service every year. But the other class of servants are men of the *Pullee* caste, and either by custom or rule have an hereditary right of service under the meerassadars, and are entitled to one-third of the share, which the latter receive, of the crops. The meerassadars in this case receive the Callavassum. Madranticum affords a very curious example of the preservation and assertion of this right. Previous to the repair of the tank,—it is not known how long—the lands had been uncultivated, but so soon as this work was completed, the descendants of many families who had formerly been the hereditary servants of the Brahmins, claimed, and were admitted to their inheritance, although, in the intermediate time they had taken up other occupations, and might be supposed to have forgot it. The office constitutes the inheritance, like many offices of the feudal system. It might of course be relinquished by the occupant, who by that means broke the succession, and in failure of heirs it rested with the meerassadar to ap-

point others or not; but this also cannot be sold, mortgaged, or transferred.

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80. But to resume my subject. The striking contrast between a meerassadar and pyacarry of any description, fixes I think very satisfactorily, a right to the *substance* of the soil in the former; for if he had no more than a right to cultivate it, or only a preference in the cultivation, it would be equally to him, as to the pyacarry, a thing of no real value. Whereas, the meerassadar sells, mortgages, gives away or leaves his lands to his posterity, which the other cannot; at least, he cannot do that which constitutes value, he cannot sell or mortgage them ;—nor would he, but for the low state of population, be allowed to give them away, or appoint his successors in default of heirs.

81. This idea of *property*, I conceive, can never have rested upon a surreptitious title; it must either have been acquired by a positive grant, or conceded upon the principle of that compact, which binds society together, by which every individual establishes in himself a right to use his property, liable to those demands which the State has, or may have upon it. If it had been a pretended title, furtively set up, doubts and suspicions would somewhere have betrayed it: and we never should have seen the Natives so tenaciously assert and challenge enquiry into their rights regarding it. Nay, if they harboured a suspicion that it was a thing of which they might be deprived without infringing justice, it is impossible that they would buy or sell it, or that they could consider it the most substantial security for borrowing and lending.

82. Meerassee then is the ultimate, and the largest interest that they covet or can have in lands, and the force of its operation upon them has, on numerous occasions, been as strongly exemplified, as in the enfranchised villages of Poland, and if it bears a construction different from that which I have always given it, and which it has in the common acceptation of the Natives themselves, I can only hope to be excused for having mistaken the rights of Government, by the beneficial effects of the illusion.

83. The war of 1780, and the famine which it occasioned, I need not say, swept off a great part of the population of the Jaghire, whereby the lands of most villages, were partially, or wholly, left without Proprietors. Parents, children, and relations were in some places extirpated. In this state I found many parts of the Jaghire; but when the system of village rents was to take place, and it was indispensable to assign meerassadars to the unappropriated lands without it, I found that they could not be rented, but the idea of permanent property was such an inducement, that I was not only able to fill up the vacant shares, but to convert the most stubborn soil, and the thickest jungle into fertile villages. Give us the meerassee, and we will both rent the lands and employ all our labour to make them productive, was the common observation, but without it, as we can have our choice of land, we will cultivate only that which will yield us the quickest and the largest produce.

84. But besides the contingency of extinction by death, other causes may call forth the exercise of this sovereign privilege; voluntary relinquishment is one; and many acts may be done contrary to the tenure by which property is held, amounting to a forfeiture of it, as when the land is *wilfully neglected*; for as the public revenue is drawn from it, public embarrassment in that case ensues, and it is incompatible that the State should be exposed to injury, by individual caprice—one of the first duties of the sovereign is to neglect no means of rendering the land under his obedience as well cultivated as possible, and not to allow either communities or private persons to acquire tracts of land in order to leave it uncultivated. Upon all these occasions then, the privilege appearing to me so inherent, and the exercise of it so indispensable, I had no scruple in giving *cowle* for the unoccupied meerassee, to those who would consent to accept it. I gave it to them and their heirs for ever, so long as they continued in obedience to the Circar, and paid all just dues, in which words are comprized all the duties they owe, and the conditions they are to perform. The effect hereby produced I shall have occasion to explain hereafter.

85. Lastly, the right of the meerassadar to the property of the soil, is established by the Gentoo laws themselves. The transla-

tor makes a very obvious and just remark in his preface or commentaries, that the " code begins with regulations for that which " is one of the first cements of civil society, the *mutation* of " property," by which, I suppose, he means, security in the possession, and free agency in the use of it. The laws speak of *property and effects*, and of estate *real* and *personal*, and the first chapter ordains, that money shall be lent, on *pledge*, *security*, *bond*, or witnesses ; the two first of which, are to answer the payment of the debt, and the latter to prove its validity. Now, these distinctions are perfectly conformable with our own ideas, and our own laws; for, although every thing that belongs to a man may be called his property, in common language, yet when the term *real* is preferred, it defines it to be, that substantial kind of property, which exists independent of himself, and which he cannot annihilate or destroy. On the other hand *personal property* means that which is produced by a man's own labour or industry, and absolutely at his disposal. His money, his goods, or his chattels, may pass away from him, but his land remains for ever. I apprehend also, the terms *pledge* and *security*, will be most aptly applied to these two kinds of property, in the same order; for although property, real and personal, may be considered either as a pledge or a security, yet the word pledge, conveys an idea of solidity most adapted to land or real property. It may be said also, that security does not always mean an actual deposit, a man may borrow upon the security of another; but it is the property of this man; the wealth which he is known to possess, that becomes the security and not his plighted faith, for it is to *answer the debt*.

86. The Gentoo laws regulate the revision which a man shall make among his sons, or which his heirs shall make among themselves, of his " glebe land, orchard, houses, rents, &c., and of " his estate, real and personal." They permit him to mortgage his land, as a *pledge* for debt, and even to sell it.

87. Page 83, " a father shall not so give away or sell the *effects* " and *glebe* belonging to himself or to his father and ancestors, as " that his immediate dependents should be distressed for want of " victuals, and clothing, if reserving so much as is necessary for " the immediate food and clothing of his dependents, he should

" *sell* or *give away* the rest of the property, *he has authority so to* " *sell and give away.*" He could not sell or give away that to which he had not a permanent right; and as his sons may succeed to his estate, property in land, as well as other things I conceive is clearly made inheritable. I might quote many more passages in support of the position, but unless any imputation, which I have never heard of, lies against the authenticity of the Code, this will be received as sufficient,

88. The only objection, that presents itself, against the inheritance of land, is in the use of the terms, *glebe* and *glebe land*, but I think it is very easily explained away. If they are to be understood in the same acceptation, as they have among ourselves, with whom they signify those small allotments of land, which belong to the clergy, *village mauniams*, which bears the nearest assimilation to them, must be meant. But when lands are in a state or *villanage*, that is divided among the resident tenants, these terms mean each man's particular portion of the lands of the village; and in no other sense than this, can the Gentoo law be made to apply; for the mauniams of the meerassadars are often so small as not to be divisible among them, still less to admit of the operation of the law, in other respects.

98. "If a parcel of land hath not been divided among brothers, they all shall receive equal shares." The village of Madranticum and 10 others dependent on it, contains 52 meerassadars, and their mauniams consist only of $26\frac{3}{4}$ cawnies. Supposing the meerassee to be equally divided among all, and any one man to have five sons on his death, they would divide a little more than 10 goontahs each, or 640 square yards; the next subdivision would leave 2 goontahs or 128 square yards, upon the same scale; and in the course of a short time the property would be indivisible. In many villages, much larger than this, the meerassee mauniams are not a tenth part belonging to, perhaps, a greater number of meerassadars, so that this kind of property is too diminutive to be an object of legal regulation, and in some there are none at all, and we cannot suppose a law to be made for a non-entity. Besides, the Gentoo laws prescribe what is to be observed in cases of the mortgage, of " *as much land, as will serve for the maintenance of one man*

"*for a year.*" Now, I don't know an instance, where any one man's proportion of village mauniams will do this, and it seems intended for wise purposes, that they should not, otherwise, he would cultivate his mauniam and leave the other lands waste. Rules are also laid down for "sons holding themselves houses, and making gardens on their father's land," to which use mauniams cannot be applied, for they belong to the meerassadars at large, and are never parcelled out among them individually.

90. But not to weary with anticipating more objections by meerassee mauniams, I must be understood to mean only those, which belong to the *proprietors* of the whole lands of the village, and not what are set aside for the various village servants, to whom they are often an adequate subsistence, but which do not come under the law in other respects; these village servants are respectively meerassadars of their *offices*, to which the mauniams are attached, and cannot be sold, or separated from it. But the first mentioned description of mauniams I have not found to have any other design than as tokens or attestations of the right of property in the lands. They may be said to stand in the room of title deeds; for when a man has no other proof, he rests his rights upon having received his proportion of the produce of the mauniams, or if there are no mauniams, upon having participated in the *cawny semah*, which has been explained in my report of the 6th October 1795, and is set apart with the same intent—and such is so evidently, the construction among the natives themselves, that although a man by other pursuits, may be induced for a time to relinquish the cultivation of his lands, he will appoint a *gomastah* or attorney, solely to receive his proportion of one or the other, or of both where they exist together, if he means, at a future day, to resume it. A very extraordinary instance of this occurred in making the late lease. A man had removed from his native village to some distant part of the country so long ago, that it became almost a waste, and indeed acquired the appellation of a desolate village. His gomastah appeared and clearly proved having received the produce of the mauniams, and the *cawny semah* when any cultivation had been carried on, by virtue of due powers, but could give no information of his constituent, whom, therefore, after having allowed

him a sufficient time to assert his right by public notification, I considered to have renounced it altogether.

91. Under all these circumstances, I think it must be admitted, that the meerassadar has an undoubted *hereditary property in the soil*, that he derives his right originally from the sovereign, to whom he acknowledges obedience, and the renter of a stated proportion of the produce, as the tenure by which he holds it; that under this impression he uses it as may be most for his advantage, and that by law, he considers that right sacred, and unalienable, so long as he performs the condition annexed to it.

92. I have shown that the wisest and happiest nation on earth, has confirmed, to the same description of people, the original indigenous cultivators of the soil, that right which they derive from nature, whereby they have grown up to a condition of prosperity, and the state along with them, which is the envy of all the rest of the civilized globe, who are behind hand in proportion as they have disregarded her magnanimous example.

93. Whilst this country also affords a striking contrast between the uncommon happiness and prosperity, that may be attained under a simple, but benevolent form of Government, and the miserable change that it underwent when conquest brought it under the dominion of those tyrannical despots, to whom there was no no law but their will; who infringed upon the sanctity of its temples; broke down all rights of property, and massacred the unresisting Natives, to possess their wealth,—it inculcates at the same time an useful lesson; that to derive from a conquest its full value, "it must be ruled according to the ends, for which Civil "Government is established." Conquest gives no right to destroy the natural privileges of human nature, it cannot destroy religion, the laws of justice, custom, rights or privileges, and as "the "most secure dominion is that which is acceptable, even to those "over whom it is exercised," having traced the evil, the remedy becomes easy.

94. Were I called upon to define the term meerassee, and its properties, I think it bears exact analogy to a *fee*. I would call *meerassee* a freehold estate of inheritance, and a meerassadar a tenant in fee simple, holding of a superior lord, on condition of

rendering him service. His lord is the Circar, his estate the usufructuary right of the soil, and the *service* he owes, a renter of a stated portion of the produce of his labour. This definition applies equally to hereditary officers, to the Poligar, Curnum, and others, as to the proprietor of the land.

95. In opposition to this, the Minutes of Government lay down that the proprietary right of the soil is exclusively vested in the sovereign, and that a merassadar has no more claim to the property of it, than the tenant of an estate in England; all that he acquires, by hereditary residence, is a *preference* in the cultivation of the lands, and that Government may provide, in what way it likes, for the cultivation of them. That the sovereign is lord of the soil, I have shown to be an original fixture in the ancient Hindoo Governments, as I think, it must be in all; and although he may have a more real interest in it, than others are usually found to have; yet it is given him only for the same purposes, as they exercise their sovereign rights, viz., for the end of civil society. He is still no more than a political character, and this a political attribute entrusted in his hands for the good of the society; and although the public revenue is derived from the soil immediately, it is only to be considered as that mode which the society has adopted for providing for the expenses of the State. He must be supposed to owe his authority, originally, to the choice of the people, who can scarcely be imagined to have bound themselves to the duty of obedience merely as a duty, without any relative object, and perhaps the world does not afford an instance where the mutual obligations of the sovereign and the subject have been better understood and performed. Let us judge of the original character, habits, and disposition, of the Hindoo Government and Hindoos, not by the fallen Natives of the present day, but by the relics of the ancient tranquillity, happiness, agriculture and wealth of the country. Where else do we hear of peace being undisturbed by any commotion whatsoever, for thousands of years? of the same simple manners and moderate desires, prescribed by the earliest ages of the world, being unpolluted by the enjoyment of riches, and by opportunities of luxury which have changed the rest of mankind into quite different beings? and is it possible then, to ascribe this state of things to an indifference to

property, or to suppose that it could have existed, with a precarious possession of the land ?

96. But even, admitting the right of property, to the soil to have been a positive grant from the sovereign to the meerassadar, it is as well confirmed to him as that of the freeholder to his estate in Great Britain; and in the room of title deeds, his right is supported by a much more lasting evidence,—the land itself,—which, besides what has been already spoken of, testifies in another way in his favor, viz., that every Native takes one of his names from his family village. If a preference in the cultivation is all that belongs to him, it must so often have been denied, and occasioned his removal, that he could have felt no attachment to his native soil; and there could have been no necessity for the distinction between a *meerassadar* and *pyacarry*, the latter of whom comes I think, nearer to the situation of the *tenant* of an estate; for he to whom the preference of cultivation is given, becomes in that case the meerassadar. Hereditary residence, however, and a precarious subsistence do not well coincide. A man continues to live where his father lived before him, only because he succeeds to certain rights and privileges, which constitute his estate, and of which he cannot be deprived but under those circumstances which by the laws of his country amount to a forfeiture, and he has so well grounded a confidence in the justice of those laws, that the forfeiture is made to be his own act, if it takes place.

97. Lands cannot be alienated, without a *written instrument*; because both the sovereign and the subject have a mutual property in them; each, however, may alienate his own, and the other is not affected. The sovereign may part with his interest in them, but the usufructuary right remains with the subject; and all that the latter can sell, mortgage or give away, is the enjoyment of the profit, after paying what is due to the sovereign; and it is a right, so well defined, so clear, and so thoroughly established in the meerassadar, that I must again repeat, without it, the country never could have attained such a pitch of wealth and fertility, as formerly distinguished it. Alienations of land however, by written instruments, are not peculiar to the Mahomedan Governments, for I have met with Patents, granted by Hindoo princes; but there is

one kind of alienated land, which has its origin entirely in the former. I mean *sunnud mauniams*, or rather, as they should be called, *sunnud enaums*, for mauniam is a Sanscrit word and sunnud a Persian. They are small portions of land, held by *sunnud*, or order, renewable from year to year; and if they are not so renewed, the title ceases. I conceive them to have been, at first, given in liquidation of pay to servants, and dependents, as well as for the expenses of mosques, and for the subsistence of those who attended them. One man got orders for three or four years, successively, on the same village, and hence, establishing a sort of usage, he claimed the issuing of the sunnud as a matter of right; but to this day, he can receive nothing, without a renewal by some competent authority. *Sunnud* mauniams are still distinguished in the accounts, from *Turrabuddy* mauniams, which include those of all kinds: that is to meerassadars, whether of the lands or offices,—to Pagodas,—and whatever was set apart at the original measurement of the lands of the village, as the term denotes.

98. If the meerassadar has no other interest than is vested in him according to the acceptation of Government, it is in fact *none*, when examined into. Preference is no more than a priority in choice, and choice implies a power of rejection; so that a preference of cultivation must suppose a competition open to all offers, and may be given indifferently to any man. *Meerassee* therefore, in this sense, is no more than immediate occupancy, and *meerassadar* the present tenant.

99. Change this preference into a right of cultivation, which shall exclude competition, so long as the occupier of the ground has the means, or is willing to cultivate it; still it is no right unless the demand upon his labour is defined, so as to leave him a surplus or profit which shall constitute a certain dependence or estate. This brings the question exactly to what I have laid down, that meerassee is a right to use the thing, and to enjoy it, so long as the condition annexed to that enjoyment is performed; in other words, *so long as the rent is paid* in money or in kind.

100. Nor does this interpretation of property at all interfere with the just rights of Government, for the condition is clear and

explicit, that the meerassadar must cultivate or *procure the means* of cultivating his lands, and if he neglects to perform that condition, *they escheat* to the lord, who may give them to whomsoever he pleases.*

101. I am aware it will be said that the decennial, afterwards the *mokurrer* system, reserved no such right to the cultivators of the soil, in Bengal; but still they were not supposed to be devoid of any, for it is a subject of regret throughout the whole of the Minutes upon that important occasion, that the just rights of the ryots could not be investigated, on account of the time that would be taken up before the property of the soil was conferred on the Zemindars; and however true it may appear in theory that the interest of the landlord is the best security for his tenants, the example of those Zemindars shows it not to be so in practice, for many of their estates were desolated by their oppressions of the ryots; their demands were indefinite, and their exactions had become so severe, that either the ryots were compelled to desert for want of subsistence, or supposed to get it from lands which they surreptitiously held. To ascertain the rights of the husbandmen, and to relieve them from the oppressive exactions that had been levied by the Zemindars, appears by those minutes, to have been left as the main subject of future enquiry; and unless the ancient laws and government of that part of Hindostan, should have differed essentially from this,—but the former I should rather imagine to have been the same,—it is possible the result will be something similar to what I have been endeavouring to establish.

102. It is a misfortune that almost all enquiries that have been instituted into the affairs of this country, have reached no further back than the Mahomedan Government; often of too spurious an origin in my opinion, and always too various in its practice and too unsystematic, towards the production of any good, at least to admit of wise and judicious examples being drawn from it. The very rottenness of its foundation has been unequal to sustain any superstructure.

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* The right of Mirásidárs to the *waste* land, is not explained.—W. H. B.

105. The whole scope of the Mahomedan dominion has been barbarous and impolitic, however fashionable it may be to admire some periods of it. The end has been innovation upon those practices to which the Natives by principle and religion are inveterately attached. The rules which they established, founded upon a right of conquest, have been calculated to exasperate; to excite the impatience, and not to conciliate the affections, of the conquered; towards which end, the benevolence and humanity of a British Government may safely reject every thing of Mussulman extraction, as entirely destructive of the happiness of the indigenous inhabitants.

106. If the changes introduced by the Mahomedans are by virtue of conquest only, they can no more impose restraint upon their successors, than they choose to be themselves restrained by the practices which they found in use. If they destroyed the rights of the inhabitants whom they found living in the country, and oppressed them for their religious tenets, it is becoming the principles of British Government to administer relief.

107. The dominion most acceptable to those over whom it is exercised will, I imagine, be drawn from the principles of their native constitution, which are founded in religion; and it is most likely, from the manifest connection between the two, that the various sects into which the followers of the latter are divided, have been instituted to facilitate the end of Government. I would therefore not merely tolerate, but promote, by every justifiable means, their religious habits and prejudices, and would enter entirely into the spirit, by which it is evident to me, that all ranks have been made dependent on their superiors in each respective class.

108. This usufructuary right of the soil must convey a clear and explicit idea of something inherent in the meerassadar; that is, the profit which he is allowed to enjoy after paying the dues of the Circar must amount to a certain and independent estate, as far as human contingencies will admit, or it is no right at all.

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189. It is a fundamental maxim in the practice of the Natives, that a pyacarry is entitled, generally speaking, to one-half of the produce of his collection, after setting aside the fees of different kinds

issuable out of it. There are different kinds of pyacarries, as I have before shown, but their share is invariably higher than that of the meerassadar in the same village. The word *pyacarry* or rather *páicarry* is a compound Persian word† from *Pái* the foot, and *kari-dan* 'to labour;' or as others say, *kishtkar, kardan*, 'to cultivate,' signifying a man who journeys to his work or cultivation. The Hindoo and Malabar word for this description of cultivation is *succowashee*, which signifies technically, that not being bound to any particular spot, he may take what belongs to him and go where he pleases—in fact, a sojourner. A resident *pyacarry*, that is, such as I have assimilated to a copy holder in England, usually cultivates and makes his dwelling near them; but having a *life estate* in them, he receives no more than 45 per cent., of the produce, as may be seen by the old accounts which I furnished of Outramalore. The pyacarry who cultivates from year to year, having only a *contingent interest*, which may expire with the harvest, it is necessary to hold out some additional incitement to him. He is usually brought from an adjoining village where he has meerassee, and of course will not bring any part of his labour from that village, unless some extra advantage, which he cannot there have, is given to compensate him for doing so; he therefore receives 5 per cent. more than the *resident* pyacarry, or 50 per cent. of his cultivation, after setting aside fees. If he receives a higher proportion than this, it is under the sanction of specific agreements, for the culture of waste or very poor lands. The meerassadars having the choice of land, always cultivate that which is nearest to the village, unless select spots here and there are found whose fertility will repay them for going to a distance.

190. This therefore, which is a usage established by themselves, becomes a fixed principle and criterion by which to judge of their genuine rights; and it is further established by the fraudulent practices, which I have before had occasion to observe were used in this respect. A man would enter one part of his cultivation on his own name as meerassadar, and the other in a

† See "Pyacarry" in the Glossary. Mr. Place's derivation is now admitted to be erroneous. See also "Succowashee" or "Sakhavási."—W. H. B.

borrowed name as pyacarry, because in the first capacity, besides his share of his crops, he participated in the *fees that meerassadars collect upon the cultivation* at large, and in the latter he received a higher *warum* than as meerassadar he was entitled to. It was no unusual thing to keep the name of a meerassadar upon the accounts, who had been dead perhaps 50 years, because it gave an opportunity to his successor to claim a higher share, under pretence of being only in trust of his meerassee, which he cultivated as pyacarry; whilst at the same this successor was his son and heir and being known as such among the inhabitants of the village, lost none of his fees. The excuse given for this was, that it was *mamool* to keep the name of the deceased upon record.

191. Such a counterfeit argues, that the share of the pyacarry is the highest that can in general be divided, and as most villages had at some time or other admitted this class of cultivators, so it afforded for the most part a good rule for establishing that of the meerassadars; or if there were any exceptions, villages under the same circumstances supplied the defect. But as encroachments had been proportioned to the opportunities of making them, so they were various, and fluctuating. In some they had been enormous, in others moderate, and in a few there did not appear to have been any; but, as the discovery of the old accounts has since shown, always subject to the caprice and favor of the Circar and its servants; so that no degree of encroachment had been so uniformly observed as to grow into established usage, or prescription. When, therefore, the inhabitants laid claim prescriptively to any particular rate of division, their title was destroyed by evidence of a different usage. But the general rule respecting the share of the pyacarry was without this objection. Being introduced by the voluntary consent of the inhabitants themselves, it must be supposed to have been regulated so as to leave him a reasonable compensation and no more; for if he demanded more he was not allowed to cultivate the land. There are particular situations where he receive both more and less, but in the one case it is by express agreement from year to year, or for the lease, and in the other in conformity with local customs, affecting particular villages. In all other cases, even if he makes no previous agreement, he is always considered entitled to half the produce after deducting fees.

192. This rule, then, with respect to pyacarries, raises such an implication and affords so strong a presumption against the just claim of the meerassadar to so high a share as they receive, as supersedes the necessity of any other proof. A contingent interest must have some extraordinary compensation to balance the disadvantage which the termination of it may occasion; and it is for this reason that a tenant in Europe will be satisfied with a moderate profit, upon a long lease, and that the landlord must concede to him higher advantages for a short one.

193. There can be no doubt that the share of the pyacarry has generally increased since the days of Saadut Ullah Cawn, for if, generally speaking, the meerassadars proportion was 35 per cent. at that time, a very little more may well have been a sufficient compensation to the former. And although I am of opinion that even less than the average of the present times would both repay his labour, and afford him a profit; yet it is the best criterion to follow, as having been determined by circumstances into which no enquiry can now be made, and because it is marked by general acquiescence and contentment. The rule also does not seem to be confined to the Carnatic, for independent of Bengal, it appears by Tippoo's revenue regulations to extend to the Mysore country, where the produce of land of a certain description, *hissa*, is equally divided between Government and the ryot, and it is notorious that Tippoo paid the strictest attention to the situation of the husbandman.

194. By what I have said, it must be very manifest, that reference to so distant a period as 30 or 40 years for establishing the just share of the inhabitants, must either be impossible or inconclusive. If practicable, as some villages may be supposed to have enjoyed a greater, and others a less degree of the favor of the Circar and its servants, they would consequently have made proportionate encroachments; some also might be labouring under their displeasure, and altogether deprived of the advantages which by connivance they had once gained; so that so fluctuating a system in all likelihood would have been far from giving universal satisfaction. If a further retrospect was had, viz., into the days of Saadut Ullah Cawn, the same shares which they then enjoyed,

would in these times afford them no more than subsistence. Both, therefore, only offer a choice of difficulties. Whilst in taking their own practice, as it has grown up and been established by the concurrence of various circumstances, as the basis of their just rights, I have done that which seems the least objectionable, and is the most agreeable to themselves.

195. A meerassadar therefore must be understood, in general, to have a right to no more than 45 per cent. of the produce, divisible between him and the Circar, except in certain situations as follows :

196. 1st. In lands which are situated under small tanks, holding from one to two months water, where the crops being dependent, the first part of the season on timely rains, and the latter on a sufficiency of water being retained in the tanks till they are matured, disappointment sometimes ensues, the meerassadar receives 50 per cent.

197. 2nd. In high ground under large tanks where small *picotahs* are used to draw water to the crops, after the rains are over, he receives 55 per cent.

198. 3rd. In situations where long picotahs are used throughout, he receives 60 per cent.

199. If he any where gets a higher share than this, it is by by virtue of *cowle* granted to him for particular reasons, as to bring waste land into use.

200. Although it is natural to suppose that encroachments had been pretty general, yet considering the decrease of population, and the privation which the country has suffered of other advantages, particularly in the article of manure, which affects the abundance of the crops, I made no reduction below 45 per cent.; but if I found the customary share less, I allowed it to remain so, for it was fair to presume that the inhabitants thought it sufficient. It is accordingly, chiefly in those villages which are watered by channels from rivers, and from natural springs, which run more or less, and consequently the cultivation is carried on all the year round, that it varies from 40 to 45, but for the most part stands at 40. Below that it is not found in ten villages throughout the Jaghire, and these mostly in the Poonnary District.

201. These are the general distinctions which regulate the shares, but a variety of peculiarities may be imagined which affect particular situations, and cannot be detailed; unless, therefore, I should be thought not to have carried my researches to the depth that they will admit, and that the matter should still appear to rest upon in sufficient proof, a more minute detail will not be required; since every thing material, resulting from this principle, is clearly shown by the Teerwa of the last lease.

202. What I have already noticed must be always remembered: that besides the portion of the produce which the inhabitants divide with Government, their *fees* of every description are invariably preserved to them, for without these, I am persuaded that nine-tenths of the produce would not suppress complaint, for the reasons which I have already given, that they are the tests of property,—and however complicated they may be, still they are perfectly understood by each inhabitant, and on the receipt of them his idea of right and justice depends.

203. They form a part of that system with which he is familiar, and however they may seem bewildered in inconsistency and confusion, yet, referring to rules and principles with which he is acquainted, he is inspired with confidence, and litigation is obviated. In a country where the law in most cases is determined by the evidence of custom, either as it is practised or preserved in the memory of the Natives, the violation of the most trivial usage should be avoided, and however desirable simplicity may be, certainty is of much more importance. To alter a system to which they have been ensured, in all likelihood through a series of several generations, is attended with danger; for to give it effect and durability their habits, prejudices and sentiments must be changed, and by far the greater probability is that in attempting this; diffidence, chicane and misery, will supply the place of confidence, honesty, and contentment. Innovation is always impolitic, for men cannot in an instant, by any, even the strongest incentives, be reconciled to it; and until they are, both their public affections and their industry will be obstructed.

204. Taking these fees, for a moment, not as originally granted, but as appendages of subsequent invention, yet it may be con-

sidered that their utility has been pointed out as society advanced, to preserve its union and the rights of individuals, therefore their prescriptive establishment gives them a sacred title to continuance. But besides that they define the property of individuals, they have a further utility, in constituting the temporary subsistence of the inhabitants, till the final division of the crops takes place. First they are received whilst the grain is cutting; and secondly, when it is beat out, and between these two stages of the harvest and the ultimate disposal of the crops, various inevitable delays occur, which would make the privation of these fees a real hardship.

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343. In an account which I have in hand, and will if possible complete to accompany this report, the meerassee of every village is minutely detailed, and its distribution among the respective proprietors by name; but it is a subject of such intricacy as ought to have a further separate enquiry to be accurately ascertained, if indispensable towards to any material object that may be in view; but it is also a subject of such delicacy, that for my own part I think that further enquiry would only tend, at least at present, to clog that freedom of property which should always be unrestrained; for a suspicion has already been awakened that it would be prudent to allay.

344. By an accompanying abstract account, it will appear that the whole lands of the Jaghire are divided into 17,821$\frac{7}{8}$ meerassee shares, that the number of existing rightful proprietors amount to 8,387, who hold 15,994$_{1}\frac{2}{8}$ of those shares, and that the remainder or 1827$_{1}\frac{5}{8}$ shares are unclaimed, but occupied by Pyacarries. Of these, however, it is to be observed that a part also belong to the meerassadars, to which for political reasons they choose that their right should lay dormant; and the rest by the consequences of the war of 1780, and the subsequent famine, are altogether without claimants. The great difficulty, which I could not surmount before leaving the Jaghire, consisted in discriminating between the two latter, for although the actual proprietors of every village might be supposed sufficiently known to the Curnums; yet as the former had secret motives for a temporary disavowal of part of their

lands, and as there existed no very urgent reason why they should entirely disclaim them, I was cautious of pressing this matter, and chose that it should continue in suspense, until, either, those motives should die away, or a formal renunciation be required on grounds of public exigency, which cannot well be any other than an increase of population, when every man will gradually assert his right without any other impulse than his own interest.

345. So much as every subject relative to the Jaghire, as well the eradication of abuse by all classes of Inhabitants, as the restoration of their genuine rights and substantiation of property stood in need of revision and reform, it ought not to have been expected that every thing should be accomplished at once; some things must be left for future completion, and gradual attainment, and the actual distribution of the lands is one of them. Considering also, whatever may be the real character and principles of the British Government, that, from circumstances, the inhabitants of the Jaghire have felt but little of its disposition to do them justice, and that intriguing men have always interposed to prevent the redress of their grievances, it ought not to be wondered at, that any assurance whatsoever, the faith of which they have yet to experience, should fail to establish their confidence of future protection. There are many undoubted symptoms of a better and, I hope, growing dependence on public faith, but it must ripen spontaneously, by conviction of the actual benefits that are derived from it; or if unnaturally forced will infallibly be supplanted by suspicion. The transition between the Government that they have been accustomed to, and that which it is the object to establish and by whose principles it is intended that they shall substantially benefit, is too quick for their apprehension, and the change too great to be thought durable.

346. I think it by no means unlikely however, that this collusive concealment or disavowal of property may in some instances have been promoted by the new system, that the meerassadars might revert to it in case of failure in their engagements; and that the Pyacarries may withhold from accepting of the unclaimed part, in order to avoid participating in the rent of their villages to which they belong. But as this conduct can proceed only from those doubts which the novelty of the undertaking may have excited, I

think that their diffidence may in a great degree be dissipated by the adoption of judicious measures on the formation of the next settlement. If by an equal and just assessment they should be convinced of the advantages of the system, the land will rise in value; the meerassadars will deem it safer to assert their full rights than expose any part of the risk of being disputed; and the Pyacarries will be encouraged to obtain confirmation in that property which by longer forbearance they may be compelled to forego. This is a subject of considerable importance to the future success of the system, and every conciliatory measure should be adopted to promote the confidence of the inhabitants.

347. The number of 8,360 meerassadars appears however, small to enjoy so extensive a property as even they avow to belong to them, and pay so large a revenue; but it must be remembered that the heads and principal branches of families only, appear as proprietors, in whose name all the numbers and other branches are included, who perhaps may amount to ten times that number. The law of primogeniture is unknown among the Hindoos, and property is divisible, generally in equal shares among the sons; by which, if each had claimed his distinct portion, it would in the course of time have become indivisible, or at least separately insufficient for his maintenance. In order to correct therefore, the manifest inconvenience of their laws in this respect, the sons preserve a union and co-partnership among themselves, which continues perhaps through several generations; a part attend to their inheritance, and the rest seek other employment. Necessity pointed out this remedy, and custom has made it a disgrace not to conform, for they are particularly liable to the censure of their caste, if they separate and divide their estate. Yet inveterate animosities sometimes break out, to the gratification of which, every other sentiment and every interest must give way.

348. It would be superfluous, impracticable, and impolitic, to ascertain with greater precision than has already been done, the measured extent of each share or of each man's proportion of meerassee, because in the first place it would strengthen those suspicions which have arisen, and in the next it could only be done by personal survey, and the most unremitting attention, which I think

hardly any one man can give till the completion of such a work, independent of innumerable variations that would take place whilst it was in hand; and it would be unwise, because not only it will ever be the most beneficial mode to let the lands of every village jointly to the inhabitants at large, both with a view to security and to good cultivation, but to let them separately would tend to create divisions and dissensions, to the undoubted embarrassment of themselves, as well as of the public. No difficulty occurs in fixing the value of all the lands together of one village, but it would be nearly impossible to assign to every small allotment its portion so exactly, and with such due regard to fertility of soil, and other circumstances, that some should not benefit and others suffer; yet the latter would not receive the assistance of the former in case of failure in their engagements.

349. At present every village considers itself a distinct society, and its general concerns the sole object of the inhabitants at large; a practice, surely, which redounds as much to the public good as to theirs; each having in some way or other the assistance of the rest, the labours of all yield the rent,—they enjoy the profit proportionate to their original interest,—and the loss falls light. It consists exactly with the principles upon which the advantages are derived by a division of labour: one man goes to market, while the rest attend to the cultivation and harvest; each has his particular occupation assigned to him, and insensibly labours for all: but if each had these several duties to attend to, it is obvious that all the inhabitants must be absent together, at those times that are most critical both to them and to the State, and that many must be in want of those abilities necessary to the performance of the various employments that would arise.

353. If a measurement of lands should be made with a view to assign to each proprietor what belonged to him, and confine him to the cultivation of that spot only, it would interfere with another practice, which very frequently prevails, and which I do not know can be surmounted, of each *changing his lands every year*; it is found in some of the richest villages, and intended I imagine, to obviate that inequality to which a fixed distribution would be liable.

351. On the whole I cannot but consider that any reform tending to do away the union, or, if I may be allowed the expression the unity, of the inhabitants, and to fix each exclusively to his property, will be attended with danger. Every man's right and place is well known among themselves, and the customs to which they are attached, as I have before said, are necessary to their contentment and confidence. If it should be observed that they give room to injustice and abuse, I answer that the superintending authority placed over the inhabitants, whilst it assures every man of the redress of his wrongs, encourages him to know his rights. If he complains, enquiry is instituted; and if he does not, it is fair to conclude he is contented, and receives justice among his associates, for it is hardly possible to conceive a man to whom property descends, labouring under such a degree of ignorance, or so destitute of friends and relatives, that he can be egregiously imposed upon; since neither an idiot nor a lunatic can inherit landed property, still less if he succeeds to it by purchase; which argues sufficient natural understanding to know if he receives his just dues.

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702. The following *definition, therefore of meerassee*, or property in land, seems to be deducible from the discussions that have passed on it.

703. That it is a right to the use and substance of the soil, vested in the present proprietor, his heirs and successors, so long as he does, or can cultivate it, and pays the dues of Government, and is obedient to its authority; and that when he does not, or cannot cultivate his lands; when he withholds the dues of Government, or is disobedient to its authority, such part as he *neglects*, or in the latter case the whole, *escheats* to Government, who may confer it on whom it pleases.

704. The potential part of the definition, although essential hereafter, should now be construed favorably, for the state of the population is so low, that a man's abilities on that account alone, may often not concur with his will. But when population, as may reasonably be expected within a few years, shall have considerably increased, and every proprietor may if he chooses, procure labourers for the culture of the *whole of his lands*, a failure to do so

should incur the penalty of losing them ; for, whether it proceeds from obstinacy or real inability, the forfeiture is not only justifiable, but a duty enjoined on Government, on this principle, that it *must not allow any individual to possess land for the purpose of keeping it waste* ; and further, as I have before said, that as the revenue of the State is derived immediately from the cultivation of the lands, it *ought not to suffer from the caprice or inertion of an individual.*

705. When the tenure of property shall have been thus legitimately established, and sanctioned by the solemn act of Government, one of the first consequences will be, to recover to the land its real value. Although the inhabitants are constantly striving to supplant one another in it, yet that fluctuating state of possession which has for several years prevailed, owing either to the arbitrary measures of an oppressive and precarious dominion, or to the effect of dubash intrigue, has destroyed its value as an article of purchase. The price bears no proportion to the value of the fee simple of the land, seldom going beyond what, in the opinion of the purchaser, may be equal to the chance of holding it against the interest of the next competitor. Under such circumstances as often marked its sale, the disposing party thought that he did not renounce his right to reclaim it at a future day ; for if a man should be compelled by temporary necessity, such as prevailed during the war of 1780, to sell a valuable Estate for a week's or a month's subsistence ; perhaps, on grounds of equity, he ought not to be considered as having excluded himself from *redeeming it*, when it may be in his power to reimburse the purchaser, since such necessity is that sort of evil under whose influence the law should prevent him from doing himself an injury. It must indeed always interpose to keep up property to its relative value. These infractions of contract may therefore have operated additionally to obstruct the sale of land. But when the real tenure, under which the rightful owner is declared to enjoy it, shall have been understood ; when he is protected in that enjoyment, and when a mutual observance of the faith of agreements, lawfully and fairly made, shall be exacted ; land will be coveted for its substantial worth to the proprietor.

706. When the confidence of the proprietor is restored, and he knows that he holds, and is protected in his property, on those conditions which conform to his own ideas, his industry will be stimulated by his interest; at present he is roused to exertion by the force of authority, and seldom by the consideration of his own advantage. Under an oppressive, unsystematic, and uncongenial Government, he has imbibed dispositions and propensities which are equally inimical to his own, as to the welfare of the State, and that in my opinion are unnatural to him. Apathy, sloth, and an indifference to whatever befals him, are qualities under which no country can flourish, and cannot intrinsically belong to the inhabitants of this, when compared with its ancient wonderful wealth and industry; but when established in their original and proper rights, these will gradually wear away, and give place to their natural disposition.*

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[No. IX.] *From the Board of Revenue to Government, 27th October* 1800.

Para. 1. We have the honor to lay before your Lordship a reference on an application made by Mr. George Westcott for Certificates under authority, for several small spots of ground which he has parcelled out and sold to different inhabitants, who have raised habitations thereon, but object to pay its value until their property is identified and secured to them by some Public document.

2. The title under which Mr. Westcott holds this ground is one of a common description, called a Choultry Court Bill of Sale, respecting which tenure under date the 1st June 1797, we had the honor to address your Lordship, submitting for determination whether that and other titles by which individuals held lands, cancelled the right of Government to an assessment, or its share of the produce.

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* This Report of Mr. Place's was written after he was removed from the District, in consequence of his misunderstanding with the Board of Revenue, and occupied several months. It contains 751 paragraphs.—W. H. B.

3. Five cawnies of the ground in question was Sirkar Nunja, originally sold by Vellapa Moodelly and Trimalappa Moodelly, meerassee inhabitants of St. Thomé, in 1762, to one Arnachellum; the other 5 cawnies were sold to him by a Maniamdar Hafez Karimullee in the same year; whether the latter had any right to sell, can only be known from the Sunnud under which he held it, which does not appear. The 5 cawnies of Sirkar land since its sale by the inhabitants, has been subject to the payment of no Quit rent, although antecedent thereto, Government derived a portion of revenue from it, in common with other lands cultivated by the inhabitants.

4. It is not, we conceive, to be contended, that because no assessment has been levied on grounds under this tenure, the right of Government is annulled; and that because no payment of that nature is stipulated for in the deed, none can or ought to be demanded: a Choultry Bill of Sale countersigned by the Members of Government in their capacity of Justices of the Peace, can only be considered a document authenticating the sale from one individual to another, and certifying the registration of it; Government alone can issue grants of lands exempt from quit rent. Indeed, it is sufficient to mention that every house in the Black Town held under a Choultry Bill of Sale, pays Quit rent, to prove, that such documents are not generally understood to exempt the holder from paying the just dues of Government.

5. We have also to request your Lordship's determination in regard to Sheriff's or Mayor's Court Bills of Sale which seem also, no less erroneously, to be considered a document exempting the holder from paying Quit rent to the Company. We are of opinion the Sheriff can sell only the right of the party selling in the land sold. No individual can sell the Government share of the produce of the soil,—Government alone can dispose of its own inherent rights,—and if there be not a grant of Government, nor a grant confirmed by Government for grounds so sold, the Sheriff's Bill of Sale can convey only the cultivator's right to the ryot's share of the produce: if this be not declared an established principle, the whole of the lands within the bounds might be wrested from Government by collusive sales.

6. We are extremely desirous that a determination on these points should be passed, as it materially affects the present interests of Government, and will forcibly operate on them in future. We think, however, it would not be expedient to make any retrospective demands for Quit rent, but that it be made payable from the date of your Lordship's resolution, if you shall resolve on levying the usual assessment of *one pagoda and a half per cawny* on all tenures of these descriptions: no plea can be justly urged that a title less valid than those issued by Government, should confer privileges which the latter do not, and which privileges Government do not acknowledge to exist, as not having their express sanction.

The long forbearance of Government can only be pleaded, or rather the neglect of its officers, during these alienations; from which although they have hitherto sustained loss, it is no cause why they should in future be subject to it.

7. Repeated Proclamations have been made calling on all persons occupying Gardens without grants of Government, to produce their titles and take out grants, since that of the 20th January 91, *copy of which is enclosed*,* but without effect. That the parties might not benefit by delay, we came to a resolution that Quit rent should be charged on all such Gardens from the date of enclosure, if subsequent to the 1st January 1791; but if enclosed prior to that period, to be charged from that date only—a measure which we trust your Lordship will approve, that it may be understood the rights of the Company are not to be invaded with impunity. The survey now in progress, will completely develope the whole of the Gardens of this description, and an idea of the extent may be formed from that of two villages already finished, Tondiarpettah and Attapollam, wherein the Gardens enclosed without Government grants, and for which no Quit rent is paid, measure about 1,100 cawnies,—upward of 1,500 pagodas per annum.

8. The tenures in the *environs* of Madras are as various and undefined as those of the Black Town; it would therefore be adding to public and individual convenience were deeds and

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* See conclusion of this letter.—W. H. B.

titles for land less than one cawny called in, and a Grant issued by the Board similar to those which will be issued for the Black Town, and for which we propose to open a distinct Register, for the issue, transfer and mortgages thereof; and in the event of your Lordship's coinciding in the foregoing observations, we shall be able to comply with Mr. Westcott's application, as well as others of a similar description.

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Enclosure (See para 7.)

"THIS IS TO GIVE NOTICE that Government have come to the "resolution of calling upon all persons possessing ground within "the limits of the Home farms including St. Thomé and Marmalong, "without the public sanction, to take out a Grant for the same, pay- "ing the usual Quit rent from the 1st instant.

"It is therefore required that every person in possession of ground "within the abovementioned limits, without a Grant of Government, "do report the same to the Secretary of the Board of Revenue on "or before the 20th of next month when the necessary measures "will be taken for obtaining the regular Grants, and establishing the "usual Quit rent, to commence from the above date. And on failure "of compliance with this requisition, Government will be advised "thereof, and such further proceeding recommended, as may be re- "quisite to enforce obedience; or to resume the property on account "of the Company.

"In addition to the foregoing publication, it has been thought "necessary further to require that the reports of grounds in the "abovementioned predicament, (viz. enclosed without the public "sanction) shall be accompanied with an explanation of the authority, "and title, by which such grounds have been obtained, and held; "and the length of possession."

[No. X.] *Extract of a letter from the Government to the Board of Revenue, dated 1st November* 1800.

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8. We concur fully in your reasoning on the insufficiency of the title of a Choultry Court Bill of Sale, much less of a Sheriff's Bill of Sale, to exempt the parties holding ground under such tenures from

the payment of Quit rent. It will be necessary that all title deeds of this description both within and without the Black Town, should be immediately called in, and that regular Grants, if the ground exceeds one cawny,—or if under, that Certificates in the new form, should be issued in lieu of them; we therefore direct that you consider no ground whatever exempt from Quit rent, unless held under a Grant of the Government, with a specific clause exempting the holder from such payment. In such cases a Grant or Certificate will be issued on the terms of the original deed; and henceforward the Grant of Government, or the Certificate of the Board of Revenue, will be the only title deeds in force.

9. We approve of your resolution to demand the arrear of Quit rent from all proprietors of Gardens who have neglected obedience to the repeated orders of Government calling upon them to take out Grants from the period of enclosure, if made subsequent to the publication of the advertisement of the 1st January 1791; or if enclosed antecedently, to be charged from the date of the advertisement.

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[No. XI.] *Extract from a letter from the Board of Revenue to Government, dated 3d December* 1800.

The accompanying draft of an Advertisement we have the honor to submit for your Lordship's approval, notifying the resolutions of your Lordship relative to the tenures under which land is possessed in the environs of Madras, and the Quit rent hereafter to be paid thereon; calling in also the various deeds in circulation, to be exchanged for Grants and Certificates; and which we propose to publish with your Lordship's sanction.

(True Extract.)
(Signed) W. PETRIE,
&c. Members.

Government Advertisement, Fort St. George.

1. The Right Honorable the Governor in Council having taken into consideration the serious inconvenience sustained by Government by irregular alienations of their landed property in the vicinity of Madras, has been pleased to resolve that all future alienations

and enclosures of lands, without his express sanction or that of the Board of Revenue, obtained through the prescribed channels and forms, shall be considered surreptitious, and *subject to immediate resumption.*

2. And whereas it having been erroneously concluded that documents issued by subordinate and delegated authorities, cancelled the right of Government to the usual demand of their share of the produce of the soil, or what for public convenience has been commuted for it, the payment of a small annual Quit rent—the Right Honorable the Governor in Council has resolved, that no tenure whatever shall preclude the holders of land from paying that assessment, excepting such lands as have been exempted, or such as his Lordship in Council shall by formal Grant, be pleased in future to exempt.

3. Furthermore, as the tenures by which landed property is now held are various, undefined, and irregular, the Right Honorable the Governor in Council with a view to confirming those now possessing land under various tenures, has deemed it expedient, both for public and private convenience, to require all persons holding Choultry Court Bills of Sale, Sheriff Bills of Sale, and deeds of every other description, excepting the legal Grants of the Governor in Council, to surrender them to the proper officer upon requisition, and to direct that they at the same time make application through the Board of Revenue, for the legal Grants of the Company.

4. The Right Honorable the Governor in Council having been pleased to empower the Board of Revenue to issue and register Certificates for spots of ground of one cawny and less, for the accommodation of individuals possessing that extent only, notice is hereby given that Certificates will be issued on application at the office of the Board of Revenue, and all persons are accordingly required to surrender their Bills of Sale to the officer authorized to require them.

5. It being the intention of the Right Honorable the Governor in Council, that the Grants of Government, and the Certificates issued by the Board of Revenue, shall be the only acknowledged deeds by which land is to be held in the environs of Madras, it is hereby

promulgated for general information, and all persons are required to take notice accordingly, that when a sufficient period shall have elapsed for persons duly to comply with their resolutions, no tenure of any other description will be considered legal, and when in any instance, the party being called upon, cannot produce such regular documents, an inquiry will be instituted as to the original alienation, and the ground if illegally alienated, *will be resumed*, as the right and property of Government.

6. Whereas several Advertisements have been published for public information since the 20th January 1791, when all persons not in possession of Grants from Government were required to take them out, to which attention has not been paid, it is hereby notified, that the Right Honorable the Governor in Council has resolved, that all grounds which were enclosed prior to the 1st January 1791, and for which Grants have not been taken out, shall pay Quit rent from the 20th January of that year; and that all grounds enclosed subsequently to that period, for which Grants have not been taken out, shall pay a Quit rent from the date of enclosure.

7. The Right Honorable the Governor in Council has also been pleased to direct that a Register shall be opened and kept at the office of the Board of Revenue, for the transfers and mortgages of Certificates of landed property in the environs of Madras, in the same manner as within the Black Town wall.

By order of the Board of Revenue.

(Signed) J. B. TRAVERS,
Secretary.

[No. XII.] *Extract of a letter from Government to the Board of Revenue, dated 13th December* 1800.

We approve the Advertisement you propose to publish, calling in the different title deeds under which ground is now held in the environs of Madras, and direct that it may be published accordingly.

(True Extract.)

(Signed) CLIVE.
(„) W. PETRIE.
(„) E. W. FALLOWFIELD.

[No. XIII.] *Extract from Report of Mr. S. Lushington on Tinnevelly, dated 29th December* 1800.

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90. In a former part of this Report I expressed my intention of offering for your consideration some reflections upon the introduction of the Permanent Settlement* in these countries. These observations will have no reference to the system itself, more than to express that respect which must be universally felt for the enlightened principles upon which it is founded; and especially by Collectors, who, with hourly experience of disorders and embarrassments of the present modes of finance and justice, cannot but anxiously desire and promote a system which brings relief from these evils, and places the honor, security, and advantage of the Company's Government, upon the only solid basis on which it can rest,—the happiness and prosperity of the people.

91. The observations I have to offer, apply exclusively to the opinions entertained as to the *right of property in the lands* of the country in general, at the present day: opinions which claim to be attentively considered, before changes founded altogether on the faith and force of them are finally determined on. I understand it to be a fundamental and leading principle to the introduction of the new system, as defined in your instructions, that all lands denominated Havelly are the lands of Government; and that all the lands denominated Pollams, are the lands of the Poligar. That the proprietary right of Government in the Havelly lands is to be sold in perpetuity to any Natives who may wish to buy it, and that the proprietary rights of the Poligars are to be confirmed to them in a most full and solemn manner; and though reservation is made, that in confirming the rights of (Zemindars or) Poligars, the ascertained rights of Talookdars or other individuals (for a description of whom I am referred to an extract from the Bengal Regulations) shall not be violated; yet in the Havellies no such reservation is particularly expressed, and upon reference to the Bengal Regulations for a description of the nature of those *rights* which the Zemindars *were to respect*, the reservation does not

* This is the Bengal permanent settlement of Lord Cornwallis, which it was proposed to introduce into Madras.—W. H. B.

appear to me to be extended so far as is necessary in these countries, (whether Havellies and Pollams) in order to secure the legitimate ends of the system, the confidence of the people, and the establishment of internal order and peace.

92. As it is in every point of view of the highest importance that the nature of the rights to be ceded to the Proprietary landholders be thoroughly understood, before the lands are sold, I shall first explain the nature of the tenures, under which all the lands of the Tinnevelly Pollams, in Ramnad and Shevagunga, distinct from mauniams and church lands* may be comprehended.

First. Villages of the *Agrahara Vadiky*—or villages of which the absolute proprietary right is chiefly held by Bramins.

Secondly. Villages of the *Pandara Vadiky*—or villages of which the absolute proprietary right is chiefly held by Soodra inhabitants.

Thirdly. Villages which having gone to perfect waste, *Soodra inhabitants* were invited to occupy and to cultivate them.

93. First, of the *Agrahara Vadiky*. This tenure usually takes its name from the Bramins, not only from their being inhabitants of the superior caste, but from the village being originally bestowed on them, and because they possess the chief authority amongst the inhabitants. It has been acquired in various ways, but chiefly it is presumed by Rulers or other personages of rank and opulence giving them originally as endowments to communities of Bramins, and by buying them from others for this particular purpose. This property has of course in the lapse of many years undergone many changes, and has been invariably transferred, sold, and purchased at the pleasure of the owners. It is essential to the validity of every transfer, that it be sanctioned and authenticated by every individual concerned in the property of his village. The property itself is denominated *pung* or *bhagum*, literally signifying share and proportion. Four of these pungs constitute what is termed a *caray*, and each village is said to consist so many *pungs*, and each individual share of so many *caray* more or less. The right of property, in the proportion of these shares, is ascertained in the village *Kosham*, which is an accurate register of this property, in the same manner as the *Iyacum* account is of its lands. The right

* *i. e.* Lands forming the endowment of Pagodas.

of *caray* rarely conveys a right to any proprietor to *any specific spot of land* in perpetuity, and whenever this practice prevails it seems a departure from the original institution. The property of the whole village is *common to the whole* number of proprietors. Every transaction of revenue, every matter of loss and gain is common to them all to the extent of their respective shares, and as they are all jointly and separately responsible for the revenue of the village, according to the strict construction of their tenures, so they are all alike equally entitled to any emolument or advantage which may arise therefrom. So tenacious indeed are they of this established right of every village benefit being in common, that a sort of lottery takes places at stated times to make a *new distribution* of village lands, by which they change owners for a certain period, until the lottery is renewed: by this means they generally continue to pass from one proprietor to another, so as to exclude effectually indeed the right to any particular spot, but to establish the right of the general body to the whole village in common.

94. Secondly, villages of the *Pandara Vadiky*. Though the Natives invariably make this distinction, it appears in fact more a distinction of caste than of tenure; since the difference is characterized by nothing more than that the influence of Bramins and their property predominates in the Agrahara Vadiky, while that of Soodra prevails in the Pandara Vadiky. The former rarely allowing Soodras to intermix in their villages, for fear their importance and estimation as a community of Bramins may be diminished by a connection with such inferior parties; and on the other hand the Soodras as carefully and jealously avoiding the admission of Bramins, from the well founded apprehension, that the Bramins however small their property, would draw to themselves too much consideration, usurp all authority, and invade their rights. This mutual suspicion and jealousy, together with religious distinction, has therefore occasioned that separation of them which is generally to be observed; and has had force to prevent what the sale and transfer of lands was so powerfully calculated to bring about, the indiscriminate existence of castes in the property of villages. For your special consideration I shall here annex translate of a Bill of Sale from one ryot to another, upon the occa-

sion of disposing of one or more shares in a village of the Pandara or Agrahara Vadiky, and accompanying, you will find translations and copies of similar documents.

The Deed usually commences with a specification of the day of the week, the age of the month, the day, month and year of the Malabar Andoo or Cycle of sixty years. The year of the Saulvaganah, Sagarthum, and the Calyoogum Æras, together with the auspicious and happy position of the Celestial bodies, and then commonly proceeds in terms to the following effect:

"I, A. B. of the village of C. containing twenty-eight shares, do hereby execute to D. E. of the same village this deed of sale: that is to say, having sold to you in this village, one share of my own six shares therein, I do hereby execute to you this deed of the full and absolute sale thereof, and you having further paid, and I having actually received one hundred chuckrums, duly shroffed in full value thereof, you are accordingly to the extent of the share now transferred and sold to you, fully to possess and enjoy all nunjah, poonjah, islands, water, stone, topes, jungles, riches, treasure, and every well which sinks beneath, or every tree that rises above the earth, with every general benefit of every sort, from father to son through every generation, as long as the waters of the Cauvery flow, vegetation lasts, or until the end of time, with the fullest liberty likewise of alienation by gift, bequest, sale or otherwise, and may you enjoy all prosperity therewith. Thus with my fullest approbation I do hereby execute to D. E. this deed of sale which is written by Permaul Pillay, village conicoply, and thus requires authentication from all the other proprietors of the village.*

(Signed) A. B.

95. This document contains within itself the best evidence of the sense which the Natives entertain of the right acquired or alienated under its sanction, by the comprehensive and absolute terms in which that right is defined; and nothing remains to be remarked, but that while its style is not the style of the present times, so the adoption of such a deed must have been the conse-

* Other similar forms of Deeds of sale, with explanations, will be found further on among these selections. Vide Mr. Ellis's Appendix.—W. H. B.

quence of the universal acknowledgment of the right it is meant to convey.

96. Thirdly. The last general division comprizes all those lands which the inhabitants are *not considered at liberty to sell.* They unquestionably form a very large proportion of the country, and are generally occupied by *Soodra* inhabitants. Though frequently confounded with villages of the Pandara Vadiky, they are very different. Whether in the early periods of Hindoo prosperity, these villages were individual property, like the Pandara Vadiky, and escheated to the State from the demise of all the proprietors, or whether they were barren wastes before the inhabitants who now occupy them were invited to cultivate, it is not possible to ascertain, or if possible, would any benefit result from it. It is sufficient for us to know that the grounds thus occupied, from the time that they were divided amongst the first settlers, have in most cases continued to pass from one generation to another; that the land of each inhabitant is as well known as his house; and that it has never been customary to disturb his possession so long as he yielded to the Ruler of the country, a certain share of his labours. The distinction of these villages from those of the genuine Pandara and Agrahara Vadiky, consists in these never having been purchased, and in there being no practices prevailing in them of *pungs*, *carays*, or *kosham*, for the lands of the village in general, or any right indeed in the inhabitants to dispose of or alienate in perpetuity the lands they occupy, as is possessed by the proprietors of the Pandara and Agrahara Vadiky.

97. From year to year each ryot cultivates his own land, unless distress come upon him, or the supply of water be partial. In the one case, he lends or mortgages his right of cultivation, to redeem it when he has again the means. In the other, (in those of nunjah land) all the inhabitants of the villages assemble, and having determined the extent of land that may be cultivated from the quantum of water in the tanks, it is apportioned out to each inhabitant according to the extent of nunjah land possessed by him in the village: when the crops have been cut, every inhabitant again returns to his own lands.

98. In explaining to you the nature of these tenures, I have not sought to avoid detail, assured that your solicitude to be thoroughly informed of every difficulty to be avoided in the Permanent Settlement of these countries, will prompt a favorable construction of any apparent prolixity in the details transmitted to you of their present actual state.

99. In tracing their past situation, it is not to be discovered that during the revolutions of many ages, from the reign of their first Princes until the final downfall of the Hindoo authority, any question ever existed in any stage of the Hindoo history, as to the *right of the people to the lands of the country*, excepting villages or lands totally waste, and that had escheated to Government. On the contrary, they appear to have been transmitted to them from the most remote era down to the present time, without interruption. These rights are supported by usages which could never have prevailed but for their universal acknowledgment; and in the repositories of their history, their laws, we find the right of the people to property in lands, repeatedly acknowledged and preserved.

100. It has been the custom to consider the Hindoo Governments of old, despotic, and regulated solely by the arbitrary will of the reigning Prince; theoretically viewed they were so, but in practice they had little of this character. The ordinances of their religion had generally the force and effect of laws, and in their operation they were beneficent and just. Even when the country was in later times ravaged by Mussulman armies, and the adoption of the laws of Mahomed into the Hindoo jurisprudence created universal confusion, and engendered continual differences in the decrees of justice, no fundamental material innovations took place in the right to landed property, (however grievous the public assessment often proved) such as I have described; and the privilege of tilling the glebe which he first broke and brought into fertility, it has never been the custom to take from the poorest cultivator, *so long as he duly yielded the public share:* it is true that infringements of this right occur more frequently in Shevagunga, and in the Tinnevelly Pollams than elsewhere, but the frequency of them has not altered the general sentiments of their injustice.

101. Reflecting therefore upon the past and present circumstances of the country, it appears to me indispensable, if we seek to conciliate the affections of the people to the new system, and to ensure its stability, that the *right of property* in the Pandara and Agrahara Vadiky be fully recognized, and that the ryot duly yielding that share of his labours, which it has been customary for him to cede to the State, be secured in his possession. The adoption of these suggestions produce two inconveniences. First, considerable detail. Secondly, less inducement to principal Landlords to purchase.* The detail would arise from the division of the lands of the Agrahara and Pandara Vadiky amongst the several proprietors of the village, in order that each man's portion might be made responsible for the jumma assessed upon it : but if the village, and all the proprietors were declared answerable for the whole jumma, such separation of interests would be unnecessary, and this plan has the advantage of assimilating to past usage. It may be urged that the country has not flourished under these tenures, and that past usage is the worst guide that can be followed. The reply to this objection is anticipated in your Board's remarks ; want of improvement cannot be attributed to the imperfection of tenures, but to that worst of all evils a variable assessment ; which has, and must for ever, prevent land from obtaining its due value, and extinguish every incitement to improvement.

102. Secondly. In regard to the diminution of inducement to the Natives to purchase : there can be no doubt that they would be more desirous of becoming principal Landholders, if they were authorized to allot, appropriate, and dispose of the cultivated lands at their own pleasure ; but (independent of the just claims of the lower tenantry to their fields) policy requires that no such right be given to them. The depravity and chicanery of the Native character does not need any illustration. We know that when they can obtain immediate advantage, they will not act for distant good, and it is hence indispensable to the success of the new system, that they can reap no benefit by defeating it. If a

* Mr. L. here refers to the purchase of lands *from Government*. It was proposed to introduce the *Zamíndárí* system, and to invite Landholders to purchase the proprietary right.—W. H. B.

Native were put in possession of several villages with the same right as landed proprietors possess in Europe, his first business would be to take all the best lands from the old ryots, sell them to new settlers, receive as much as he could of the produce of the year, and then fail: leaving to the Company as security for their revenue, villages worse cultivated than when he received them, and inhabited by strangers instead of the thrifty and judicious peasantry, whose unceasing labour would soon enrich themselves and the State, if they were certain of reaping the fruits of it. But this can never be accomplished unless the ancient ryot be secured in his right of occupancy and cultivation, subject only to such demands from the principal landlord as *custom authorizes*, or to such other written engagements as he may voluntarily enter into. To this reservation I can myself see no weighty objection, but I submit it for your consideration. It is true that whatever tends to discourage the employment of capital in the improvement of the country is to be regretted, and this the limitation of proprietary right may do in a degree; but the ease and security of the cultivators of the soil is the paramount consideration of a Permanent Settlement, and I should think that the expectation of bringing the waste lands into cultivation, of which the *proprietary right may be wholly given to the principal Landlord* and to the Poligar, will be a sufficient inducement to many men of substance to employ their capital in agricultural pursuits.

103. If it should appear to your Board that I have judged unfairly of the rapacious spirit which is likely to govern the conduct of the Poligars and of the principal landholders towards the inferior ryots, provided they be left at liberty to dispossess them, your observations need only be called to the policy which has long prevailed in the Tinnevelly Pollams and in Shevagunga, where in every fertile village will be found melancholy *proofs* of the spirit itself, and of the pernicious effects which result from it. To seize all the best lands of the country for their own farms, or the farms of their dependants, and to be utterly indifferent to the desertion of the most useful inhabitants of the country, is an imputation from which few can be excepted, and little need be said to prove the miserable state of agriculture in their hands compared to that con-

ducted by a laborious peasantry, of whose services they have been so little provident.

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[No. XIV.] *Extract from the Report of Mr. Harris, Collector of Tanjore, to the Committee, dated 9th May* 1804.

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8. The persons constituting the tenantry are called *meerassadars.*

9. The station of a meerassadar is, essentially, the same as that of an agricultural farmer in Europe. Several circumstances, from custom, occasion a difference between them, and are strong and remarkable. I need mention here only three of those circumstances.

10. First.—In Tanjore, a meerassadar disposes of his station at any time and in any manner he pleases. He disposes of it too, and quits it, without being bound to give to any one, notice of his transfer and departure. Like him, his successor superintends its cultivation, and pays its revenue. Government knows nothing of his relinquishment, and if they knew of it, they would not care about it. Here, as in Europe, the proprietorship of the land belongs to Government, *or* to the landlord, and he who is entrusted with the duty of making it productive, lives upon it and cultivates it, so long as he pays its revenue, and no longer. But this *occupation* of it, while the superior is satisfied, has been converted by the meerassadars into *a right.* They have made the right a property, and they retain, sell, lend, give, or mortgage, according to their inclination, the whole or any part of it.

11. Secondly.—Almost every where in Tanjore, the labourers under a meerassadar have a proportioned share in the produce of his land. They are called *poragoodies*, and that share is therefere called *poragoody-waurum.* In some few places, a meerassadar's labourers are slaves, and he allows them, not a proportioned share in his produce, but a daily allowance in money or grain. Therefore the poragoodies are interested in every crop, but the slaves do not care whether it be a good or bad one. The poragoody-wau-

rum to the poragoodies, and the allowance to the slaves, are granted for the labour of cultivating. In every other work the poragoodies and slaves fare alike, and are considered as coolies. When employed on the *Circar-muramut*, they receive from the Circar, and when employed on the *Coodee-muramut*, they receive from meerassadars daily hire at fixed rates. There are some meerassadars, but still far fewer even than those engaging slaves, whose land is cultivated by their own labour, and by that of their relations.

12. Thirdly.—Attention is here required only to those meerassadars whose labourers are poragoodies, and who are nearly the whole tenantry of the province. In every country and in every possession, it is usual for the master to find the stock, and for his servants to do the work, but in Tanjore, and in agriculture, the servants do the work and find the stock too. Therefore if any calamity fall on the stock, the loss elsewhere only diminishes the property of the often wealthy master, but it here destroys the whole subsistence and chattels of the impoverished servants. Every accident stops, and every misfortune kills, their industry. The cultivation, which being the source of general life and property, is made in better conditioned countries to rest on the capital of an established class of men, depends in this province on the rude, broken, and fleeting materials of the lowest of mankind. The cattle, the seed, and all implements of husbandry, are purchased and maintained by the poragoodies alone. From this circumstance, it may be supposed that the share enjoyed in the produce by these people is large. In other parts of India, according to every information I have been able to obtain, a village is in its ordinary state when its meerassadars supply stock to their land, and cultivate it either by the labour of themselves and relations, or by that of slaves; and a village is in an unusual state when some meerassadars have in it land too extensive for them fully to manage, and when others entirely give up their cultivation in it, and engage, on the spot, or at a distance, in manufactures, commerce, or the service of Government. On such occasions, those who have more land than they can cultivate, derive the full return of their stock and labour from what they *do* cultivate, and those who take up another profession, draw from it more than they

would from agriculture. Both these descriptions of people therefore, regard the land which they are unable or unwilling to cultivate, as a possession which they have no longer a natural right to hold, and resign it. They call in poragoodies, to whom they deliver it over, with the entire labour, expense, risk, and profit of cultivating it, reserving out of its crops only a small *toondoo-waurum*, sufficient as an acknowledgment that they are the *owners* of it, and may resume it when they please. The said assessment is never more, but often less than 5 per cent. of the net produce. In Tanjore the name of poragoody signifies indeed those to whom land is relinquished, but this is the ordinary and settled state of the province, and the meerassadars instead of being contented with 5 per cent. of the net produce, claim and receive nearly half the coodee-waurum. Under the Mahratta management, the coodee-waurum was 40 per cent. and they had 20, and in some places even 25 of it. At present the coodee-waurum varies between 50 and 60 per cent., and they receive from 23⅓ to 26⅔ of it. Of these meerassadars, nearly all engage in no business, and the few who resort to any manufacturing, commercial, official, or military profession, enjoy not only the income of it, but the said exorbitant portion in the produce of the land which they have abandoned to the labour of others. However, *they have some functions* which it is necessary to describe. According to their present situation, to pay for the coodee-muramut, and the field-lakes,* and to see that the cultivation is properly performed, is their peculiar, natural and permanent *duty*, but instead of performing it, they use their endeavours to prevent its being done by the orders and even assistance of the Circar. This they do on account of their contentions, vice, and indolence, and principally because before the establishment of a Rent; they wish their land to yield little, so that the future tax on it be low.† They too it is who pay the regulat-

* Paddy fields banked up high, and forming temporary reservoirs for the neighbouring fields. They are themselves subsequently cultivated.—W. H. B.

† Mr. Harris means to say, that as is was proposed by Government to Rent the villages, the Mírasídárs wished to depreciate their value, in order that they might get them at a low Rent.—W. H. B.

ed *naut-sellavoo* and *batta*, but these expenses now are only temporary and after this Fusly, will cease. It is they also on whom all exactions fall; but they at present submit to none which they do not pay out of some fraud on the Circar. Under the Mahratta Government they were heavily oppressed. In their actual state they may be looked upon as men *between farmers and landholders*, who have raised themselves above the labour and expense of cultivation, who are too idle even to superintend it, and too avaricious to pay for its small works; who obstruct it by their contentions and policy, who are willing instruments to the public servants for the plunder of the Circar revenue, and who differently from the custom of every other country even in India, consume nearly half the subsistence which should go the strength and population of the most useful class of the people. This peculiar evil arose from the peculiar heaviness in the tyranny of the late Mahratta system. Without relieving themselves from the expense, and taking a large portion of the profits of cultivation, it was impossible for the meerassadars to bear the injustice of Government. The evil as it sprung from a defective system of administration, has diminished, and is likely of its own accord to fall during the progress of an efficient one. Violence appears not necessary. During the period of my service, nothing has been taken from the meerassadars. On the contrary they have received numerous and material benefits, but I have assigned a larger portion of those benefits to the poragoodies. These people will thus acquire a sense of the right of stock and labour. The future renters, whoever they may be, will perceive and demand the right of rent; the meerassadars must become either labourers, farmers, or landlords; and their present station which entitles them to neither of those names, cannot but experience in the natural course of events, a gradual dissolution. This peculiarity alone seems sufficient to account for the extraordinary degree of vice in Tanjore. The power of the meerassadars to acquire property without working for it, evidently gives them leisure to increase it, according to their education, by fraud and violence of every kind.

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[No. XV.] *Memorandum submitted by Col. Blackburne, resident at Tanjore, to Lord Wm. Bentinck on the subject of Mérási right; dated 27th December* 1804.*

In obedience to your Lordship's commands, I take the liberty of laying before your Lordship the opinions which I have formed on the subject of the *meerassadars of Tanjore.* It is not my intention to state any circumstance connected with this subject, unless my general experience in Tanjore, or the result of particular enquiries which I have made, shall have furnished me with some degree of proof of its correctness. I am, however, sensible that I am writing upon a subject to which the late Collector† must have given his unremitting attention for four years past, and on which his sentiments and mine are in complete variance. I entreat, therefore, the kind indulgence of your Lordship.

Meerassee is a Persian word, signifying *an inheritance*, and is properly applied to *all* subjects of inheritance indifferently. In Tanjore, its meaning is confined, in general, to an inheritance of *land*, cultivated for the mutual benefit of the Government and the meerassadar. The term meerassee appears to have been introduced into Tanjore by the Nabob's officers in the years 1774 and 1775. It fell into disuse after the restoration of the country to the authority of the Rajah, and it is not to be found in the Revenue accounts or records of the Rajah's Government, either before or since the period above mentioned. It was brought universally into use by Mr. Harris, at the commencement of his administration. The Marattah term for the right of cultivation of a portion of land, is Coonabov,‡ with which the Persian term, in its limited signification, exactly corresponds.

The right of cultivating the land, *subject to the payment of the Government share* of the crop, appears to me to be a real property, inherent in the meerassadars of Tanjore; as much as is any landed property in England, in the proprietors, who also are liable to the payment of *tithes, land-tax, county-rates, &c.* It possesses all the

* This paper was found by me among the records of the Resident's Office at Tanjore.—W. H. B.

† Mr. Harris.—See previous Paper No. XIV.

‡ Kunbává.

essential qualities of property. It has been respected as sacred by every successive government in Tanjore. In its origin, it was probably derived from the grant of the sovereign, but its origin is anterior to all the written documents in Tanjore, and I have sought in vain for some traditions, or other information that might enable me to ascertain it. The antiquity of the Coonabov, or meerassee, as it is now called, is undisputed, and there is no tradition of any change having been made in the nature of the tenure.

The meerassadar sells, mortgages, or transfers, the whole or any part of his land to another person, without any reference to the Government, or application for its consent or permission.

In the deeds of sale or transfer, delivered on this occasion, there is no mention of, or reference to the authority of the Government.

When a meerassadar dies, his son, or heir, enters immediately into the possession of his land, without any order or sanction from, or reference to the Government, and without the payment of any fine or acknowledgment whatever.

The right to the meerassee is constantly brought into the Courts of the Collector, as it formerly was into the established Courts of the country. It is claimed, defended, and decided upon, as regularly as any question relating to any other species of property.

For debts to the State, or to individuals, it is seized by the decree of the Collector, or of the Courts, and sequestered or sold, as the case may require.

If a meerassadar abandons his land, *the Government grants it to another person.* This is a circumstance which has never happened, except in times of war or famine, or in consequence of some particular oppression. In the invasion of Hyder Ali the meerassadars, in general, fled or concealed themselves. Those who did not, were murdered, or sent into the northern parts of Mysore. Of the latter description several made their escape during the first war with Tippoo, and returning to Tanjore, demanded possession of their lands. In cases where the land had remained unoccupied and uncultivated, no difficulty occurred. In cases where new occupants under the authority of the Government had restored the cultivation of the land, the claim of the old meerassadars was resisted, or full compensation was demanded by the successors for

their labor, the buildings which they had erected, and all other expenses which they had incurred. The Government, in all cases, adjudged the right to be in the old meerassadars, but decreed the compensation to the new occupants. The old meerassadars being, in general, unable to make this payment, and destitute also of cattle, slaves, and funds, to support the cultivation, were obliged to accept in full of their claims, the sum at which the land was valued, when the recent occupant was authorized to cultivate it. This sum, was of course very small, in consequence of the devastation committed by the enemy upon the land, and its neglected state for a considerable time after.

Numerous sales, mortgages, and transfers of meerassees have taken place since the last treaty between the Company and the Rajah, as well as in all times antecedent to that event. The Collector was never referred to on any occasion of this nature, and probably did not conceive that he had any right to interfere in it. Very recently the Rajah made several purchases of meerassee, which he has granted in perpetuity, as an endowment, to a pagoda, and a charitable institution lately erected by him.

When a *survamaniem*, *ardhamaniem*, or *srotriem*, was granted by the Rajah, to any person or pagoda, the property of the meerassee, and the rights of the meerassadar, were not in the least affected by the grant. The grant was for the whole, the half, or any other portion of the *Government share* of the produce: the meerassee is entirely unaffected by this. The exclusive right of cultivation is untouched, and the holder of the grant cannot exact from the meerassadar an iota beyond the legal and authorized Government share of the crop. All this is so much in course, that in the Government grant, no mention whatever is made of the meerassee. The Government grant conveys the revenue of the Government. There is no necessity for making, in such a grant, any reservation in favor of the rights of the meerassadar, for those rights are already under the safeguard and protection of the law. It is true that the survamaniemdar and the meerassadar commonly quarrel about the cultivation of the land, and their dissensions frequently end in their mutual ruin: sometimes they are adjusted or obviated by the purchase of the meerassee by the survamaniemdar,

or by the purchase of survamaniem by the meerassadar, or by the mutual relinquishment of corresponding portions of each.

A stranger purchasing an estate will stand exactly in the same relation to the meerassadar, as does a survamaniemdar.

Many of the meerassadars of Tanjore are opulent, and a great majority of them are in circumstances of ease and comfort. They may be considered as approaching very nearly to the state of wealthy and independent landholders, the establishment or creation of which appears to be one liberal object of the new Revenue Regulations. Few indeed of the meerassadars are under the necessity of labouring on their own land. They actually compose a distinct order of society, between the Government and the mass of the people. They already possess an hereditary and valuable stake in the country. If the Government share of the produce of the land be sold to them, they will infallibly become rich in a few years. Their talents, experience, and energy in the cultivation, and improvement of their land, will have full scope; they will be uncontrolled and unimpeded in their progress; there will be no rivalship, no clashing of interests, no temptation to the exercise of injustice, oppression, or fraud; the rents will be punctually and cheerfully paid; the affections of the people, and the internal control of the country, will be secured to the Government.

If the estates are sold to strangers,* the purchasers will not rest until they obtain the meerassee right also. The contention that must ensue, will be attended with much immediate injury to both parties, with ruin ultimately to the meerassadars, with the loss of revenue, and of the affections of the people, to the Government. The result of all this mischief and destruction, will be the substitution of a stranger in the place which the meerassadar would have filled, with many more advantages to the Government, and to the country, and without the smallest injury or inconvenience to any one.

An able minister of Tooljajee Rajah (Baba) anxious to avoid the destructive effects which invariably attend on *amanee* collection of revenue, and unwilling to undertake the labor of making a settlement with every individual meerassadar, divided the country into

* See note, p. 83.

estates or *pathakums*, and let them to the best bidder, for a fixed rent, payable in kind. The agreements with the pathakadars were renewed every year. This system of management prevailed generally, from the latter years of Tooljajee's reign, to the surrender of the country to the authority of the British Government.

Mr. Harris, in the early part of his administration, abolished it, and received and merited the approbation of the Board of Revenue. It was a defective and vicious system, amply productive of misery to the cultivators, and operating uniformly as a bar to every improvement in the country. The pathakadars who were either *savookars*, or more frequently meerassadars, supported by the credit of savookars, employed their authority, influence, and funds, in extending their meerassee possessions. The authority of the Government, which was partially entrusted to them, was often exercised in acts of violence and oppression. If remissions were granted by Government for a failure of the produce of the land, the pathakadar generally contrived to intercept the proportion of the bounty which the meerassadar was entitled to; if the meerassadar wanted money to pay a demand of an anticipated revenue, or for occasional expenses in his family, the pathakadar was ready to supply him, at an interest of two or three per cent. per month; when the principal and interest amounted nearly to the value of the meerassee, payment was rigorously demanded, and the meerassee was transferred to the pathakadar. The ancient pathakadars are now amongst the most opulent of the meerassadars.

It is important to ascertain exactly the relative situation of the *Poracudees* of Tanjore to the meerassadars. I hope, therefore, to be excused by your Lordship for adding a few words on this subject.

The Poracudies are the labourers of the soil, under the particular appointment and orders of the meerassadars. Their name signifies *foreign labourers*. They are the servants of the meerassadars, serving for stipulated wages, sometimes receiving cash, but generally a proportion of the crops, as a spur to their diligence and labour. The meerassadar has a perfect right to discharge them for misconduct, or when he no longer requires their services. No Government in Tanjore, antecedent to Mr. Harris's, ever inter-

fered between the meerassadar and poracudi: unless to compel the performance of their voluntary agreements with each other. The poracudi was responsible to the meerassadar alone, for every thing relating to cultivation. The meerassadar alone was responsible to the Government, which neither enquired nor cared whether he cultivated his land by the labour of slaves, the labour of himself and his family, or the labour of poracudies. The agreements between the meerassadars and the poracudies, and the percentage allowed to the latter, varied in different parts of the country, influenced by the nature of the soil, the price of provisions, and the demand for labour; but as every thing in this country tends to permanency, the agreements once made, were usually continued without the form of a renewal; and there are many meerassees in the country, on which one or more families of poracudies have served the meerassadar and his ancestors, for many generations. Mr. Harris endeavoured to raise the poracudies from the state of servants to that of equals and rivals to the meerassadars. He augmented and fixed uniformly their percentage, and seemed latterly to consider them as entitled to equal privileges with the meerassadars. He praised the one because he saw them in the fields working hard, for the price which they received for their labour, and he censured the other, because (being able to hire labourers) they did not work in their fields themselves.

I take the liberty of enclosing correct copies of three Bills of Sale of meerassee land.

I have the honor to be,
My Lord,
Your Lordship's most obedient
humble Servant,
WILLIAM BLACKBURNE.

[No. XVI.] *Extract from the Report of Mr. Wallace on the Settlement of Tanjore, for Fusly* 1214, *dated* 1*st May* 1805.

20. The landholders of Tanjore are distinguished by the name of *meerassadars*; it may be superfluous to add, that this term implies the holder of an *hereditary right*. The body of meerassadars is composed of individuals of all the castes and distinctions into

which the Hindoos are divided, as well as of Mahommedans and Native Christians.

21. Of Brahmin meerassadars it is computed that there are in Tanjore 17,149. Of Soodra, including other Hindoo, and Native Christian meerassadars, there are 43,442, and of Mahommedan meerassadars there are 1,457. The total number of meerassadars is computed at 62,048; but this number is liable of course to increase or diminish with the division or sale of their lands.

22. The villages of Tanjore are held by the meerassadars in one or other of the three following manners—1st. Villages, the whole of the lands of which are held by one individual meerassadar, are termed *Yaickbogum*; there are 1,807 of this class. 2ndly. Villages, each portion or share of which is cultivated, and separately enjoyed, by one or more individual meerassadars, are termed *Paulbogum*; each meerassadar in these villages is responsible for the cultivation and revenue of his own share only: there are 2,202 Paulbogum villages. 3rdly. Villages, the lands of which are held and cultivated, either conjointly by a number of meerassadars, or separately by an individual meerassadar, but the produce of which is *always enjoyed conjointly* by all the meerassadars of the village, according to the respective shares which they hold of the lands thereof, are termed *Summadayum*. As in these villages the whole produce is enjoyed in general, though not equally, by the meerassadars, without reference to the exact produce of the land of each individual, so the whole of the meerassadars are jointly responsible for the revenue thereof. There are 1,774 Summadayium villages in Tanjore.

23. The Yaickbogum and Paulbogum tenures, appear well calculated in themselves to afford encouragement to industry, by securing to each meerassadar the full return of his exertions to make his own lands as productive as possible. The Summaydayum tenure appears, on the contrary, to discourage all attempts at improvement, by not only not securing to the industrious and active the full fruits of their labour, but by extending to them the evil effects of idleness and apathy, in any one of their fellow meerassadars.

24. The Yaickbogum holder may sell or otherwise dispose of all, or of part of his village; in the latter case it will become Paul-

bogum. The Paulbogum holder may dispose of all or part of his portion of the land of a village. The Summadayum holder may dispose of his portion of the lands, or of the interest in the gross produce of his village.

25. The interference in the cultivation of the lands by the meerassadars, is either direct or indirect. They interfere with the cultivation directly either when they follow the plough, and execute agricultural labour themselves; or when they employ Pullers or slaves, or dependent labourers, in the tillage of their lands. The lower or poorer classes of Soodra meerassadars alone follow the plough. The Brahmin meerassadars cannot, and the upper classes of Soodra meerassadars will not, personally engage in the labours of agriculture.

26. The meerassadars interfere but indirectly with the cultivation of their lands when they confine the tillage to a class of people termed in this quarter, *Poragoodies*. The poragoodies are an inferior class of Soodras, devoted to the business of agriculture. In Tanjore there are *two classes* of poragoodies; one, which by cultivating the lands of a particular village from generation to generation, has acquired by prescription and tacit acknowledgment a *right to continue in the cultivation* thereof, which the meerassadars never think of disputing, but which the poragoodies of themselves, sometimes, though very seldom, renounce. The other class of poragoodies are those who engage with the meerassadars on terms similar to those of the hereditary poragoodies for the cultivation of the lands, but whom the latter *can eject at pleasure*.

27. Although the meerassadars in employing either class of poragoodies, renounce all interference in the actual business of tillage, it is not to be considered as a consequence, that they neglect the management of their lands. On the contrary they superintend and direct the labours of the poragoodies in all the particulars of rural economy. Their engagements with the poragoodies are not for a fixed quantity of grain, or a determinate sum of money. The poragoodies have an active and direct interest in cultivating the lands of the meerassadars in the most beneficial manner, as a fixed proportion of the produce is the only remuneration which they have to look to for their labours. This propor-

tion varies in different villages. It is not any where less than 22 per cent. of the gross produce, nor more than 30.*

28. The poragoodies, in consideration of this allowance, have to supply the whole agricultural stock necessary for the full cultivation of the year. Seed grain, ploughing cattle, implements of husbandry, are found by them. In cases where from the improvidence of the poragoodies, or the badness of the season, or a mortality among the cattle, they are unable to supply the agricultural stock, advances are made to them either in grain or money by the meerassadars, for the supply of whatever may be deficient, and this advance is subsequently made good by the poragoodies at the time of harvest.

29. There are in Tanjore 1,012 villages that are cultivated directly by the meerassadars without the intervention of poragoodies; there are 1,898 villages cultivated by poragoodies alone; and 1,923 villages which are cultivated partly by meerassadars directly, and partly by poragoodies. Of the computed number of poragoodies engaged in the cultivation of the soil, about 28,323, it is supposed are engaged in the lands of Brahmin meerassadars, and about 18,989 in the lans of Soodra and other meerassadars. The total number of poragoodies are estimated at about 47,312.

30. It is to be remarked that many poragoodies not only apply their own personal labour to the business of tillage, but that in numerous cases, they likewise promote the cultivation by the means of Pullers or slaves, whose services are entirely at their disposal.

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115. *Pottahs* will be issued in the present Fusly to every individual meerassadar, who is separately responsible for the revenue of his lands. The division of the rent of each Paulbogum village on the lands of each meerassadar, has been left to the meerassadars themselves; nor is any injustice to be apprehended in Tanjore from this measure, as the meerassadars are too independent of each other to submit to any over-assessment by any of their own body. Besides the influence of Nautamgars is unknown in Tanjore. It would have been impossible for me to have fixed the

* This is after they have paid the Mírásidárs their *Tunduváram*.—W. H. B.

assessment on the lands of each individual myself; and to have left it at the discretion of the native servants, under the plan of settlement I have been obliged to adopt, would have been to open the door to the most corrupt practices, to have excited endless litigation, and to have entailed on myself the investigation and decision of the claims of the whole husbandry of 1,774 villages, which would have occupied the whole of my time.

116. The meerassadars have *apportioned among themselves* according to their own rules and usages, the amount of the *jumma* of each village. When they have completed their arrangement, it is my intention to have the accounts of the division of the rent sent in, and examined, and pottahs according to the lands and amount of the rent of each individual will be then issued to each meerassadar. By this means I shall obviate the litigation, confusion, and delay, which would have arisen infallibly, if pottahs were issued at the early part of the settlement; while authentic documents of the amount payable by each individual, according to the *rules and usages of the different villages*, will be acquired with a precision and correctness which could not be looked for if the meerassadars were called on formally to make out their accounts for the purpose of their being made official records of the payments of each individual. The object of informing each individual at the commencement of the year, what revenue would be demanded of him, will not, it is true, have been attained in the present Settlement, but this, however desirable it may be, was, as I before said, impossible for me—under the circumstances of this Province when I received charge of it, and considering the very advanced season of the year when I was nominated to the charge—to effect in a manner at all satisfactory either to myself or to the people.

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[No. XVII.] *Extract from Mr. Wallace's Report on Tanjore; dated 8th September* 1805.

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5. Without entering on the question of who is *proprietor of the soil*, I will content myself with stating, that immemorial usage

has established, both in Tanjore and Trichinopoly, that the occupants whether distinguished by the names of meerassadars or mahajenums, have the right of selling, bestowing, dividing and bequeathing their lands, in the manner which to them is most agreeable. Whether this right was granted originally by the ancient constitution of the country, appears to me not worth considering at the present day. I think it a fortunate circumstance, that the right does at present exist, whether it originated in encroachment on the sovereign's rights, in a wise and formal abrogation of those rights, or in institutions coeval with the remotest antiquity. It is fortunate that at a moment when we are consulting on the means of establishing the property and welfare of the numerous people of these Provinces, we find the lands of the country in the hands of men who feel and understand the full rights and advantages of possession, who have enjoyed them, in a degree more or less secure, before the British name was known in India, and who in consequence of them, have rendered populous and fertile the extensive Provinces of Tanjore and Trichinopoly.

6. The class of proprietors to whom I allude, are not to be considered as the *actual cultivators of the soil*. The far greater mass of them, till their lands by the means of hired labourers, or by a class of people termed *Pullers*, who are of the lowest caste, and who may be considered as the slaves of the soil. The landed property of these Provinces is divided and subdivided in every possible degree: there are proprietors of 4000 acres, of 400 acres, of 40 acres, and of one acre.

7. I would propose; 1st, that the proprietary right on the soil already possessed by the meerassadars, mahajenums and reyuts of Tanjore, be formally confirmed to them by a public act of Government. 2ndly. That a quinquennial settlement be formed with each proprietor in Tanjore. 3rdly. That this settlement shall have for a basis, in the manner hereafter stated, the average produce of the village in Fuslies 1210-11 and 12. 4thly. That the proportion of the Government right in the soil be paid at a rate varying from 40 to 44 per cent. in lands watered by *rivers*, (on the grounds mentioned hereafter,) at 44 in land watered by *tanks and varies*, and at 40 in lands watered by the *falling rains*. 5thly.

That a modus or rate of commutation for these proportions of the average produce, shall be fixed on the average of the Thundanee or commutation rates of 1207, 1208 and 1209, which were the three last years of the Rajah's Government, in which the prices were low,—and of the Sirkar selling prices of 1210-11 and 12, the first three years of the Company's Government when the prices were moderately high. 6thly. That the principles of *produce*, *proportion* and *price* shall be applied to each field of each village, and that the amount of the tax thus fixed, shall be collected on each field brought under cultivation. 7thly. That the lands of each meerassadar shall in all cases be responsible for the tax fixed on them, in default of the payment of which such portion of them as shall answer the balance shall be liable to sequestration and public sale in payment thereof, as well as all other property belonging to defaulters, the latter being always first liable to sale, and the land only in case of the other property not yielding a sufficient amount.

8. By declaring the meerassadars the proprietors of the soil cultivated by them, in a formal act of the Government, a security will be given to property which cannot but be beneficial; it were useless to dwell on the advantages of a measure which will confirm that principle which is the very life of industry, and without which, there may be labour, but there cannot be improvement.

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22. The present *sotuntrums* and *mauniams* amount to about 12 per cent on the gross produce, and they are now borne jointly by Government and the meerassadars. They may be divided into three classes. 1st. Sotuntrums for agricultural purposes. 2ndly. Those in support of certain village officers. 3rdly. Those for charitable and religious purposes, and for the maintenance of the Police.

23. The agricultural charges amount to about 7 per cent. of the total 12. They consist of the hire paid to coolies employed in reaping the crops; and of certain harvest fees (called *calavaday* or gleaning) which are paid to those who attend the treading out, measuring, winnowing and stacking of the grain.

24. In an arrangement which has for its object the settlement of a land tax on fixed, just and moderate principles, it appears to me that the charge for reaping, winnowing and stacking the crops ought to be paid in common with other agricultural charges by *the owners of the land*, or by their under-tenants as they may settle between them.

25. In an *aumanie* management, when the Government has as direct and immediate an interest in the produce of the lands, as the meerassadars can possibly have, there may be some reason for charging Government with its proportion of expenses which are incurred in securing that produce which it divides with the subject. But when the supreme authority renounces all interference in the details of agriculture, and all claims to a share of the profits of increased industry, or of favorable harvests, for a just compensation; *all* charges such as those under consideration, should, in my opinion, be borne by those, whose business and interest it is to reduce them as low as possible, and who alone can judge of their expediency, or be assured of the fidelity with which they are applied.

26. Although a deduction is made for the purposes under consideration, which operates as a charge on the revenues of $3\frac{1}{2}$ per cent., still little doubt is to be entertained, but that a considerable portion of this deduction is never applied to the purposes for which it is granted. The meerassadars allow to the reapers and gleaners whatever they please of the sotuntrums, and appropriate the remainder to themselves. Under the aumanie management where there was a Sirkar servant in almost every village, by whom the getting in of the harvest was superintended, the due appropriation of the agricultural sotuntrums might be secured; but when this check does not exist, the result which it occasioned, is not to be expected.

27. For the foregoing reasons I recommend that no deductions on account of agricultural charges, be made from the standard grain assessment at the period of Settlement.

28. I do not mean by this recommendation to extend the measure to a formal abolition of the allowances in question, I would rather let them stand as a general regulation. The increased fixed

warum will enable the meerassadars to meet the additional expense thereof with perfect ease to themselves.

29. The sotuntrums to village officers, amounting to about $1\frac{1}{3}$ per cent. of the gross produce, appear to me to be likewise of a nature not justly chargeable, in any respect, on the Sirkar. The officers are the *taliar* or watchman; the *naut conicoply*; the village doctor; the village washerman; the village barber; the village peon or shepherd; the carpenter; the smith; the *vettian* who attends the distribution of water in the fields; the *totee* or scavenger.

30. The designations of these village servants will show them to be of a nature not connected with the public, except the taliar, who besides his sotuntrum, has other allowances from the *cowlgar*. Many of these servants here enumerated are not kept up in very many villages, although the charge on the revenue is invariably made for them.

31. I would recommend that the whole of these charges be placed to the *account of the meerassadars*, they being responsible for the maintenance of the vettians, taliars, totees and peons in all cases according to the allowances hitherto fixed. The Curnums are provided for by a fixed monthly pay.

32. The allowance called *pitchay*, or for the support of the poor, may, in my opinion, be abolished, the Sirkar undertaking to appropriate a certain sum annually for the support of the poor.

33. A poor fund in every village only encourages idleness and beggary. The due application of it to objects of real charity cannot be enforced; experience has proved that it will be given, not only to those who are not poor, but that it will be taken by the rich who have the distribution of it. A few alms-houses maintained in each of the principal towns, will answer all benevolent purposes in a manner infinitely more beneficial, than that of having them spread, with probably insufficient means throughout all the villages of the Province, liable to all the abuses inseparable from such institutions, when by strict local inspection, care is not taken as to the due application of the funds.

34. The amount thus abolished or transferred to the charge of the meerassadars, will be about 9 per cent. of the gross produce of the country. To pay the whole of these charges, supposing the

reaping cooly, and gleaning fees, to be discharged *in full*, and the *whole* establishment of village servants as before enumerated to be maintained, the meerassadars will be fully enabled, by the very considerable increase which I have proposed in the warum to be assumed as their right, in fixing the rates of assessment on the lands. The *whole increase* of these charges, as they affect the meerassadars, will not exceed 4½ per cent. I have proposed to raise the warum 4 and 6 per cent. in the least productive lands, and 2 per cent. in the most fertile. This will leave the meerassadars a *fixed* right in the soil, greater than they have ever had before, in the proportion of 40 to 52, even supposing the Province not to yield more than the moderate grain standard, which I have proposed adopting.

35. A modification of the *general charges* as they may be termed, I would propose as follows. 1st. For the maintenance of Pagodas and Brahmins 1½ per cent. of the standard gross produce. I mean that the whole of the present charges on account of Pagodas and Brahmins, including *mohins* and pensions, shall be defrayed to the full extent of this centage, should they exceed it: the amount to be borne by Government, should the expenses fall short of it: the surplus to be applied to the building and repair of Choultries, and to the repair of Pagodas.

2ndly.—For the maintenance of a Police for the support of the country 1½ per cent. Any surplus charges to be supplied by Government. In the event of any surplus funds remaining after defraying the charges, they are to be applied to public works connected with the Police.

3rdly, and lastly.—I would propose that 2 per cent. be laid aside for the purposes of executing and repairing such works as are necessary for securing a full and sufficient supply of water to the country.

36. The repair of mounds and banks of earth, of sluices and weirs of masonry, the excavation of the water-courses, which spread the fertilizing streams of the Cauvery and its branches throughout the country, and of those which carry them off towards the sea when too high; the rearing and preservation of the extensive plantations of *durba* grass, which serve as well to give the

currents the required directions, as to strengthen and fortify the banks, natural or artificial of the rivers, the removal of sand heaps from the heads of the rivers where they are most likely to accumulate. These are the works on which the fertility and welfare of this valuable Province depend; and the attention which they annually require, forms not the least important part of the duties of the officers of Government. The breaking of a single mound would, in more places than one, desolate one half the Province with inundation, and ruin the other half by leaving it dry.

37. The expenses attending the repair or execution of these works have hitherto been borne by the Government; and the Company since it has acquired the Province, has expended on this account the sum of 2,06,000 star pagodas.

38. It appears to me that in justice, this expense should hereafter be borne equally by the meerassadars and the Government, who equally benefit by it; and particularly that all owners *(without exception)* of lands wholly or partly *alienated*, should contribute their proportion to the support of these works, without which their lands would scarcely be worth holding. I likewise think that the provision of a fund to meet these expenses, which shall not be precarious, not be influenced by the wants of Government, but which shall be reserved wholly, and exclusively for the indispensable purposes of *Maramut* in the first instance, is an object of the highest importance.

39. In the event of any surplus remaining after a full provision for this charge, the repair of roads, which in very many places are on the mounds and banks which retain the waters in their channels, the widening and repairing of certain sluices on the roads, so as to render them passable bridges for carriages, will be objects well deserving the application of such surplus. If a full supply of water is necessary to ensure a full produce of the lands, good roads are not less indispensable to its meeting with an advantageous and ready sale.

40. The whole sum which I thus propose raising annually for general purposes, amounts to 5 per cent. of the gross standard produce proposed to be established for each individual meerassadar's land; an amount in itself trifling, but which, in the effects of a

judicious application of it, to two of the objects for which it is raised, will be of incalculable advantage to the country at large.

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[No. XVIII.] *Extract from Mr. Hodgson's Report on Tinnevelly, dated 24th September* 1807.*

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17. In this Province land is every where a species of property. The Nunjah lands are a transferable and saleable property. The Durmasenum lands are the most valuable as being held under the most valuable tenure, that is, giving a less share of the produce to Government than other lands : numerous causes of disputed right in land have been decided by the local authorities since the cession, and the Government of his Highness the Nabob always acknowledged, if it did not respect, the rights claimed by the inhabitants in the exclusive enjoyment of their property in land. From what has been said of property in land in the report on Tanjore, on Coimbatore, and by many Collectors in other Provinces, the truth of the conclusion drawn in the following extract of the introduction to the History of British India will, it is believed, be no longer disputed. " In ancient Hindustan all landed property " was held by a Grant from the Sovereign, who was called sole " proprietor of the soil and lord of the universe. But these pom- " pous and empty titles were nothing more than the gaudy colour- " ing with which the vain extravagance of oriental fancy delights " to trick up and bedaub royalty. The Hindoo kings were in fact " merely the *nominal* proprietors of the soil, and the grants of " land which they dispensed to their subjects were given in per- " petuity without any claim either expressed or implied of an ab- " solute paramount right in the property. The land holders there- " fore were in reality the *true* proprietors of the ground they pos- " sessed and cultivated, and the tenure by which they held it very " much resembled our soccage tenure in England at the present " day."

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* The foot notes marked (*a*) (*b*) &c. are in the *original*.—W. H. B.

18. The value of land as a property, must vary with the demand and the demand be regulated by the state of the Government, the nature of the rent, and the extent of the share of the Government, whether in kind or money. It must always have been more valuable where the *produce was divided* between the proprietor and Government, than where it was burthened with the responsibility of a *rent* settled on arbitrary principles. Because as no rents on long leases have ever been granted, annual rent must frequently have been arbitrary and often ruinous. A *cottah* of Nunjah land will however sell for 6 chuckrums 49-5 fanams, which may be estimated at star pagodas $24\frac{3}{8}$ per *cawny*.

19. The name by which this property is distinguished, is that of meerass or *meerassee*. This word has become familiar to all ranks since the conquest of the Mahomedans. *Swastium* is the Sanscrit word, and generally used by the Brahmins, and *Kaniachee* by the Soodras, who may not have adopted the general term meerass.

20. There are some circumstances connected with this property in the arable and waste land which I wish to explain with reference to Regulation XXX of 1802, because that Regulation does not, that I am aware of, provide for the case, while a claim to all lands *uncultivated*, free from every incumbrance or demand on the part of the meerassadars has been set up, and I believe actually exercised by many Zemindars or Mootahdars. Each swastiumdar or meerassadar considers himself proprietor (I here use the word "proprietor" in a limited sense to describe the meerassee property) of all the land of his swastium whether it be cultivated or not; that *his property in the land is not lost because he is unable to cultivaee the whole;* that for whatever land of his swastium another may cultivate, he is entitled to what in this Province, is called *sawmy bogum*,(*a*) being a deduction for him about $13\frac{1}{3}$ per cent. on the gross produce before it is divided between the pyacarry cultivator, and Government. If the meerassadar should be unable or

(*a*) To the southward it is called *swamy bogum*. In the Carnatic it is called *icara toondoo*.

unwilling to procure pyacarries(*b*) to cultivate that part of his meerassee which is waste, and the Circar or the Circar's representative, a Zemindar or Mootahdar, should assign the land to be cultivated to a stranger of its or their procuring, the meerassadar would still consider himself the proprietor of the land, claim his *swamy bogum*, and not consider his title to the land to be invalidated by his temporary inability. By allowing the pyacarry of the Circar to cultivate it, subject to the usual small fee as an acknowledgment of his property in the land, the meerassadar does not preclude either the Circar or the Circar's representative from rendering the land an available resource.

21. *Inability to cultivate, is a very indefinite term* by which to determine a cessation of right. The entire loss of his labours by contagious disease, or of his cattle by murrain, may produce inability for one year or for two, but it would be a hard case, and an accumulation of misfortunes if his meerassee was liable to transfer to another under these misfortunes, without his consent.(*c*) Upon what are the violent disputes respecting waste lands in the bounds of villages founded, if not on some right of the parties disputing to the occupancy of the ground or to some kind of property in it? The ground has often no value at the time of the dispute to either party, as refers to cultivation, but is of great value as relates to a right in it. It might not always, it is true, be the interest of the Zemindar or Mootahdar to put in a stranger, but he should not possess the power to do an unjust act because there are cases where in a mootah of a single village, the removal of meerassadars would secure an immediate benefit. If this inference be correct, there cannot exist more than there does now, two properties in land, as ascribed in a paper sent to the Board of Revenue.*

(*b*) *Pyacarries* or *Poragoodies* are cultivators coming from a distance or neighbouring village to cultivate, or persons residing in the village and cultivating, but possessing no share in the meerassee. They are known all over in India.

(*c*) See Regulation XXX. A. D. 1802.

* It is not stated what the paper referred to is. Probably Mr. Place's. See page 55, para 97 of these Selections.—W. H. B.

22. In opposition to this right, long established and enjoyed, not only here, but in other parts of the Carnatic, it has been contended that the Zemindar or Mootahdar has an exclusive right to all land *not under cultivation*, and that whatever land the meerassadar may decline, or be unable to cultivate, the Circar or its representative the Zemindar, may grant the meerassee property of that land to another,(*d*) as an inducement to him to cultivate, *without subjecting the new settler to any demand from the original meerassadar.*

23. As the Regulation does not contain any rule regarding this right, I have been induced to bring it forward in order that the subject may be discussed, in the event of its being at any time proposed to grant an exclusive right in all *uncultivated* land to the Zemindar or Mootahdar. As all meerassadars can establish their right by an appeal to *custom*, which is the foundation of law, they need not have any Regulation passed in their favour, because, if they can prove their right in a Court of Justice, which I have not the smallest doubt of their being able to do, it would be accorded to them, unless a Zemindar or Mootahdar can show a particular law to the contrary.

24. Whether the Section above referred to, contains a law to the contrary, is doubtful. The terms of the Pottahs would form the ground of refusal, and it is only in case the meerassadar refusing *just* terms, or *all* terms, that he is liable to be ousted; at least this is the construction I should put on that section. Having ousted the meerassadar, the Mootahdar would still be liable to prosecution, and be forced to prove the previous question, viz., that the terms of the Pottah he tendered, *were just* and legal, that is according to established custom. For it was not the intention

(*d*) Sec. X. Reg. XXX. 1802. "Where under-farmers or ryots may "refuse to exchange mutual engagements in writing with proprietors or "farmers of land, defining the terms on which such under-farmers or "ryots are to hold their lands, and may persist in such refusal for the "space of one month after the prescribed pottahs may have been offered "in the presence of witnesses, by the proprietors or farmers of land, such "proprietors or farmers of land shall have power to grant the lands of "the under-farmer or ryots so refusing to other persons."

(indeed the reverse is distinctly stated to be the object, both of the Permanent Rent, and the establishment of the Courts of Justice,) that the rights of the cultivators should be infringed or injured in introducing what is called the "new system of revenue and jurisprudence."

25. The cultivation of Nunjah is considered much more certain and regular than the cultivation of Punjah. It has every where therefore been more attended to than the Punjah, by the Ruling power or its representative. The labour of the cultivator and his seed is not so often lost as in Punjah; it is accordingly found that with few exceptions the Brahmins are the owners of the greater part of the Nunjah land. The revenue from it being more certain, the attention of the Circar to it is naturally greater. The grain is cut at one season or two at most, it is of one kind or of two, and can be stored, watched, and sold, with such greater facility than the other kinds of grain. The variations in the produce and the circumstance of occasional droughts in surrounding countries, which cause great fluctuation in the price, hold out temptations of an increased revenue, by that means which the short-sighted policy of the Native Governments have never been able to forego. These are the reasons which have, it is supposed, made the practice of *dividing* the Nunjah(*e*) produce with the cultivators so general. The practice is no doubt, under an arbitrary Government, favorable to the cultivators, because it relieves them from all responsibility, and secures them better against exactions, by furnishing them with the means of counteracting by fraud, what violence may attempt to extort. But the practice would not have continued for so many

(*e*) In Coimbatore, in Salem, and in Mysore, the produce of Nunjah lands was always divided, and continues to be so still in Mysore. This practice is also believed to have prevailed in the Nunjah lands of the Ceded Districts.

It is recorded of Benares that two modes of paying the landed assessment prevail in that Province. By the first, a husbandman engages to pay the value of one-half of whatever in the course of the year the farm shall be found to yield. By the second, he makes himself responsible for the original land tax imposed by the Emperor Ackbar, together with such additional assessments as late reigns have prescribed.

ages where the power of the sovereign had no limit but his own will, if it had not been considered more profitable than any other.

26. The share of the produce of Punjah land which custom has established as the revenue of Government from this description of land, was uniformly rendered *in money;* it has no where that I have been able to ascertain, a few instances excepted, been paid in kind. The mode of payment varies in almost every Province; in some it is paid according to the kind of grain grown, in others according to the soil, and in some the whole Punjah land of a village is given up for a fixed sum. This last practice was pretty general in the Province of Tinnevelly.

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28. To establish a ryotwar rent in a District of which the land is all *Punjah* or nearly so, is then only methodising and ameliorating the ancient practice, or fixing the rent on the land where it may have been determined on the kind of grain sown. It is not a fundamental alteration or innovation on ancient custom. To establish a money rent on each field of *Nunjah* land, is an innovation, and is attended with much greater difficulty; must be productive of loss of revenue to Government, and be destructive in all the provinces of the Carnatic of that right of meerassadars to *swamy bogum* or *Kaniachee* from lands cultivated by resident or temporary pyacarries, and level the property of the one to the same tenure of the other, thereby annihilating the present distinction of rank; but as I propose resuming this subject hereafter, I only wish to impress a remembrance of the fact, that where ryotwary has been supposed to succeed best, viz., in Salem, Coimbatore, Dindigul, and the Ceded countries, there is comparatively speaking a very small portion of Nunjah land.

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[No. XIX.] *Extract from Resolution of Government on the above Letter, dated 5th December* 1807.

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3. The information which Mr. Hodgson has furnished of the landed tenures in the Province of Tinnevelly is, as he has stated, conformable to the general principles which govern the landed property of most of the territory subject to this Presidency, and

he has justly considered it to be the intention of Government to preserve them inviolate; but as it has been suggested that the provisions of the Regulations admit of doubt in this respect, the Board deem it to be proper to direct the attention of the Board of Revenue to these paragraphs, and to desire in the event of a modification of the present Regulations appearing to them to be expedient, that they will submit their sentiments* on the subject with the proposed modifications, through the channel of the Sudder Udalut.

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[No. XX.] *Extract from Mr. Hodgson's Report on Dindigul, dated March 28th,* 1808.†

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32. In Dindigul, as in all the provinces south of Madras, a property in the land is invested in the resident inhabitants of each village.

33. So long ago as the 31st March 1800, Mr. Hurdis stated,‡ that the Nautumcars(*a*) of South Coimbatore considered that they already held a *proprietary right in the soil*, and would be little disposed to purchase that right of Government; and remarked that, "The resolution of Government, to dispose of the proprie-"tary right in the circar lands by sale, according to the manner "and amount specified in para. 58, I conceive to be generally very "impracticable, from the poverty of the description of people they "expect will become the purchasers, as well as from the objection "these very people would have, to purchase a proprietary right, "in what prescription had already made their own."

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* See No. XIII. of these Selections.—W. H. B.

† The notes marked (*a*) (*b*) &c. are copied from the original.—W.H.B.

‡ Extract from Mr. Hurdis's letter will be found in No. XXI. p. 121 of their Selections. What he says in para 66, is rather contradictory.—W. H. B.

(*a*) Note—*Nautumcar ; Mahajens ; Gours ; Potails ; Munduls ; Mookuddums ; Meerassadars ; Cauniatchikars ; Caupoos ; Naidoos ; Oolkoodies ;*—appear to be all terms in use in different parts of the country, to describe those inhabitants of a village who hold the property, or, at any rate have the right of cultivating the lands, in preference to other persons.

" The Nautumcars certainly consider the farm they cultivate, as " their own property; and no government, save the Mussulman, " appears to have considered the soil its own, or itself at liberty " to deprive the inferior subject at its will. In forming the pre- " sent benevolent system, this solitary precedent, surely, will not " operate as an example to act upon; but where no written docu- " ment is found, what has been known as usage, will be establish- " ed as law: this would confirm the prescriptive right of many " industrious natives to the lands they have long occupied, and be " the certain means of making them comprehend whence their " advantages were derived."

34. The foregoing reasoning is equally applicable to the Nautumcars and Gours of Dindigul, or rather to the *Puttookut(b)* ryots, as they were denominated prior to the survey.

35. It was not at that period known, and I regret much to say, is not now generally admitted, that two rights could, under the words " proprietary right," in the Regulations, exist; that the cultivators could possess, one right, and the Zemindars, another; yet both be distinct rights. It was argued, that the words " proprietary right," so frequently used in the Regulations, and so formally confirmed by *Sunnud Milkeut Istimrar* on all Zemindars, hereditary or by purchase, was an unlimited right; that is, an undefined power, or a power to be exercised according to the direction of the proprietor, over all the land of the zemindarry or estate. It is declared to be inconsistent with " proprietary right," that the proprietor should be guided by any other rule than his own will, in demanding his rent; and emigration, under this interpretation, is admitted to be the only relief from an excessive rent. This mode of reasoning* would not perhaps, have gained so much ground, if it had been within the means of all to have obtained the perusal of the interesting discussions on the subject, between

* Mr. Hodgson probably refers to the Minutes of Government of 8th January 1796, para 17. See page 28 of these Selections.—W. H. B.

(*b*) Note—The *Puttookut* Ryots were considered the hereditary owners of the land, and responsible for the revenue. There were other descriptions of Ryots in each village called *Vellala*, *Yerwadies*, and *Pooragoodies*.

the Right Honorable Marquis Cornwallis and Sir John Shore, the Bengal Regulations, and the proceedings of the Board of Revenue at Madras, on proposing the introduction of the Permanent system. If general access to these documents could have been obtained, or means had been taken to circulate them, or at least the part which bears on this subject, it would have been distinctly seen, that the first principle of the permanent system was, to confirm and secure the rights of the cultivators of the soil. *To confirm and secure*, are the terms which must be used, because no new rights were granted, or any doubt entertained upon the following leading features of their rights(*c*): viz.

1st. That no Zemindar, or Proprietor (or whatever name be given to those persons) was entitled by law, custom, or usage, to make his demands for rent, according to his convenience; or in other words.

2nd. That the cultivators of the soil had the solid right, from time immemorial, of paying a defined rent, and no more, for the land they cultivated.

36. This right is inherent in all the cultivators; from the most most northern parts of India, to Cape Comorin. I shall have occasion hereafter to show, how the right came to be of more or less value in different parts of the Indian empire.

(*c*) Note.—By the ancient system of India, the situation of a ryot was much superior to that of a tenant at will; nor was he subject to arbitrary exactions at the pleasure of the Zemindar, while he continued to pay the rent, and fulfil the conditions to which, by the custom of his village, he was bound. He could not legally be dispossessed; and if taxes unauthorized by the Government, or by the usage of the district, were demanded, the Courts of the capital, as well as those of the province, were open to his complaints; for the protection of the cultivators of the soil was described as the first *duty*, and often became the first subject of the Magistrate.

"Even in the views of this system, traces of its principles are easily discerned; for among the numerous assessments that now burthen the lands of the ryots, a tax, which is called the original rent, invariably takes the lead, and has the semblance of governing the rates by which the other branches of the land tax are determined."—State of Bengal 1786.

37. The "proprietary right" of Zemindars, in the Regulations, is therefore no more than the right to collect from the cultivators, that rent which custom has established, as the right of Government; and the benefit arising from this right is confined, first, to an extension of the amount, not of the rate of the customary rent but by an increase of cultivation;—secondly, to a profit in dealings in grain, where the rent may be rendered in kind;—thirdly, to a change from an inferior to a superior kind of culture, arising out of a mutual understanding of their interest, between the cultivator and proprietor.

38. Such is my interpretation of zemindarry proprietary right; and such it stands proved to be, in all the documents I have referred to.

39. Paley, in his Philosophy, defines property in land, to be a power to use it, and to exclude others from it.

40. Much has been said of the boasted proprietary right of the owners of private estates in Canara, and in Malabar, and elaborate disquisitions of the superior and inferior rights of the *jenmkar*, *chalie gueny*(*d*) and *mool gueny* of Canara, have been entered into, to prove that we should do an act of injustice, in selling the proprietary right in the lands of Canara, as we have done elsewhere. When this is argued, proprietary right is understood as an unlimited right, and the analogy between our *caniatchikars*(*e*) *oolkoodies*,

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(*d*) Note—Gueny..... tenant.
Chalie Gueny..... tenant at will.
Mool Gueny..... tenant for ever.

(*e*) Note—Caniatchikar..... possessor, proprietor, and fully answers to jenmkar.
Oolkoodie or Ool Pyakoodie..... is the tenant for ever, or residentiary cultivator of a village, and without property.
Pyakoodie..... means a stranger, or man engaging for a term; being therefore in tenant at will.

Where the Caniatchi is mortgaged, there will be in Canara, a fourth description of persons answering to.....(original deficient.—W. H. B.)

ool-pyakoodies, with *jenmkar*, *mool gueny*, and *chalie gueny*, is disputed.

41. When I assert that in no part of our territories in India, are the lands cultivated by hired labourers paid by the Government, or by its slaves, I do not fear contradiction: when I assert, that by far the largest portion of the territory of India is cultivated either by slaves or hired labourers, I am as little afraid of the position being denied me. If then, these slaves and hired labourers who drive the plough, are not in the pay of the Government, by whom are they paid? They are paid by a description of persons, whose denomination varies with the variation in the local language, and whom we know, under the general term of cultivator, or *ryot*. In many parts of India besides Canara, I assert, with as little fear of contradiction, that where a Brahmin has the property in the land, which the laws of his religion do not allow of his cultivating with his own hands, three descriptions of persons subsist on the produce of land:

1st. The Brahmin.(*f*)

2nd. The Soodra, who undertakes to cultivate the Brahmin's property, and to pay him for it a rent in kind.

3rd. The Slave or hired labourer, who assists the Soodra.

42. Again: the Government in India no where finds the seeds, the implements of husbandry, or cattle for the plough. The Government has never been in the practice of granting leases for rents;(*g*) leases for rent, and leases for land, are in India(*h*) distinct subjects. The collection of the rent of a village, of a number of villages, of a talook, or of a province, has usually been

(*f*) Note—The Brahmins share in kind, varies from 50 to 60 per cent. of the gross produce, after deducting swatuntrums; the Soodra, for 30 out of this 60, will undertake to plough the land, find the seed, and reap the produce; the difference is the property of the Brahmins, and is the landholder's rent.

(*g*) Note—Zemindars, Rajahs, Poligars, Jaghiredars, are representatives of the Government, to whom the collection of the Government rent has been transferred, not the absolute property in the land, and right to demand *any* rent.

(*h*) Note—Leases for waste land, or for encouraging the growth of any particular produce, are exceptions which prove the rule.

granted on lease; but we no where find that the cultivators, each and all, ever held leases for their particular fields. In most instances, the land is not even a separate property of each individual,(*k*) but the joint property of the society of the village, and held in shares; the occupation of the lands being changed, by casting of lots at stated periods, but always in the fixed shares.

43. It must then, I think, be admitted, that the Circar or Government, or the representatives of Government, the Zemindars, *never could have been the absolute proprietors of the soil.*

44. The property in land, of those who cultivate the soil in Canara, or the proprietors of the private estates, as they are frequently called, is represented to be of the most valuable kind; because the land pays a fixed rent, and because it can be sold and mortgaged.

45. It appears from the records of the Board of Revenue, previously to the conquest of the province of Canara by Hyder Ally Khan, it was divided into small estates, considered the actual property of the holders, assessed at a fixed and moderate rate; that on his taking possession, Canara was an highly improved country, filled with industrious inhabitants who enjoyed greater advantages than their neighbours, above the Ghauts; but that the system of management subsequently introduced, had impoverished it, and greatly reduced the population.

46. Now I would ask, if this description will not apply to every part of India, and whether the system of management introduced at one period or another, by Hindoo or Mussulman rulers, has not impoverished, at one period or another, more or less, every province of India? If this be admitted, I deduce the following conclusions; viz. that land will be, and is, more or less valuable; first, where arable land is scarce or abundant; secondly, where the assessment is high or low.

47. In Canara the standard assessment (for every province in India has its standard) was at one period, very low; an addition was however made to this standard, during the government of

(*k*) Note—Leases to individuals, where they exist, are reductions of the standard rent granted on cowle to favoured individuals, rather than leases of land. The issuing of individual pottahs is a new practice, introduced under the new system of Ryotwar Rents.

the Hindoo rajahs and rajah of Byjnugger and Bednore ; a further addition was made by Hyder Ally Khan ; and a still further by Tippoo Sultaun ; so that when the British Government gained possession of the province, the rent, as established by the antecedent rulers, was nearly double the *reka*, or standard rent.

48. " Had such an assessment," observes Colonel Munro, " as " that introduced by Hyder and Tippoo, existed in ancient times, " Canara would long ago, have been converted into a desert : in " a country so rocky and uneven, where cattle are not only scarce, " but even where they are to be had, cannot always be employed ; " where every spot, before it can be cultivated, must be levelled, " with great labour by the hand of man ; the expense of the first " preparation of waste ground, must have been so great, that it " never could have been attempted, unless the assessment had " been extremely moderate ; and even after land has been brought " into cultivation, if it is neglected for a few years, it is soon " broken up by deep gullies formed by the torrents which fall dur- " ing the monsoon."

49. It is, I think, demonstrated from the foregoing extract, that the two causes above stated, viz. a scarcity of arable land, and a low assessment, constitute the value of private estates in Canara. Contrast with this with the state of things in the provinces of Coimbatore, in the Ceded Districts, in Salem, or any of the countries which I have classed, as dry grain districts. In all those provinces, the arable land is more than quadruple the land under cultivation. The expense of preparing this waste arable land is inconsiderable ; hence there is no scarcity of land ; quite the reverse, there is a superabundance ;—and the Collector of Coimbatore(*l*) candidly observes, that the cultivators consider that they are conferring a favor on Government, not receiving one, by occupying land. In all these districts, we have, with very little variation, continued the assessments of former governments, and to those assessments have superadded a strictness of collection, and

(*l*) Note—In Coimbatore the wet cultivation is little more than three in every 100 of the total cultivation. In Salem it was about six ; and in Ceded Districts it is not seven in the 100 ; while in Tanjore, the dry grain cultivation does not amount to 50 in the 100.

of scrutiny into accounts, hitherto unknown.(*m*) In these provinces, then, there is neither scarcity of land, or low assessment, to give value to landed property. But, as in dry grain provinces, water, because a scarce article, must be of some value ; so, paddy land is often, and fields with wells are always, a valuable and transferable property. In the sale of the latter property, the sort and productive powers of the well, determine the price, not the extent of the field ; because such a part of the field as cannot be watered from the well, is of no more value comparatively, than in any other field.

50. I make the following inductions, from the foregoing reasoning :

1st. That the cultivators have a right every where, without the exception of a single district or province, to pay a fixed tax for the land they occupy.

2nd. That they have the right, universally, to occupy this land, *so long as they pay* the standard rent.

3rd. That they have the right, the standard rent being the only right of Government, to sell or transfer by deed, gift, or otherwise, the land they occupy, subject always to the condition of paying the standard rent.

4th. That they *exercise* the right stated in the 3rd position, wherever the standard rent has not been increased, so as to absorb all the profit on cultivation, or arable land is sufficiently scarce to be of value in the acquisition.

51. Had the state of things, described by Colonel Munro continued in Canara, the owners of private estates(*n*) or the private

(*m*) Note.—By means of Ryotwar rents, or taking an account of the cultivation of each individual, and giving each individual a pottah for that cultivation, defining the rent on each field.

(*n*) Note—Sales of land, and decrees of Court transferring land from one cultivator to another, take place in the following districts :

N. Arcot	S. Arcot.
Jageer, now Zilla Chingleput.	
Tanjore,	Madura,
Trichinopoly,	Ramnad,
Dindigul,	Tinnevelly.

Paddy lands and wells are transferred by sale in Coimbatore, and wells in Salem.

property in estate, would have been of no more value than the land in other provinces; in fact it was not of equal value, for Colonel Munro observes, "Canara has, however, now completely "fallen from this state of prosperity. The evils which have been "continually accumulating upon it, since it became a province of "Mysore, have destroyed a great part of its former population, "and rendered its remaining inhabitants, as poor as those of the "neighbouring countries. Its lands which are now saleable, are "reduced to a very small portion, and lie chiefly between the "Cundapore and Chandergherry rivers, and within five or six "miles of the sea. It is not to be supposed, that the whole of "this tract, can be sold; but only that saleable lands are scattered "over every part of it, thinner in some places, and thicker in "others, particularly in the Mangalore district. There is scarcely "any saleable land even upon the sea coast, any where to the "northward of Cundapore, or any where inland, from one end of "Canara to the other, excepting upon the banks of the Manga-"lore, and some of the other great rivers. In the vicinity of the "Ghauts, the lands are not only unsaleable; but the greatest part "of them is waste, and overgrown with wood. It is reckoned that "the population of the country has been diminished one-third "within the last forty years, and there can be little doubt but its "property has suffered a much greater reduction; Gesova, An-"kala, and Cundapore, formerly flourishing places, contain now "only a few beggarly inhabitants. Honawer, once the second "town in trade, after Mangalore, has not a single house, and "Mangalore itself is greatly decayed. It may be said, that this "change has been brought about by the incursion of Hyder, by "the four wars which have happened since that event, by Tippoo "himself destroying many of the principal towns upon the coast, "and forcing their inhabitants to remove to Jumlabad and other "unhealthy situations near the hills; by his seizing in one night "all the christians, men, women, and children, amounting to above "sixty thousand, and sending them into captivity to Mysore, from "whence one-tenth of them never returned; by the prohibition of "foreign trade, and by the general corruption and disorder of his "government, in all its departments: these circumstances certain-

" ly accelerated the change; but, taken altogether, they probably " did not contribute to it so much as the extraordinary augmenta- " tion of the land-rent."

52. At the period alluded to by Colonel Munro, when so large a portion of the private estates, or private property in land in Canara, was of no value at all, the whole landed surface of the province of Tanjore, and a great deal of land in other provinces, was, to the cultivators, a highly valuable, saleable, and transferable property, and sales of that property were at that period going on. The Board of Revenue, at an early period of its establishment, prior to the introduction of local collectors, have been frequently required, as the then only Court of Justice, to decide on disputes between cultivators, respecting landed property, or the right of occupancy, or whatever may be the proper name; i. e. to decide to whom belonged the valuable right which has been attempted to be defined;(o) and in their proceedings, on the proposed plan of a permanent settlement for the territories under this Government, they fully acknowledged these rights.

53. Colonel Munro has stated, that he knew there were pretenders, either open or concealed, to almost every district in Canara; and he received letters from the Poligars of Bilghi, Soonda, Vettil, and Coomtah. Here then is an admission at once, that the owners of private estates in Canara did, at no distant period, pay the rent of their estates to zemindars, rajahs, or poligars; persons placed between them and the government. They now pay their rent to a tahsildar, and not direct to the collector.

54. Provided the property in private estates, that is, the standard rent, *and no more*, be paid by these owners of private estates, I hold it to be a matter of very secondary importance to them, whether the rent is demanded of them, by the ancient rajahs or poligars, the officers of Byjnugger or Bednore government, the Rajah of Coorg, the Tahsildars of the Company, or to the created Zemindars of the Company.

(o) See the voluminous proceedings respecting the meerassee of the village of Streepermadoor, and of many other villages. [Refers probably to the correspondence with Mr. Place.—W. H. B.]

55. It is well known, that in Malabar, where there is also a private property in land, and owners of estates, that the ancient zemindars or rajahs were set aside, and pensioned. I believe the rebellion in that province, was never attributed to the injustice of making the owners of these estates pay their rent to officers of the government, when they had heretofore always paid it, to rajahs; but the intrigues of the rajahs to get back the collection of the rent, or the quantum of rent demanded, or mode of collecting the rent by the officers of government, may, or may not, have been partly the cause of rebellion.

56. It is not the question of expediency that I mean to discuss; but I venture to affirm, that the right of the people in Canara or Malabar would not be injured or infringed by the establishment in those provinces, of the Permanent system as established in Bengal, and on this side of India; and that, with a difference in value only, private property and *private estates, exist as much in every part of India*, as they do in Canara or Malabar.

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[No. XXI.] *Extract from Report of Mr. Hardis, Collector of S. Coimbatore; dated 31st March* 1800.*

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66. In assessing the *present* jumma on the country, I considered Government as the *direct proprietor*, and thence made with the farmers the best bargain I was able; but in assessing the country *in permanency*, and in establishing intermediate proprietary right, I conceive a great portion of the proceeds to Government under the present system, should become the property of the constituted proprietor, because under the system now existing Government is receiving the whole of that profit, which should constitute the general security for its rent in perpetuity.

67. Hence your Board may conclude, my opinion is, that the present rent should be lowered on the permanent system. I certainly think it should, because, although I think the present jumma

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* This is the Report referred to by Mr. Hodgson, (No. XX. para 33) —W. H. B.

may be collected, I feel convinced it is too high to cover all the benefits Government may expect to see resulting to all parties from it.

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72. The resolution of Government to dispose of the proprietary right in the Sirkar lands by sale, according to the manner and amount specified in para 58, I conceive to be generally very impracticable, from the poverty of the description of people they expect will become the purchasers, as well as from the objection those very people would have to purchase a proprietary right in what prescription had already made *their own*.

73. The Nautamgars certainly consider the farm they cultivate as their *own property*, and no Government save the Mussulman appears to have considered the soil its own, or itself at liberty to deprive the inferior subject at its will. In framing the present benevolent system, this solitary precedent surely will not operate as an example to act upon; but where no written document is found, what has been known as usage will be established as law. This would confirm the prescriptive right of many industrious natives to the lands they have long occupied, and be the certain means of making them comprehend whence their advantages were derived.

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[No. XXII.] *Extract from the Report of Mr. Parish, the Collector of Dindigul; dated 24th April* 1808.

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3. In order to trace the arrangements which immediately preceded the permanent system in Dindigul, it is necessary that I should offer a few remarks relative to the survey of that Province. Mr. Hurdis was the Collector of Dindigul from Fusly 1206 until 1209,* and carried on the ordinary collections without resorting to a survey, save the common yearly measurement of dry grain fields by Circar and village servants.

4. The survey of the Province commenced at different periods, viz.

In Vedasentoor forming	13	estates in	Fusly 1210.
Pereacolum and Palany	23	do.	do. 1211.
Verupatchee subdivided	4	do.	do. 1212.

* A. D. 1796 to 1799.—W. H. B.

5. Previous to this investigation,* the revenue was collected according to an ancient custom of the country, which exempted certain inhabitants from paying the full assessment, and which may be explained under the four following heads.

1st. The *Puttookut* ryots were those who having an hereditary interest in the village were considered the *owners of the land*, and responsible for the payment of the revenue. They paid the highest land-tax under the denomination of *Cuttoogootaga or* fixed rent, without reference to the extent of cultivation.

2nd. *Vellaversay* ryots were those next in rank. They had no hereditary claims to the land. The Vellaversay paid a *lower* teerwa than the Puttookuts.

3rd. *Yerwaddies*, or non-residentiary ryots who cultivate the land. Their teerwa was still lower than that of the Vellaversay.

4th. *Poodoogoodies*,† or newly established ryots paid the lowest rate of tax. If by death or emigration, any of the Puttookut lands should fall to their occupancy, they paid the teerwa of the Puttookuts.

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[No. XXIII.] *Extract from the Reply of the Board of Revenue to No. XIX. of these Selections; dated 25th April* 1808.‡

1. We have the honor to acknowledge the receipt of the orders of Government conveyed in Mr. Secretary Greenway's letters dated 28th November and 5th December last, enclosing copies of the report of Mr. Hodgson, on Coimbatore‖ and Tinnevelly.¶

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* The survey in 1801-2.—W. H. B.

† This appears to be an error for *Poora-goodies*, even though *Poodoo* does mean *new*. See note (*b*) by Mr. Hodgson, page 112 ; also Glossary. —W. H. B.

‡ This letter is printed in page 483 of "Revenue Selections" Vol. I ; and is worthy of perusal, as discussing the relative merits of the Raaiyatwár, Mauzáwár, and Zamíndárí Settlements. The Government on 25th May 1808, expressed themselves unfavourably to Sir T. Munro's views, and coincided with the Board, in preferring Village Rents.—W. H. B.

‖ Mr. Hodgson's Report on Coimbatore is in page 959 of the 5th Report, but it contains on information on *Mirási*.—W. H. B.

¶ See No. XVIII. of these Selections ; much of this letter of Mr. Hodgson's is interesting, and will be found in page 832 and 962 of the 5th Report.—W. H. B.

2. On some of the subjects discussed in those Reports, and referred for our consideration, we had anticipated the orders of the Hon'ble the Governor in Council respecting them; and we adopted the necessary measures to enable us hereafter to report with regard to others.

3. On the same occasion we were directed to state our sentiments as to the expediency of changing the detailed system of Revenue economy which has now been prosecuted for several years, in the new territorial acquisitions of the Company, with a view to the more complete developement of their resources; according to which system, the rents assessed by survey were collected from each ryot, by Tahsildars paid by the Collectors of Government, and to consult the propriety of substituting a plan of settlement, approximating more nearly to that of estates Permanently assessed,—of farming out the lands, for a term of years to men who should be interested in preserving and improving the resources of the country.

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5. The provinces subject to the Government of Fort St. George with the exception of Canara, Malabar, and other Districts in which the traces of private property still existed when they came under our Government, exhibited nearly the same system of landed property and Revenue policy. The land was the property of the Sirkar *and* of the ryots, and the interest in the soil was divided between these two; but where the Sirkar share absorbed nearly the whole(*a*) Landlord's rent, the ryots possessed little more interest in the soil than that of hereditary tenancy.

6. The country was divided into villages. A village geographically is a tract of country comprizing some hundreds or thousands of acres of arable and waste land; a village politically is a little republic, or rather corporation, having within itself its Municipal Officers, and corporate artificers: its boundaries are seldom altered, and though sometimes injured, or even desolated, by war, famine and epidemical disorders, the same name, boundaries, interests, and even families, continue for ages.

(*a*) By the whole of the Landlord's rent is meant the whole produce after deducting the expenses of cultivation and a bare subsistence for the cultivator. [Original note.]

7. The Sirkar share or land rent was generally received from *paddy* land in kind, at rates varying from 40 to 60 per cent. of the gross produce after deducting certain portions distributed before the threshing commences. The share or tax of the Sirkar from *dry* grain land was generally received in cash, either at so much for a fixed measure of land, or so much for the same measure of land, but varying with the produce.

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17. Among numerous papers which have been composed on this subject, we received and have the honor herewith to submit, a report from Colonel Munro,* written a short period before his departure for Europe, in which he has proposed a new plan for the permanent settlement of the Ceded Districts: of this plan we would offer a concise account, without discussing all Colonel Munro's arguments for and against the permanent settlement hitherto established.

18. He begins with stating his opinion respecting the property in the soil; and we concurred with him in thinking that the Government was virtually the proprietor in the Ceded Districts, and in other provinces where the Sirkar demand had been raised so high as to absorb the whole Landlord's rent; in fact that a low rate of assessment was the sole cause of actual property in land.

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30. But if the exigencies of Government do not permit them to make so great a sacrifice;† if they cannot at once confer the boon of private property,—they must be content to establish a private interest in the soil as effectually as they can under the *farming* system. If they cannot afford to give up a share of the Landlord's rent, they must be indulgent Landlords.

31. Under such circumstances, the transition from Ryotwarry to Village rents, as suggested by Mr. Hodgson, appeared to us best adapted to secure the Revenue of the state, and the prosperity of the country.

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* Dated 15th Aug. 1807. In Cons. 4th Feb. 1808. This paper is printed in page 942 of Appendix to the 5th Report.—W. H. B.

† *i. e.* a remission of 25 per cent. on the present assessment proposed by Col. Munro.—W. H. B.

36. Very strong reasoning has been advanced, in favour of each;* but it occurs to us that under the new code of Revenue and Jurisprudence, a plan has been propounded with which the *Ryotwarry mode of administration could not be brought to assimilate, and* from which it would be inconsistent, if not unsafe and impossible, now, to deviate :—For, the difficulty, if not impossibility, of one Collector being able to attend to all the legal formalities prescribed by the new code, on the various occasions, real or fictitious, which would occur for resorting to them, among the numerous inhabitants of an extensive province under ryotwar leases ;—the danger of delegating authority to an interested, unfeeling, or perhaps corrupt Tahsildar,—the general incompetency of individual ryots to pay in all seasons the money rents assessed on their fields,—the constant change of field occupants, and consequent probable deterioration of agriculture,—the expense to the Government,—the trouble to the courts,—the difficulty of collection,—the interference with the private concerns of the cultivators, and with the public functions of the officers of Government;—under such a detailed system, would, we apprehend, be found insurmountable embarrassments to a Ryotwarry mode of administration.

37. The village (Mozawar) system is at least as old as the age of Menu. That venerable legislator alludes to the disputes about village boundaries just as they occur at present, and directs a space of 400 cubits wide, round small villages, and of 1,200 round large ones, to be left for pasture. This could not have been done, had land been exclusive *private property* ; for in that case the owner would have made the most of his land, and not left it waste for the public use of the inhabitants ; and boundaries of fields and farms, rather than of villages, would have been disputed.

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54. The observations of Colonel Munro, on the Courts of Justice, are, we think worthy the full consideration of Government;—but on the whole we hope that the defects and inconveniences of the Judicial system pointed out by Colonel Munro, may be remedied by good Judges, and especially by a liberal construction of the Regula-

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* *i. e.* the *Zamindári* and *Raaiyatwári* modes of Settlement.—W. H. B.

tions, and the adoption of an equitable, rather than a strictly legal or formal rule of enquiry, and decision, in the Civil Courts.

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[No. XXIV.] *Judgment of the Supreme Court in a Mirási claim to the village of Tándaiyárpettai; dated Sept. 26th*, 1808.*

This ejectment was tried before the *Chief Justice* and Mr. Justice *Sulivan*. Upwards of sixty witnesses were examined in it; and the trial took up thirteen days. It was important in a general point of view, as involving an enquiry into the tenure of land among the Hindus, with reference particularly to the *meerassee right*. The evidence was confined in general to the village in question; but the right being one that exists throughout most of the provinces in the Peninsula, it became illustrative of the interests and claims of a great proportion of the landholders in this part of India.

The term *meerassee*, by which the species of property in dispute is distinguished, introduced by the Mahomedans, has become familiar to all. Still, among the Bramins, it generally goes by the name of *swastyam*; as it does by that of *caniatchy*, among such of the cultivating classes, who have not adopted the Moosulman term.

The wrong complained of in this ejectment originated with Mr. *Place*, Collector of the Jaghire in 1794. His object was an amelioration of the revenue by the substitution of a *money rent*, instead of one in *kind*, to which the village had been accustomed. He conscientiously thought at the time, that Government had not only a right to stipulate for the change, but, in case of resistance to *turn the ancient meerassadars out*, conferring the meerassee upon others who would be more willing to comply with his terms. He finally altered his opinion on the subject ;† but in the meantime it had its effect in the transfer of the village, which this ejectment, after an interval of some years, was brought to rectify.

The discussion to which the question led at the time, between the Collector and his immediate superiors the Board of Revenue, and between that Board and Government,‡ is full of useful information

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* Strange's Notes of Cases, Vol. I. The footnotes marked (*a*) (*b*) (*c*) &c. are in the original.

† See para 8 of Mr. Place's report of 6th June 1799, p. 38.—W. H. B.

‡ See Nos. IV and V of these Selections.—W. H. B.

upon a subject on which opinions have been divided; as it is otherwise distinguished by the ability it displays. An outline of it occurs in the fifth Report of a Committee of the House of Commons, on the affairs of the East India Company, printed in 1812; from which an extract is subjoined* to the case, as connected with, and elucidatory of it.

The *Advocate General* was counsel for the lessors of the Plaintiff; Mr. *Marsh*, for the Defendants.

The case on either side being closed, the Chief Justice, in delivering the verdict of the Court, stated the result of the evidence, with the observations arising upon it, in substance, as follows:

CHIEF JUSTICE,

1. This is an ejectment brought to recover the village of *Tandearpett*,† being a village in the district of *Trevettoor* in the Company's Jaghire, which, according to the evidence on both sides, appears to have been, down to the year 1794, a *meerassee* village, i. e. a village, the right of cultivating which had existed, for an indefinite number of years back, in the persons and their heirs who had held it, *subject to the payment to Government of its share* of the profits when gathered, after deducting a variety of particular claims incident, as it would seem, to every meerassee village upon the Coast.

2. Down to the year 1794 it appears to have abounded in cocoanut trees; and, in consequence, to have been occupied in a considerable degree by *Graminy* people, whose business it is to draw toddy; and, according to the evidence of the witnesses on the part of the lessors of the Plaintiff, it was one of those meerassee villages in which the cultivation was not carried on immediately throughout the village by the persons holding the meerassee, and thence called the meerassadars, but by a proportion of these Graminy people *holding under the meerassadars*, as the meerassadars themselves held under Government.

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* This extract is what is printed in page 1 of these Selections.—W. H. B.

† It is just north of Black Town wall, and is now part of the Madras Collectorate.—W. H. B.

3. These Graminy cultivators were called *Poikarries*,* or outer inhabitants; in reference, as explained on the trial, to the external parts of the village, which it is proved that they inhabited,

4. The lessors of the Plaintiff are of the *Nel Velala* caste, a particular branch of the *Moodeliars*; and the action is brought by them as representing the ancient meerassadars, and, as such, Proprietors of the village. It is brought against the Defendants, being a number of these Graminy people, on a presumptive possession,† in consequence of an ouster in 1794, of those whom the lessors of the Plaintiff represent.

5. Of that ouster the account given is, that, in consequence of a dispute, (as one witness alleged) between the *Velala* and the *Graminy*; as another says, in consequence of a complaint by the *Graminy* against the *Velala* to Mr. *Place*, the then collector of the Jaghire in which this village is situated,—the *Graminy*, with others, acting as it should seem under the authority of Mr. *Place*, came and turned the Velala out.

6. The part of the village from which they were thus forcibly ejected, was the *Nuttum*; a centrical part, intersected in *Tandearpett* by the road leading to *Trevettoor*; being, (as proved by a great number of witnesses) in every village the meerassee of which belongs to the *Velala* caste, the part specially occupied by the meerassadars, in conjunction with the artificers of the village.‡

7. What circumstances they were that immediately led to this ouster, and upon what principle it was authorized, if it was authorized by the Collector, is not distinctly explained by the evidence.

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* There is here a confusion between the words *Páyakári* and *Purakudi*. The Grámini cultivators were no doubt *resident* or *Ūlkudí* Páyakáris. It is the *Purakudi*, or Purakudi Páyakári who derives his name from living in the outskirts of the village, or altogether out of village, (from *puram* outside,) and they never claim the rights that the Páyakáris often do, as in this instance. (See Glossary.)—W. H. B.

† That is, it was presumed the defendants had actual possession of something belonging to the Plaintiffs; but as the possession was not proved, the case broke down.—W. H. B.

‡ This no doubt was the ancient definition of the *Nattam*; at present it merely means the site of the houses of the villagers in general.—W. H. B.

8. That it must have been so authorized, one can scarcely doubt; the evidence suggests as much; and an act, so outrageous in its nature, could scarcely have been attempted with effect, without the support of power.

9. From the evidence of one witness, there is reason to think that the *Velala* people, claiming to be the meerassadars, had about this time, been extending, or endeavouring to extend their authority over the *Poikarries*, beyond its just limits; and that for this oppressive attempt it was, that they were thus turned out.

10. That there had been for some years previous disputes between these parties there is abundant proof. They had become subjects of litigation in the late Mayor's Court, the decrees of which, in the suits in which they arose, form part of the evidence in this ejectment. I have read them all with the necessary attention.* They are not all one way; had they been so, paying all the respect to them that is due, they do not appear to me to conclude a great deal as to the title in dispute in the present action. They are causes in which, in some shape or other peculiar to that Court, *the right of the lower orders of the village to dispose of their land, without the consent of the Velala*, came in question. The question might consistently be determined in different ways, in different suits, according to the particular evidence in each before the Court. Whichever way it was determined, it was a question collateral to the question in this ejectment, involving the title to the meerassadarship. Whether the *Poikarries* of a meerassee village have, or have not *a right to dispose of land held by them under the meerassadars, without the consent of the meerassadars*, is a question open upon the evidence in the present ejectment. It will be time enough to decide it, when it arises in any particular case. It is the principal question that was decided with effect in the suits to which we have been referred. In 1775, indeed, upon a complaint to Mr. E. Strachey, a then justice of the peace, the question of the proprietary right of the village was brought forward, and referred to four Native arbitrators, two selected on each side, with an umpire to determine. The awards, as they are called, of these res-

* If these papers could now be obtained, they would be interesting as bearing on the subject of *Mirási*.—W. H. B.

pective sets of arbitrators were adduced in evidence in some of the subsequent suits in the Mayor's Court; they exhibit the opposite pretensions of the two parties, and here they stop; for, upon that reference, there *never was any final decision.* In the suits in which they were so exhibited, the complainant before the Mayor's Court claimed under a grant from the toddy people, contending for the right of the grantors, as proprietors of the village. The claim to the land in question was sustained, and the decree of the Mayor's Court was confirmed by the Governor in Council. This was in 1793, just a year before the ouster. But the land might have been the toddy people's, *without their being the proprietors of the village:** and the Mayor's Court appears generally to have attached to their possessions, according to their estate in them, *an absolute right to sell.* Though the general question therefore may have been brought forward in that case, it does not appear to have been necessarily *decided*, and it comes now to be directly agitated, I think, for the first time, before a competent tribunal, without material prejudice, so far as I can see, from any thing that has been done before on the subject, by way of regular adjudication.

11. Be this as it may, there is nothing in any of these decrees, that is any way binding upon this Court in the present ejectment; which must be determined by the evidence that has been given in it according to its preponderance; and, I have principally adverted to them, as they mark (what indeed otherwise appears) the discordant state of the village, antecedent to the time in question. I think however they rather bear on the right† of the *Poikarry* to dispose of his land without the consent of the *Velala*, than raise any serious question as to the *title* to the meerassee.

12. It is possible that the *Velala*, provoked by the success of the *Graminy* in the suits that have been referred to, had, about 1794, been attempting to push matters to extremity with them; and it is extremely probable that the Collector, having about this time (as is to be gathered from other sources than the present cause,) met with much unwelcome resistance in the pursuit of his plans, from

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* This is not at all probable, they appear to have claimed "as proprietors of the village."—W. H. B.

† The Chief Justice does not say that they *show* the right.—W. H. B.

the meerassadars of other neighbouring villages,* lent a willing ear to the complaints of the *Graminy* at *Tandearpett*, as a witness in fact says he did. That the *Velalas* were upon this occasion expelled from the village is not disputed ; and the object of this ejectment is to restore to them their rights, thus said to have been usurped.

13. Whether the Defendants were among the persons who committed this ouster is not material. But it is indispensable to the success of the action that they should be *found in possession of something belonging to the lessors of the Plaintiff*, recoverable in ejectment: otherwise, it must fail, whatever opinion the Court may be disposed to entertain as to the *right*.

14. With a view to the question, as it regards the *possession*, before I proceed to advert to the proofs as to the *right*, it will be of consequence to see in what, according to the evidence before the Court, the meerassee may be taken to have consisted, in the village to be recovered.

15. The evidence on both sides presumes an ancient grant from Government, vesting the right of cultivation, of which no direct proof is extant. The nature of the right therefore is to be collected from *usej*;† as to which, the result of a vast body of testimony on the part of the lessors of the Plaintiff, not contradicted in this respect by the Defendants' witnesses, informs us, that, beside their shares of the land cultivated, on behalf of themselves and Government, the meerassadars, whoever they were, had lands, called *manium*, the entire profits of which were their own.

16. Their *maniums*, (a peculiarly valuable property, as being exempt from rent and taxes), the cultivators' share of all other land in the village cultivated by themselves,‡ with the *Nuttum* in

* See para 21 of the Resolution of Govt. 8th Jan. 1796, p. 29 of these Selections.—W. H. B.

† This is in fact the only (and very unsatisfactory) source of information as to *Mírási* right.—W. H. B.

‡ This passage may be obscure to English readers. The produce of the land is divided between the Government and the ryot in certain proportions, and the Government share commuted in to a money payment. If a raaiyat *not* a mírásídár cultivates, he pays a portion of his share to the mírásídár. If the mírásídár himself cultivates, he keeps of course the *whole* of the *kudiváram* or ryot's share. The Government share is called the *mélváram*. The portion paid by the ryot to his mírási Landlord, is called *Tunduváram*. (See para 19)—W. H. B.

which they lived, including its adjacent back-yards, seem to have constituted the most material portion of their direct and proper rights. They were entitled indeed, beside these, to a few customary contributions of inferior consequence, also for their own proper use. 1. To *Calapady*, a minute proportion of the crop of lands in the hands of the *Poikarry*, for which the person who collected it on their account used to furnish them with beetle nut;* 2, to a small money payment, with a daily portion of fish from the fishermen, in consideration of the houses occupied by them in the village; and 3, to some trifling perquisite with respect to salt, the village being remarkable among other things for its saltpans. It does not appear, nor is it material in this cause, in what respect, if any, they were subject to the intervention of Government, except for the Circar share. It is sufficient, in the present action, *in which Government takes no part*, that, as against the rest of the world beside, the rights which I have enumerated, were beyond all doubt their's.

17. In their capacity of meerassadars, beside their direct and proper rights, they appear to have had inherent in them certain relative trusts. They were the general superintendents of the village, and as such, bound to maintain its charities, conduct its public concerns, and provide for the feasts and ceremonies of its pagoda; and, as all this could not be done without means, immemorial usage, sufficiently attested, proves that from every description of inhabitants in it, (the artificers of the village, as it would seem, and themselves certainly, excepted) they were entitled to receive at proper seasons certain customary relative dues.

18. There was deducted, at the gathering of the crop, from all who held land in it whether *Poikarries* or others, (*Maniumdars* excepted,) certain known proportions denominated *Cawny Mary*, *Cawny Shoomy* and *Cawny Coopatum*.† These were applicable to the charity, and village expenses.

19. The *Poikarries*, beside these, as the peculiar fruit of their tenure, paid what is called *Tondavarum* or, short share, in contra-

* The Betel nut given is of very little value, and merely a compliment in return for the grain fees paid by the *Páyakáris*.—W. H. B.

† Vide Glossary.—W. H. B.

distinction (as one witness explained it) to the share paid by them to Government, or to what the meerassadar would have received from the same land, had it remained in his own cultivation.* It seems to have been the rent reserved or payable upon a grant or sale by the meerassadars to a Poikarry, and to have accompanied rights of cultivation wherever they were assigned; though one apparently respectable witness, *Moodulingum* of *Connoor*, said it might depend upon *Cowle*.† In *Tandearpett*, it would seem that there was no instance in which it was not payable. It was distinguishable, in this respect, from the contributions from the crops, paid by other tenants of the village, that it was not entered in the public accounts; it was received by the meerassadars, applicable, like those other contributions, to *public purposes*;‡ but its application appears to have been left more to the unchecked discretion of the meerassadars; subject to the duty attaching to them, to satisfy all the public demands of the village, whether their collections for the purpose were sufficient or not.

20. These being the deductions from the land, there were, beside, two small annual dues, called *Ummun Vary*, and *Podary Vary*,‖ payable to the meerassadars, and appropriated to the use of the pagoda. They were personal dues; and payable by the inhabitants of the village generally, its artificers excepted.

21. Such appears to have been the nature of the meerassee,—such to have been the meerassadars. It is proved by one witness, *Nautchara*, one of the conicopolies of *Tandearpett*, that they were owners of all the lands of the village:—meaning *originally so*. "All" (he says) "regularly claimed under them." Of the greater part of the village, however, under cultivation, it is proved by many of the witnesses, on the part of the lessors of the Plaintiff themselves, that the Poikarry were, in fact, *the occupiers*.

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* See foot note 3. Page 132.—W. H. B.

† That is to say the usual *Tundu-váram* might be lowered, if so arranged in the *kaul* (or agreement) for taking up hitherto waste.—W. H. B.

‡ This appears erroneous. The *Tundu-váram* is the Mírásídár's own profit, or Landlord's rent.—W. H. B.

‖ See Glossary.—W. H B.

22. The parts, so occupied by these latter, were called *Puttadas*, meaning parcels of land, in which cultivation is carried on without the *Pycotta*;* extensive as they were, they did not belong entirely to the Poikarry : the Velalas themselves held lands in the Puttadas, composing a part of the rights from which they were ejected in 1794. The Puttadas principally occupied by the Poikarry, were *Poly puttada* and *To-dunda puttada*. They occupied others, more or less ; but these were the principal ; situated, I think, as described by the witnesses, in the extreme parts of the village, to the north and south of the Nuttum.

23. Having detailed the nature of the meerassee *right*, as it is to be collected from the evidence, before I proceed to the material questions in the cause, it may be fit to consider, so far as one can apprehend it, what must be deemed to have been *the situation of the Poikarry*, consistently with the evidence on the part of the lessors of the Plaintiff.

24. They claim in this action to have been themselves the rightful meerassadars, in opposition to the Velala, as represented by the lessors of the Plaintiffs ; upon what foundation will be discussed by and bye. I mean only at present to pause for a moment on their condition, as I think it must be conceded to them, upon the evidence in support of the action.

25. What they were bound to pay to the meerassadars, as contended by the lessors of the Plaintiff, and sufficiently established by the evidence, has already been stated ; in addition to which, they were answerable to *Bassevarauge*, a *Poligar*, for what was called *Mencauvel*, or higher *caution* ;† and which appears to have been regularly collected. Subject to these various claims, first, on

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* By the term *pattadai* is certainly *now* understood, a plot of ground irrigated from wells *by* a Pacotta. It is stated in para 39 that these parcels of land were " converted iuto gardens ;" and by the term garden is always understood land yielding vegetables, plantains, &c. and irrigated from wells.

† *Kával* hardly means care or caution ; and as here explained is not very intelligible. The word almost invariably means protection, guarding, watching. *Mén* means *over* or *upper*, and *mén kával* the District Police as distinguished from the Village. In former times, the *Pálaiyakáran* was supposed to be the chief guardian of the District.—W. H. B.

the part of Government, for the rent due to it; next on the part of the meerassadars, as the superintendents of the village; and, lastly, on the part of *Bassevarauge* (who was pledged, I suppose, in consideration of what he recei ed from them, for its security against robbers), they were the cultivating Graminy of the village. There were other Graminy in it, who may be taken to have confined themselves to their *proper* business of *drawing toddy*. The Poikarry were the general cultivators.

26. Holding under the meerassadars, as they must be confessed upon the evidence to have done, it was contended I think, on the part of the action, that they depended for their lands altogether upon their will. It may be conceded perhaps to the meerassadars, that they could not *alien without their consent*. Whether they could, or not, we are not called upon here to decide. It might be difficult perhaps to decide the question, on the evidence before us. It is possible, if not probable, that, by the legal constitution of the village, it was so; that the consent of these proprietors was requisite to their *aliening*.—*Moodulingum* however, a witness called by the lessors of the Plaintiff, said "they might sell without consent, if they "had purchased." It is true he was of *Connoor*, and not of *Tandearpett*, and spoke rather of meerassee and poikarry rights in general, than of those at *Tandearpett*.† Another, however, *Veeraragaven*, who was of *Tandearpett*, admitted their right to sell, "if they had had long possession and enjoyment." This must mean without consent; for, with it, all agree that that they might sell. Whether consent was necessary seems to have been the *vexata questio* between the parties in the Mayor's Court, which, in general, determined it *in favor of the Poikarry*.

27. Whether it was or was not necessary, to say their right to their lands depended upon the arbitrary will of the meerassadars, is a proposition which this Court is scarcely prepared to sustain upon the evidence before it. The Velala people probably thought that it did, and it was perhaps in their experiment to enforce it that they forfeited their own. Upon the evidence before the Court, we should be *disposed, I think, to hold that they had just as firm a*

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* He probably meant, if they *had purchased the Mirási* and then of course they could sell.—W. H. B.

*right in their puttadas, as the meerassadar had in his meerassee.** Each might be liable to forfeit for breach of tenure. Fulfilling the duties, and discharging the demands incident to them, each would, I apprehend, find protection in this Court, according to their respective rights. It is indisputable that, of the lands in the Puttadas, many had descended from father to son, through several generations, and their tenure in these must have been as secure, though not so profitable, as that of the meerassadars in their Manium. Even where they had not descended, the same witness, *Moodulingum*, says, "it would be difficult to turn them out, the ground being let to them under cowle." Such would look with confidence to this Court during the term of their cowle. Suppose an instanee among them of a tenancy at will,† properly so called. This Court would surely put a reasonable construction upon the tenure, and stipulate for a notice to quit, (*a*) subject to which the tenant would be protected, and held not removable.

28. Having premised so much, as essential to the right understanding of the questions in this action, and of the ground upon which the Court proposes finding a verdict in it *for the Defendants*, the first of them now arises, namely;

29. I. Whether the Nel Velala, admitted to be represented by the lessors of the Plaintiff, were the meerassadars of *Tandearpett*, down to 1794, having been so as long back as parole or written testimony can trace?—and, that they were so, it is impossible for us to entertain a moment's doubt, upon the evidence that has been recorded. It would not be difficult for me to enter into the detail of it, having the whole of the evidence in the cause abridged before me under particular heads. But it would be tedious to do so; and must be wholly unnecessary with respect to all who heard the trial. It is sufficient that I refer to it. It must be admitted that nothing of

* This is probably a slip for "manium." The mániyam had certain liabilities incident to it (para. 17.) The mírási is supposed by the Court evidently to be private property.—W. H. B.

† The *Purakudi páyakáris*, are generally tenants at will; but the *úlkudi payakaris* such as the Defendants in this case, are not so. They are acknowledged *residents*.—W. H. B.

(*a*) Qu. If the Hindu law requires such notice?

the kind could be more satisfactory. It is a fact proved by not fewer than twenty-seven witnesses, whose testimony as to this stands upon the whole unopposed. This body of testimony was collected from persons of various descriptions, whom it is impossible to suppose confederated for the purpose of imposing upon the Court, in a matter of such importance, and at the same time of such notoriety. They consisted of persons who were inhabitants of the village, and of others who were not; inhabitants of neighbouring villages, who had occasion to know the state of *Tandearpett*, previous to 1794. There were among them some who (the Court may be sure) must have been incapable of misrepresenting to it such a fact. There were in particular the hereditary Conicopolies, or Public Registrars of the village, peculiarly competent to speak to it, and entitled from their situation to credit. But their testimony did not rest upon declarations; they vouched the public accounts of the village, extracts of which are before the Court in evidence, in the nature of records, demonstrating the notorious truth.(*a*)

30. The fact is proved in every way in which a fact of the kind is capable of proof. It is proved from the accounts of the village, that a certain number of these Nel Velala families, represented by the lessors of the Plaintiff, divided the profits of the *Maniums*,—one of the *principal characteristics of the meerassee*. It is proved that they lived in the *Nuttum* from which they were ejected, in 1794. It is proved that they were the persons who received from the Poikarry, *Tondavaram*, with the other deductions due from the crops out of all the lands in the village, (the Maniums excepted,) together with the personal dues payable, generally speaking, by all the inhabitants. It is proved that they were the persons who regularly attended the Cutcherry at *Trevettoor* (the *Mehanum*, to which the village belonged) to settle there from time to time the

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(*a*) It is said by many, and I have since seen it authoritatively stated, that the Curnum or Conicopoly of a village is never to be implicitly believed, with respect to its accounts. [This note of Sir T. Strange is important, as showing what reliance can be placed on native municipal records, as demonstrating the notorious truth. In the present case, there is little doubt that the Plaintiffs *were* the real *Mirásidárs*.—W. H. B.]

Government share of the crop. It is proved that persons on the part of Government, having concerns to transact in the village, addressed themselves to them in the first instance: and that *Bassevarauge's* people, when they attended to receive his dues from the Poikarry, collected them under the sanction of the Velala. These are acts, which, combined, can leave no doubt as to the right; they are proved by competent witnesses, select in their kind, and exceeding in number what has often occurred in any action; and, of these, the oldest declared that they had always understood from their fathers and grand-fathers before them, that the Velala had, as far back as they could remember, ever been the meerassadars.

31. This evidence stands uncontradicted, which brings me to consider by what it is opposed. It is opposed by a few Graminy people, who undertake upon their oaths to say, they had always understood from their fathers, that the Poikarry were the meerassadars. It may be true that they so understood; but, it is certain, if their fathers really told them so, that they ventured to tell them that which they knew to be false. But it may be sufficient to say of it, that what their fathers so told them, standing by itself, is not evidence; it is hearsay merely; and the Defendants' witnesses speak but to one fact, tending to substantiate the claim which the Defendants would set up. It is not pretended by one of them, that previous to 1794, the Poikarry *had any manium, or ever received any of the various dues appropriated to the public uses of the village.* They paid, but did not receive; nor does it appear that they had any superintendence of the village concerns. They drew toddy, and cultivated; and were among the subjects, not the proprietors of the village. Till subsequent to 1794, there were none of them ever seen transacting with the *Amildar* at *Trevettoor.* No body till then appears ever to have applied to them for any purpose indicating their possession of pre-eminence in the village. It is true that they have given in evidence various bills of sale of land, distinct from that held by them in the Puttadas, and dated earlier that 1794. This is evidence of an exercise of ownership, from which right may be inferred. But it was satisfactorily proved, that they had been executed for the most part subsequent to 1794, and antedated, in order to evade a particular order of Go-

vernment, issued about that time,* prohibiting such alienations. No reliance whatever therefore can be placed upon this branch of their evidence, which alone goes to sustain the title they have been advised to set up, as being the rightful meerassadars.(*a*)

32. II. The final question remains, namely, the right being in the Velala, as represented by the lessors of the Plaintiff, *what are the latter to recover* in consequence, in this action?

33. We can, upon the principles of an ejectment, give a verdict for that only of which the Defendants appear to be *in possession*, belonging to the lessors of the Plaintiff.

34. Their possession must for this purpose be proved. The consent rule does not admit it. That rule lets them in to defend upon particular terms, of which a confession of possession of any part of the village does not constitute one. If they are in possession of any part of the village, however small, they are interested in defending an action, which is brought for the village, and of course for every part. The action, as brought, goes to the whole; though, as the declaration enumerates particulars, any of these may be recovered; but then they must be particulars in the possession of the Defendants, whose possession must be proved.

35. The action is not brought to recover dues abstracted, or withheld. They are not the subject of ejectment; they are the fruits of that *land, which is itself alone the subject of this action.*

36. Now, of what *land* belonging to the lessors of the Plaintiff, are the Defendants proved to have been in possession at the trial?

37. Shall we say the *Nuttum*? It is in evidence that the persons whom they represent took possession of it for a short time, immediately after the ouster; but it is proved, on the part of the lessors of the Plaintiffs themselves to have been long since destroyed, the houses to have been pulled down, and the site of them to be now uninhabited.

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* This is the order of Government referred to in paras. XI. and XII. of these Selections.—W. H. B.

(*a*) See on the subject of the meerassadars of Tanjore and Trichinopoly *Mr. Harris* and *Mr. Hodgson's* reports, in the Appendix to Fifth report of the Committee of the House of Commons, on the affairs of the East India Company, (1812), p. 829—832. [Printed in Nos. XIV. and XVIII. of these Selections.—W. H. B.]

38. Their *Maniums?* of these, it is not pretended that the Defendants are in possession of a cawney. The general evidence is, that, since 1794, (perhaps not quite satisfied with their newly-acquired title) they had disposed of every thing saleable; dividing the profits, according to the shares substituted among themselves in lieu of the original Velala shares.

39. From their *Puttadas*, for the reasons given, we should not, upon the evidence before us, think them removable in this ejectment. But even their Puttadas seem no longer to exist as such, for it is proved that they are all now converted into gardens.*

40. The *burial ground* belonging to the Velalas was used by them for a short time, affecting the rights of meerassadars. But every thing in the village is proved to have since changed hands. Its constitution appears to be changed; the *meerassee privileges are all done away*: and a new order of things, and a different set of proprietors must be taken to have succeeded.

41. The persons whom the Defendants represent, may in 1794, have been guilty of delinquency; and they, and the Defendants among them, may have profited of the wrong, of which the lessors of the Plaintiff complain. But this alone will not sustain the present action, which can only be maintained by those who bring it, *for land belonging to them in the actual possession of the Defendants*. But we do not, upon the evidence, find any, the property of the lessors of the Plaintiff, in Defendants' possession.

42. Therefore there must be a verdict *for the Defendants*.

A rule was obtained on the part of the lessors of the Plaintiff, to show cause why the verdict should not be set aside, and a verdict entered for the lessors of the Plaintiff. It was moved on two grounds; 1. That under the circumstances of this case, it was not necessary to prove possession. 2. That possession had been proved. Cause was shown on the 5th of October, before a full Bench, when the Court held evidence of possession to be indispensable; and that the necessary evidence had not been given. Whereupon it was about to discharge the rule; but at the instance

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* See note to para 22. There is still some obscurity as to the sense in which the word *Pattadai* was then used.—W. H. B.

of the counsel for the lessors of the Plaintiff, (the counsel for the Defendants not opposing it), it was ordered that *the verdict should be set aside, and a nonsuit entered.*

[No. XXV.] *From Mr. H. Taylor, Collector of Madras, to the Board of Revenue ; dated 17th June* 1806, *regarding the claims of certain Gráminis of Tándaiyarpett.*

1. I have to request you will inform the Board that in pursuance of their orders conveyed in your letter of the 21st December 1805, my predecessor set about an enquiry into the circumstances of the claim made by Mr. Wm. Light,* on the part of the meerassadars of Tandearpett, relative to some lands which were taken by Honorable Basil Cochrane, for the construction of part of the canal called Clive's canal, but that not having obtained the necessary information he was unable to report upon it.

2. It appears by measurement of the Company's Maistry, that the ground taken for the canal from Ennore bounds to the place where the Honorable Basil Cochrane has erected a Banksall—contains in all 33 cawnies, 9 grounds and 360 square feet, but that a compensation has already been given to the family of Sunca Vencataramiah, for 3 cawnies and 1,200 square feet; leaving :—

	Cawnies.	Grounds.	Feet.
Ground taken for the canal the property			
Chinnatombi Graminy.....	16	8	1,440
Do. do. Taunuppah Moodelly..	3	0	0
Do. do. Munnapah Moodelly.....	0	20	1,200
Do. do. Gooroonauden &c. being uncultivated and waste land.....	10	3	1,320
	30	8	1,560

instead of 27 cawnies as stated in Mr. Light's letter.

3. At the time the canal was cut, the price of land in the neighbourhood of the premises in question, appears from cadjan bills of

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* Mr. Light was an attorney. The parties here called "meerassadars" were the *Graminy* people or *úl-kudis*, who claimed the *mirás*. Mr. Light subsequently became the advocate of their adversaries, the *real* mírásidárs.

sale from the villagers to the said Munnapah Moodelly, and Chinnatombi Graminy, to have been from one to three Pagodas per cawny, and I beg leave to offer it as my opinion that if the meerassadars are paid in the highest value of their land at the time it was taken, viz. three Pagodas per cawny, that they are handsomely remunerated.

4. With respect to the ground represented to be rendered useless for the purpose of manufacturing salt, and which was until that time appropriated to that purpose, there appears by the Turpady or village account, only to have been seven instead of eleven cawnies, viz. :—

4½	Cawnies	subject to a tax to the Circar,		
1½	do.	a manium to the Cauwelgar,		
½	do.	a	do.	to the Concapillays, &c.,
½	do.	a	do.	to the Meerassadars,

and if a sluice was constructed on the bank of the canal opposite to the above grounds for the purpose of overflowing them occasionally, they might still be appropriated to the manufacturing of salt and consequently retain their primitive value ; but the necessity or expediency of such a measure must be decided by the general Agent for the salt monopoly.

[No. XXVI.] *From the Board of Revenue, dated* 18*th July* 1806.

1. I am directed by the Board to acknowledge the receipt of your letter under date the 17th ultimo, and, in reply, to desire that you will summon before you the several persons who claim compensation on account of land appropriated to the construction of the Ennore canal, and propose to them an offer of payment at the rate of three Pagodas per cawny, at the same time apprizing them of the *right of Government to make any appropriation of Circar land, more especially if waste*, on commuting the occupancy right, where such may be possessed ; and informing them that any further demand arising from the dishonest motive of profiting by arrangements which cannot be reversed, will be strenuously resisted.

2. The refusal or acceptance of this proposition by the meerassadars, you will report for the information of the Board.

3. With respect to the land represented to have been rendered useless for the manufacture of salt, the Board desire you will inform the parties claiming compensation, that Government have reserved the right of discontinuing the manufacture of that article wherever it may be deemed expedient, and that their claim should be stated to the general agent for the salt monopoly, by whom, should their interests be proved to have been affected, a just compensation will be recommended upon the principle laid down in Reg. I. A. D. 1805.

[No. XXVII.] *From Mr. Light, Attorney, to the Collector of Madras, requesting him not to make payment; dated 12th Sept.* 1806.

1. I am informed that you are going to pay some Toddy people a sum of one thousand or thirteen hundred Pagodas on account of some ground they lay claim to, comprising a part of Mr. Cochrane's canal, called Lord Clive's canal.

2. The right to the ground through which the canal passes, and to the whole village of Tandearpett is now in dispute. You will, therefore, be pleased to delay the payment until that question is decided. I have also written to Mr. Cochrane to advise him.

[No. XXVIII.] *From Mr. Light, Attorney, to Messrs. Arbuthnot and Co.; dated Sept.* 1810.

I beg leave to adress you, as the person principally acting for the Honorable Basil Cochrane, for information regarding a sum of money which was to have been paid by the Government of Fort St.George to certain persons (the Graminy) who claimed a right to that part of the ground through which runs what is called Lord Clive's canal, and which I prevented being paid, as there were others who disputed the title of the above claimants. An Ejectment has since been brought by the orignal proprietors of this and other lands in the village of Tandearpett, which came on for trial, and was not decided in favor of my clients* on account of an irregularity in the proceedings, though the general question of right was indisputably settled by the two judges who tried the cause, to be in my clients, the Vellalar caste;† the Advocate General was for my clients and if you have any doubts

* His clients *now* were the Vellaler mírásídárs. (See note p. 142.)

† See No. XXIV.

upon the subject, he will afford you such information as you may require.

It is not the intention of my clients to dispute in any manner the *possession* of the ground, either with Mr. Cochrane or the Honorable Company, and they are willing to accept the same money which was originally to be paid by the Company (1,360 Pagodas) but with interest at the usual rate, from the time the canal has been constructed; with permission however to them to get water from the canal to enable them to work the remainder of the Salt Pans. I shall immediately bring an Ejectment for the canal, but with no other intention than as I have above stated, as it is now more than probable the former Defendants will not attempt to dispute the title. What I request of you is, that you will inform me whether you will accede to these terms, that I may write to the Governor in Council for his sanction to receive the money, as it must be paid from the Treasury where it has been deposited some years. I have consulted Mr. Anstruther* and he sees no objection.

[No. XXIX.] *From Messrs. Arbuthnot and Co., to Government; dated 14th September* 1810.

As the Attornies for the Honorable Basil Cochrane, the Lessee of the canal, known by the name of Clive's canal, we take the liberty of acquainting you for the information of the Honorable the Governor in Council, that we have been lately served with a declaration in Ejectment, at the suit of one Mootoopermal Moodeliar, of the Vellala caste, who (as assignee of the other Vellalas) claims the whole of the village of *Tandearpett*; and by the letter from Mr. Light the attorney, of which we enclose a copy, it would seem that he claims a remuneration for some ground of the village on which part of the canal now runs.

Admitting the right of the present claimant, we understand that the ground now claimed, is part of the ground leased to Mr. Heefkee in 1806, and by him afterwards assigned over to Mr. Cochrane; and we therefore conceive it will be for Government to defend this action, or that they should direct an enquiry into the right of the present claimant to what his attorney now claims for him, and, if it be a well founded claim, to satisfy it.

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* The Advocate General.

[No. XXX.] *From the Board of Revenue to Government; dated 24th December* 1810.

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3. The letter from Mr. Light, is addressed to Messrs. Arbuthnot and Co., as Attornies to Mr. Cochrane, the Lessee of the canal known by the name of Clive's canal; and the object of that letter is to obtain payment of a sum of money (1,360 Pagodas) which Mr. Light states to have been deposited for the purpose of meeting certain claims of the meerassadars of *Tandearpett* to compensation for ground occupied by the canal.

4. It is alleged by Mr. Light, that the sum abovementioned was to have been paid to the Shanars or Toddy drawers in whom the meerassee right was then understood to be vested; but that he as Attorney for the Vellalas, prevented the payment, and that as the meerassee has since been declared to be vested in the latter (the Vellalas), the payment should now be made to *them* with interest, which he accordingly claims in their behalf, adding that for the purpose of establishing the right of the Vellalas to this payment, it is his intention to move for a Bill of Ejectment for the canal, a measure which he represents to be a matter of form only, though necessary to be observed in each separate case affecting possession, because the general question of right is all that has been declared in favor of his clients.

5. Admitting that the proceedings in the Supreme Court may have gone to the length of establishing the right of the Vellalas to the meerassee of *Tandearpett*, the only points for consideration are, whether any, and if any, what compensation is due to the meerassadars for ground occupied by the canal; and whether that compensation is payable by the Lessee or by the Company. In whichsoever party, in fact, the meerassee may be declared to be vested, these are the only points in which Government would appear to be directly interested.

6. Neither do the records of this office, nor so far as we can ascertain, do the records of Government, contain any information respecting the alleged deposits to meet the claim under consideration, it does not even appear that compensation was ever claimed, still less that the claim was ever specifically admitted.* It is matter

* No. XXV. and XXVI. of these Selections, seem to show that claims *were* admitted in 1806.—W. H. B.

of report, indeed, that a sum of money was deposited by Mr. Cochrane, for the purpose of answering eventual claims, but we have not been able to trace this report to any authentic source, and Mr. Heefkee, who was Mr. Cochrane's Agent in all matters relating to the canal, states that he is wholly ignorant of any such arrangement.

7. The claim, therefore, which Mr. Light has preferred, must rest upon its own intrinsic merits, and in this view it appears to us that if it be not altogether inadmissible, it is at least very greatly overcharged.

8. The square contents of the entire space of ground occupied by the canal, do not exceed fifty-five cawnies; of this somewhat less than nineteen cawnies belonging to the village of *Tandearpett*, the rest to the villages of Sattangad and *Trevettoor*. The soil of the whole is of the worst description, scarcely capable of production. The tract at present unoccupied on each side of the canal, would not sell for two Pagodas per cawny.

9. It cannot be doubted that in equity, the meerassadars are entitled to nothing more than the precise value of the land, which has been already stated; but it may be doubted whether they are entitled to *any compensation whatever*. At the time of forming the canal, had the land appropriated to that purpose been assessed with a rent, and offered to the meerassadars, there is no question that it would have been refused, which refusal according to the general usage, would have left to Government the option of disposing of it in any other manner: for the principle of the *absolute property in the soil* being vested in the meerassadars however suitable to primitive ages and institutions, does certainly *not accord with the usage of modern times* in this part of India, more especially as relates to land which neither is, nor within the memory of man has been, *in a state of cultivation;* at all events, it must be admitted that the meerassadars, or the persons claiming the meerassee, should have objected to the appropriation of the land in the first instance, or rather that their claim to compensation should have been preferred, at the time, to the Collector, by whom it would probably have been adjusted. It was only in the case of their claim having been rejected, (of which there is no trace) that they could be justified in having recourse to law.

10. It would appear however that the suit which has been carried on in the Supreme Court,* has been confined to the object of establishing the general right to the meerassee, claimed by the two contending parties, without any reference to the third parties in possession of different portions of land comprehended in the meerassee. Against these, as before explained, separate suits must be instituted, unless the claims can be brought to an amicable accommodation.

11. We would therefore recommend that the parties in whose favor it is stated that the general right has been determined, be referred to the Collector of Madras, for the purpose of adjusting the amount of compensation(if any) to which they may be entitled for the tract of ground under consideration, and if the claimants should not be satisfied with the quantum of compensation which after due enquiry it is determined to offer them, their claim will then assume a definite form, and become as a matter of course, the subject of a suit in the Court, to be defended by the Law Officers of the Company. In the meantime, we apprehend that under the explanations which have been afforded, sufficient cause can be shown why no process should issue from the Court whereby the possession may be disturbed.

12. We have understood that the claim under consideration embraces a piece of land near the basin of the canal, not expressly included in the agreement with Mr. Cochrane. The extent of this piece of land is about a cawny and a half ; a third part of which is stated to be occupied by Mr. Cochrane, and the rest by individuals who pay for the use of it a monthly quit rent to Government ; since its present appropriation, this land has of course acquired an enhanced value. It is estimated to be worth 20 Pagodas the "ground," at which rate the whole extent would be worth 720 Pagodas.

13. As this land was formerly a salt pan, we apprehend that it must be considered as exclusively belonging to, and at the disposal of, Government, but even should the meerassadars (contrary to general usage) be admitted to have a property in it, we take it for granted that the compensation should, in equity, be regulated, not with reference to the present enhanced value of the land, but with reference to its original value, or what would have been paid, at the time, to the meerassadars supposing that it had been taken by Go-

* See No. XXIV.

vernment, without any regard on the part of the meerassadar to the purpose to which it might be appropriated.

14. The original letter from Messrs. Arbuthnot, DeMonte and Co., with its enclosure, we have the honor herewith to return.

[No. XXXI.] *Mr. Ellis's Report on the claim of the Tàndaiyarpett mirásidárs ; dated 24th February* 1811.

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2. The Board's questions are,

"First.—Whether the meerassadars are entitled to *any* compensation for the ground in question ?"

Secondly.—*What* may be considered an equitable compensation, if the right of the meerassadars be admitted ?

Thirdly.—*By whom* such compensation should be made, whether by the lessee of ground or the Company ?

3. To the two former I shall proceed to reply, but with respect to latter, I submit to the Board that I am not competent to offer any opinion. I possess no information as to the terms under which the canal was originally leased, nor of the conditions on which it continues to be held by the lessee ; the information, however, which I shall endeavor to furnish, will I trust, enable the Board themselves to determine on the point.

4. The Supreme Court having determined the question of right,* it is not for me to enter on any particular discussion with regard to the adverse claims of the Vellálers and Shánárs. I may, however, as this case connects itself with many others that may hereafter demand examination, be permitted to observe with respect to the principle of "the absolute property of the soil being vested in the meerassadars," that the village of *Tandearpett* has been an appendage of Madras from the first foundation of the Town, and having consequently been subject to British dominion long before the Mogul conquests extended to this part of India, had, until the violent ejection of the ancient proprietors at a very recent period, been ever exempted from that oppressive system, which regarding only the easiest possible mode of collecting the highest possible revenue, had in neighbouring districts confounded rights, annihilated tenures, and thrown into confusion the wise ar-

* See No. XXIV.

rangements of "primitive ages," and of more civilized Governments; this is evidenced by the right possessed and exercised for a succession of years by the Velláler meerassadars of *Tandearpett* in common with those of other villages included in the Home Farm, to transfer by Bill of Sale in the *ancient legal form*, without restriction or control, *all descriptions of land* within the limits of the village, a fact which would seem practically to confute all theoretical reasoning on the general question in opposition to it.

5. Notwithstanding the circumstances here stated, it is no doubt a question, whether the meerassadars of *Tandearpett*, or of other villages within the bounds of the Home Farm, who like them have continued in the enjoyment of their ancient rights, are, under the existing orders of Government, entitled to claim the possession of land for which they have *neglected or refused to take Certificates*;* and this question, where the default has arisen from the meerassadars themselves, would, consistently with the strictest regard to justice and the most favorable consideration of their rights, be determined against them; but it is evident that this remark does not extend to the present case, as the rightful meerassadars had been ousted, and kept forcibly out of possession, when the land in question was appropriated to public purposes by the lease to Mr. Cochrane, for the construction of the canal. The claim, therefore, now that in due course of law they have been reinstated, revives supported by all their original rights, and unimpugned by the consideration of any circumstance that intervened during the period it lay dormant:—it is impossible to determine whether the meerassadars would or would not have accepted the ground under the conditions attached to the possession of landed property at Madras, though, as most of the present holders have conformed to them, it is probable that they also, would have done so.

6. For these reasons alone, I should have been prepared to submit to the Board in reply to the first question, that the meerassadars in whom the Court have declared the right of *cániyátchi* in the village of *Tandearpett* to vest, *ought* to receive a compensation for the land applied to the uses of Lord Clive's canal, in the bonâ fide possession of which they were at the time they were ousted

* These are the Certificates required by the Proclamation, No. XI. of these Selections.—W. H. B.

from the village ; but the correspondence to which I have above alluded, copies of which for the sake of easy reference, I enclose,* no longer permits their claim to rest on abstract reasoning, as the Board will find that it has *already been specifically allowed.*

7. This correspondence commences by a claim set up by Mr. Light, as attorney to the Shánars, then holding the cániyátchi of the village, to the sum of 1,360 star Pagodas, on account of the value of the land taken, and loss occasioned to the salt pans by cutting the canal. Mr. Taylor, then Collector, in reply to the reference made to him by the Board, states the ground for which the claim was made, consisting on the whole of 30† cawnies, 8 grounds and 1,560 square feet, to belong to Chinnatombi Gramini, Tandapa Moodelly, Manappa Moodelly, Gurunaden, &c., and that 3 Pagodas per cawny would be a full remuneration to them. With respect to the salt pans, he observes that the construction of a sluice would enable the continuance of the manufacture, the expediency of which must be determined by the general salt agent. The Board, in consequence of this letter, *sanctioned the payment* of three Pagodas per cawny for the extent appropriated to the canal, but, under the regulation I. of 1805, considered the possessors to have no other claim to the salt pans, than what is thereby allowed as compensation for the manufacture having been discontinued. On these orders the Collector proceeded to act; he had procured the consent of the possessary meerassadars, and was about to announce the conclusion of the arrangement to the Board, as appears from the draft of a letter deposited among the records, when the same Mr. Light, who, as attorney for the Shánars had before brought forward this claim, again presented himself as attorney for their opponents the Velláers, and prevented the adjustment as it was on the point of being concluded.

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10. The following statement exhibits at one view the several circumstances detailed in the preceding paragraphs with respect to the extent and value of the land within the bounds of village of

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* See Nos. XXV., XXVI., XXVII.

† N. B. The ground occupied by the bed of the canal, only appears to be here intended.—(Original note.)

Tandearpett, taken either on account of Government or for the purpose of the canal, at the period when it was cut :—

1	2			3			4			5			6			7			8			9		
Number.	Extent of land divided between Government and the Lessee of the canal.			Extent taken for the canal.			Value per Cawny.			Value of the land taken for the canal.			Extent of land taken by Govt.			Value per Cawny.			Value of the land taken by Govt.			Value of the whole extent taken.		
	Cans.	Gds.	Sq.ft.	Cans.	Gds.	Sq.ft.	S. Ps.	F.	C.	S. Ps.	F.	C.	Cans.	Gds.	Sq.ft.	S. Ps.	F.	C.	S. Ps.	F.	C.	S. Ps.	F.	C.
No. 1.....	3	0	0	1	10	0	72	0	0	102	0	0	1	14	0	72	0	0	114	0	0	216	0	0
No. 2.....	14	15	899	2	17	0	72	0	0	195	0	0	11	22	890	72	0	0	859	5	5	1,054	5	5
No. 3.....	0	0	0	0	20	0	5	0	0	4	7	40	0	0	0	0	0	0	0	0	0	4	7	40
No. 4.....	0	0	0	15	12	1,440	1	0	0	15	23	40	0	0	0	0	0	0	0	0	0	15	23	40
No. 5.....	0	0	0	4	12	0	1	22	40	6	33	40	0	0	0	0	0	0	0	0	0	6	33	40
				20	20	1,440				26	19	40												
Total..	17	15	800	24	23	1,440	0	0	0	323	19	40	13	12	890	0	0	0	973	5	5	1,296	24	45

It hence appears, that were the value of the whole extent of ground taken on account of Government, or for the canal, to be

now paid, it would amount to Star Pagodas 1,216-24-45, not Star Pagodas 1,360, as stated by Mr. Light, but for *this* claim there is not, as already shown, the least foundation; the extent of ground on account of which the meerassadars are entitled to any remuneration, is that entered opposite No. 3, 4, and 5, in column 3, being cawnies 20, grounds 20, square feet 1,440, valued, as shown in columns 5, at star Pagodas 26-19-40. In reply, therefore, to the second question in your letter, I have to state that the payment of this sum would be an "equitable compensation" to the meerassadars for every claim they can rightfully maintain.

[No. XXXII.] *From Government to the Board of Revenue; dated 9th April*, 1811.

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4. As it appears from the report of the Collector of Madras, that the claim of the inhabitants of Tandearpett to compensation for ground occupied by Clive's canal cannot rightfully be maintained to the extent insisted upon by their attorney, Mr. Light, and that the question has been already fully discussed, and would have been finally adjusted, but for the interposition of this person; the Governor in Council concurs in opinion with you that the best mode of disposing of the subject will be to refer the parties to the Collector for adjustment, apprizing them at the same time in the event of their declining the proposed terms, and persisting in instituting a suit for the amount claimed, that the Collector has been directed to defend it. Intimation to this effect will accordingly be given to the agents of the Lessee, and you are directed to instruct the Collector to resist the claim to compensation beyond the amount shown by him to be rightfully maintainable.

[No. XXXIII.] *Extract of letter from Government to Board of Revenue; dated 3rd September* 1813.

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16. It only remains to furnish you with instructions regarding the settlement to be introduced into those districts in which the authority of Government is not yet positively committed in favor of any particular settlement. Those districts are Trichinopoly,

Madura and Dindigul, Tinnevelly, Coimbatore, Palnaud, and Balaghaut.

17. In the wet lands of Tinnevelly, it appears to be impracticable to act upon the ryotwar system, as teerwas were never fixed on them. Moreover, the notorious existence of valuable property in the meerassee rights of those lands, renders it just that the settlement should, as you propose, be concluded with the meerassadars, and that they should not be passed over, for the purpose of concluding a settlement with their servants, the ryots. The intention of the Court of Directors is not to destroy, but to confirm proprietary right; and that intention would be as completely perverted and violated, if landholders were *shoved out* by their inferiors, who never possessed such a right, as if they were *trodden down* by other landholders, who possessed it to a greater extent than themselves. In either case, they would be ousted from what is their own. The intention of the Honorable Court is to *revert* to a system calculated to preserve private rights, which they conceive to have been injudiciously abandoned; not by any means to establish a *new* system, calculated to overthrow the private rights which have hitherto existed.

18. The Governor in Council feels no hesitation, therefore, in authorizing you to conclude a village settlement, as you propose, with all the meerassadars for the wet lands in Tinnevelly. It will be indispensible that it be concluded on the principles above prescribed, and very desirable that it should not bind *the Government for any definite period*; or if that is impracticable, that the period should be as short as possible, so as that the Court of Directors may not be embarrassed in their final decision.

19. The foregoing reasoning applies also to the wet lands of Trichinopoly, with the exception that teerwas have been fixed upon those lands; and the teerwas are so high, that the force of this exception is greatly diminished. The Governor in Council, therefore, authorizes you to conclude a village lease settlement with all the meerassadars for the wet lands in the Trichinopoly district, upon the same principles and with the same limitation regarding its period, as are prescribed for the village lease settlement for the wet lands in Tinnevelly.

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24. There is manifestly the same reason for upholding meerassee rights where the ryotwar system prevails, as for protecting the ryots from oppression when the settlement is concluded with the meerassadars. Wherever the meerassadar and the ryot are one and the same person, this object is sufficiently provided for; but the Governor in Council is desirous of being distinctly informed, in what manner the existence of a meerassee right is practically recognized, and by what arrangement any consideration is paid on account of it, when a settlement is concluded with a ryot who is not a meerassadar, for any land in which the meerassee rights exist.

NOTE.

The Court of Directors in their despatch of 16th December, 1812, para 33 directed the introduction of the Raiyatwar system in the following words.

33. It remains for us, on the grounds and for the reasons stated, to signify to you *our directions that in all the provinces that may be unsettled when* this dispatch shall reach you, *the principle of the ryotwar system*, as it is termed, *shall be acted upon*, and that where the village rents upon any other principle shall have been established, the leases shall be declared terminable at the expiration of the period for which they may have been granted; and that, if such a measure be not already adopted, an express stipulation be made, requiring the issue of pottahs by the renters to the Ryots, on pain of forfeiting their leases.

[No. XXXIV.] *Extract of letter from Government to Board of Revenue; dated 2nd August*, 1814.

1. In preparing a final reply to the letter from the Honorable the Court of Directors, in the Revenue department, dated the 16th of December 1812, the Honorable the Governor in Council has found that the information before Government on particular points, concerning the practical introduction of the decennial village lease settlement, the usage in former Revenue settlements, and the nature of landed tenure, is less precise and complete than the Governor in Council and the Honorable Court would wish to possess;

I have, therefore, been instructed to frame the annexed queries, and to desire that they may be circulated, for answers, to the Collectors of the several districts into which the decennial village lease settlement has been introduced, and that the first seventeen queries may be sent for answers to the Collectors of Malabar and Canara, and to any other Collectors from whom you may conceive that useful information on the points to which they relate may be obtained.

1. How has meerassee right hitherto been recognized and respected, where meerassadars were not the renters? (This point was referred to you in the last paragraph but one of the letter dated 3d September last, but no reply has yet been received from you.)

2. Does meerassee right extend to waste lands?

3. Is meerassee right forfeited for ever, when cultivation is for a single season discontinued?

4. Where meerassee right exists, has it always been respected by the officers of Government in framing the jummabundy?

5. If not respected by the officers of Government, has it nevertheless been respected by the people themselves?

6. In how many villages of the district does meerassee right exist?

7. In how many villages is there no meerassee right?

8. How many meerassadars are there in the district?

9. How many cultivators are there?

10. What is the average annual value of meerassee right in proportion to the produce?

11. What is the average annual value of meerassee right in proportion to the revenue?

12. Is meerassee right ever sold?

13. How many years purchase of its annual value is meerassee right generally sold for?

14. What is the greatest, the least, and the average annual value of the meerass of one meerassadar?

15. Do meerassadars attach any other besides a pecuniary value to their meerass?

16. Where there is no meerassee right, is there any other tie by which particular individuals are attached to particular fields, and what is it?

17. Where there is no meerassee right, has it been usual for the ryots to remove from one village, and from one part of a village to another, and has their removal depended on their own choice or on that of the Collector?

18. How many renters are there under the decennial settlement?

19. What is the amount of the rent of the whole district?

20. What is the greatest, the least, and the average number of renters in a village?

21. How many of the renters are meerassadars?

22. How many of the meerassadars are not renters?

23. How many of the meerassadars who are not renters would have chosen to be renters, had the terms of the rent been more favourable to them?

24. How many of the renters who are not meerassadars were renters under the triennial lease?

25. Are the renters in any village merely the representatives of the meerassadars at large, and only responsible jointly with them?

26. Would it be practicable to frame a village settlement, in which the renters should be merely the representatives of the meerassadars at large, and renters on their behalf?

27. Where the renters are not merely the representatives of the meerassadars, according to what rule is the produce divided between the cultivating ryot, the meerassadar, and the renter; and in what proportions do they respectively reap the benefit of a good crop and sustain the loss of a bad one?

28. Is the renter to derive the whole advantage afforded by the waste land, or is he to share it with the meerassadar?

2. The Governor in Council is aware, that the answers to some of the foregoing queries are to be found in the papers already before Government, and that the points involved in others of them may be familiar to persons who have been employed as executive Revenue officers; but it is nevertheless deemed desirable, that the information which the answers to the whole of the queries will afford should be embodied together, as one part of it will be required to illustrate another. You will, therefore, instruct the Collectors to give a specific answer to each query, and to subjoin to it

any explanatory observations which they may think proper to offer.

3. It will also be proper that you should desire the Collectors to spare no pains in ascertaining the accuracy of the information they may afford, and to lose no time in submitting it. The Court of Directors will be led to expect it at as early a period as is reasonable; and it may be supposed that the scrupulous attention which the Honorable Court have paid to the revenue affairs of this Government, will induce them to attach particular importance to information bearing so closely on the discussions concerning them, into which they have of late entered with such earnestness. The Governor in Council desires that the answers of each Collector may be submitted as soon as they are received, and may not be detained for the general report concerning them which it will be expected of you to prepare, after the whole of them have come under your observation.

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[No. XXXV.] *Replies from Mr. R. Peter at Madura to the Mirási questions; dated 10th January*, 1815.

1st Query. Answer.—In Dindigul and Madura the meerassadars are termed *Karay-karens*. Should they not be renters, their right would nevertheless be respected, and they would receive their established shares, for the lands which should be cultivated.

2nd Query. Ans.—Meerassee right, does extend to Waste lands; and if these lands are brought under cultivation, even by a renter, the meerassadar is entitled to *his share*.

3rd Query. Ans.—Meerassee right is not forfeited by cultivation being discontinued for a single season.

4th Query. Ans.—It has been usual to respect meerassee right.

5th Query. Ans.—Where *Karay-karens* do exist, they are respected by the inhabitants.

6th Query. Ans.—Meerassee right exists in 155 villages in Dindigul, and in 715 villages in Madura.

7th Query. Ans.—There is no meerassee right in 26 villages of Dindigul and 163 villages in Madura.

8th Query. Ans.—There are 3,878 meerassadars in Dindigul, and 6,422 in Madura.

9th Query. Ans.—There are 9,632 cultivators in Dindigul, and 6,422 in Madura.

10th Query. Ans.—The average is about one-tenth of the produce.

11th Query. Ans.—The average value is about one-fourth.

12th Query. Ans.—It is, sometimes, but very seldom, and when a *Karay-karen* is desirous of parting with his *karay*, he must in the first instance, offer it to his relations; if not required by them, to the other *karay-karens* of the village, and if refused by them, (with their consent) to any other person.

13th Query. Ans.—The meerassee right is so seldom sold, that it is difficult to ascertain, for what number of years, of its annual value, it is sold for; it of course depends greatly on the description of soil and its produce, and may be estimated at from 10 to 20 years.

14th Query. Ans.—The greatest is estimated at 60 *Chucks*, the lowest at 3 *Chucks*, and the average at from 20 to 25 *Chucks*.*

15th Query. Ans.—Their hereditary right and influence in the village, are considerations of attachment, independent of the pecuniary value of their meerassee right.

16th Query. Ans.—Where *Karay-karens* do not exist, particular lands are held by inhabitants, on a

* Chuckrum—a small gold coin = Rs. 2 1-11.—W. H.

right, of having been at the expense of bringing them under cultivation for a series of years; and though such lands are considered as attached to them, yet they have, in no instance, a right to dispose of them by sale, or give them away in charity—in the same manner as the *Karay-karens* are entitled to do.

17th Query. Ans.—Ryots can move from one village to another at pleasure, but not until they have discharged their kists. Should there be any balance against them, they are required to remain in the village, till the amount is liquidated.

18th, 19th, 20th, 21st, 22nd, 23rd Queries. Ans.—These Queries do not relate to these districts.

24th Query. Ans.—In those villages where meerassee right existed, all the renters were meerassadars, and in those villages, where no meerassee right existed, the head inhabitants were the renters.

25th Query. Ans.—In no village where there are meerassdars, were the renters the representatives of them.

26th Query. Ans.—It would be difficult, if not impracticable, as the meerassadars would not be responsible for the renters.

27th Query. Ans.—Where the renters may not be the meerassadars, they have only to receive the *melwarom* or Circar's share, according to the established customs in each village, either in kind or money, and the profit or loss would be borne by them and not by the meerassadar. The Circar's share is estimated at two-fifths of

the produce, one-fifth is deducted for seed, labor, &c. and the remander two-fifths go to the cultivator, out of which, he pays one-fourth as the *Karay-karen's* share.*

28th Query. Ans.—If waste land is cultivated, the renter can only claim the Circar's share, and not the share of the *Karay-karens.*

[No. XXXVI.] *Replies of Mr. J. Cotton, at Tinnevelly to the Mirási questions; dated 8th May* 1817.

1st Query. Answer.—Meerassee right, wherever it exists, is recognized and respected to its full extent, whether the meerassadars are, or are not the renters; there is indeed only one village in this district, where they are not the renters.

2nd Query. Ans.—Meerassee right, wherever it exists, extends to waste land.

3rd Query. Ans.—No! It is not considered to be so in this district.

4th Query. Ans.—In every instance it has been respected.

5th Query. Ans.—It has been respected both by the Officers of Government and the people.

6th Query. Ans.—Meerassee right exists very generally in this district; there are only a very few villages, in which the Circar is considered the proprietor of the land.

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* Example.

Gross produce.....	100
Sirkar share.....	40
	60
Charges of cultivation.....	20
Ryot's share.....	40

but if he is not a Mirásidar, he pays 10 of this as *Tundúvárum* and retains 30, out of the original 100.—W. H. B.

7th Query. Ans.—It is difficult to define the exact number; the privileges and enjoyments held by the inhabitants, being with few exceptions, much the same as are enjoyed in meerassee villages.

8th Query. Ans.—There are about 40,000 meerassadars in the district.

9th Query. Ans.—There are about 30,000 cultivators in the district, besides meerassadars, who cultivate their own lands.

10th Query. This depends entirely on the system pursued by the meerassadars in the cultivation of their lands; those who cultivate their lands by means of renters on a Swamy Bogum tenure, enjoy as their meerassee right about $4\frac{7}{8}$ per cent. of the gross produce; those who cultivate entirely by Paragoodies enjoy about $12\frac{3}{4}\frac{5}{4}$ per cent.; those who cultivate entirely by themselves, $12\frac{3}{8}\frac{5}{4}$ per cent.; and those who cultivate partly by means of Pullers and Paragoodies, and partly by renters on a Sawmy Bogum tenure, about $9\frac{3}{8}$ per cent. of the gross produce. In 1,080 villages of this district, of which the particular accounts have been received, there are of the first description of meerassadars about 359, of the second 13,708, of the third 20,553, and of the fourth about 2,514.

11th Query. Ans.—The meerassee right in different villages varies so much, that without intricate and very long calculations, it is very difficult to state this amount.

12th Query. Ans.—Yes it is.

13th Query. Ans.—According to the accounts received from the villages, it varies in a most extraordinary degree, from 266 years purchase, to 13

months; the average appears to be 7 years, 4 months, and 16 days.

14th Query. Ans.—The greatest appears to be 40 per cent., the least $\frac{1}{64}$ per cent., and the average $11\frac{3}{4}$ per cent.

15th Query. Ans.—It is not known particularly that they do; they certainly possess an influence over the ryots, and are regarded as a superior class of cultivators.

16th Query. Ans.—Where meerassee right does not exist, there prevails right of occupancy from, paying regularly the dues of Government, which is universally respected.

17th Query. Ans.—There has not been as far as I know, any restriction on the ryots in this district, and there is none now; they are at liberty to cultivate where they please.

18th Query. Ans.—In 990 villages settled to the end of Fusly 1224, there are about 24,055 renters.

19th Query. Ans.—Exclusive of the Pollams, but including the extra items of revenue, the rent of the whole district in Fusly 1,225 was Pags. 4,56,670, As. 34, C. 51; and of the settled villages on lease, Pags. 3,29,158, As. 31, C. 43.

20th Query. Ans.—In the settled villages on lease the greatest number of renters is 487, the least one, and the average thirty-two.

21st Query. Ans.—They are all meerassadars of the same village, excepting in one instance, where the renter is a meerassadar of a neighbouring village.

22nd Query. Ans.—There are about 16,850 meerassadars who are not renters.

23rd Query. Ans.—It is not believed that any of the meerassadars who are not renters, would have

been renters on any other terms that could reasonably have been offered to them.

24th Query. Ans.—There is only one instance in which the renter is not the meerassadar also of the village, but a meerassadar of another village, and a renter under the triennial lease.

25th Query. Ans.—The renters are generally all the meerassadars of a village who have signed the Jummabundy Moochilka, either by themselves or by Vakalutnamah.

26th Query. Ans.—The purport of this query is not distinctly understood; if a man comes to the Cutcherry with a Vakalutnamah from all the meerassadars to settle their interests in the village, it would certainly be very practicable to form a village settlement with him.

27th Query. Ans.—The meerassadars being themselves almost in every instance the renters, they divide the produce with the cultivating ryots as under an *aumanie* management; and according to the *mamool* of the village or agreement among themselves, enjoy the profit or bear the loss of a good or bad crop.

28th Query. Ans.—If the renters are distinct from the meerassadars, they will of course enjoy all the advantages of an increased cultivation; but if meerassadars themselves, the profits are shared amongst them according as they hold and enjoy their other lands.

[No. XXXVII.] *Replies from Mr. J. Cotton at Tinnevelly to additional Queries; dated 23rd April*, 1818.

Query.—Refer to answer to question 6th.—In the villages in which the Circar is considered the

Answer.—The Collector on enquiry is not aware of any general rule, observable in the cultivation of villages in which the Circar is considered the proprietor,

proprietor of the land, how are the lands distributed? Mr. Lushington states that in such villages there are no *pungs*, *carays* or *rushums*, but that each cultivator may nevertheless hold an ascertained extent of land, which he claims the right of cultivating. Is this so? or are the lands distributed according to any fixed rule, or at the pleasure of the Circar?

Query.—Refer to answer to question 7th.—It is here stated that the privileges and enjoyments held by the inhabitants "in the villages, in which there is no meerassee right, is much the same as in meerassee villages." What is it then that actually distinguishes the tenure of such inhabitants from meerassee? In answer to question 16 this right is called "the right of occupancy," and Mr. Lushington states in his report, that it cannot be contrary to what Mr. Lushington has reported. In one village however, Caroongadul in the Calcaud Talook, the lands appear to be divided into *pungs*, and the inhabitants by agreement cultivate each their *pungs* for 5 or 6 years, and then make an exchange of them; inasmuch as, each cultivator appears to hold a certain extent of land, which he claims for himself and his heirs the right of cultivating. The Collector has never had a case before him of any dispute about the cultivation of the lands in these villages, nor does he know an instance in this district, in which the Circar have exercised any authority in distributing the lands for cultivation.

Ans.—The privileges and enjoyments are so far the same in these as in meerassee villages, that the inhabitants receive the same share of the produce, 50 per cent. They are not however entitled to any *mauniums*, which some of the meerassadars receive, nor to what is called *Sawmy Bogum*, should they relinquish their lands to another to cultivate; they have simply the right of occupancy so long as they are willing to cultivate the lands and pay the Circar assessment; and this right as Mr. Lushington has stated, cannot be sold, the inhabitants so occupying lands, being considered "as inherently not possessing the right of sale." The number of villages in this District, in which this right of occupancy merely is said to exist, is only 38, of

sold. Is this the case? and if so, why so? Is it because the persons so occupying are considered as inherently not possessing the right of sale, or is it because the lands of the villages they occupy are on account of their inferior quality unsaleable? Are the villages in which this right of occupancy only exists, in general *punjee* villages, or *nunjee or punjee* intermixed? Do they in fact, or do they not differ, with regard to the quality of the soil, in any and what respects from meerassee villages? Are these villages and meerassee villages intermingled, or are the former found only in a particular district or districts of the Zillah.

which 32 are *ayen*, paying a full Revenue to Government, and the others alienated in support of some *chuttrums*, and other public institutions; they are none of them of the superior class of villages, but they are not particularly distinguished in any way from meerassee villages, either by their unfavourable situation, or inferior quality of the soil; there is both *nunja* and *punja* cultivation in them, the former exceeding in some, and the latter in others, and they are intermingled with meerassee villages. They are situated as follows, in the Streevygoontum Talook nineteen; in the Tencaushy Talook twelve; in the Nelliambalum Talook six, and in the Calcaud Talook one.

Query.—Refer to answer to question 9th.—Are the inhabitants holding their lands by right of occupancy, included in the 30,000 cultivators here mentioned? Do the remainder "who cultivate their *own*

Ans.—The number of inhabitants holding their lands by right of occupancy *are* included in the computed number of meerassadars in the district, being most of them renters under the lease; many of the meerassadars are themselves cultivators of their own lands, and these are the people alluded to in answer to question 9, besides the 30,000 cultivators

lands," hold them under the meerassadars, and if so, by what tenures ? Are any of these cultivators, like those holding the right of occupancy, permanently domiciled in the villages in which they reside and not removable by the meerassadars? Are there any who hold an annual, or other temporary tenures? Lastly, are there any to whom lands, which the meerassadars have declined cultivating, have been assigned by the Circar?

there mentioned; of this last description of inhabitants, many of them, about 24,000 according to the accounts hitherto received, are fixed residents in the villages in which they cultivate, being removeable it is supposed, from the lands at the pleasure of the meerassadars, though it is a right never yet tried in the Court, and seldom attempted to be enforced; and the others, about 6,000, are regular Paragoodies, having no fixed lands for cultivation, but who move about from one village to another, where they find their labour most in request. Except in a few villages, where the meerassadars have *voluntarily* resigned their claim to waste lands, which have been given on *cowle* to others desirous of cultivating them, no other assignments have been made.

Query.—Refer to answer to question 10th. —How has the value of meerassee right here stated been calculated? What is the distinction between land cultivated "by means of renters "on a Swamy Bogum "tenure," and those cultivated by Paragoodies? How does it happen that the gain to the meerassadar from lands cultivated by Paragoodies, and from those cultivated by themselves is

Ans.—The value of meerassee right shown in the former answer was on a *general average* of all the accounts received; and for an explanation of the manner in which it was calculated, see the accompanying statements Nos. 1 and 2. What is meant by meerassadars cultivating their lands by means of renters on a Swamy Bogum tenure is, their giving up their lands to others to cultivate on receiving from them a small percentage of the produce, or a fixed quantity of grain, from every seed cottah of land cultivated, the renters taking upon themselves the responsibility of answering all the demands of Revenue from Government. The meerassadars, who cul-

nearly the same? Do all the meeressadars who cultivate themselves, possess slaves? Do those holding the right of occupancy and other descriptions of cultivators, possess them? Are slaves always sold with the land, or may they be sold separately?

tivate by means of Paragoodies give up to them a share of their *warum*, which in this district is called *yarivady warum*, and varies in its general rate in different Talooks, from $29\frac{1}{2}\frac{5}{2}$ to $42\frac{7}{8}$ per cent.* of the gross produce; the remainder is retained by the meerassadars, as their *toondoo warum*, or meerassee right. A meerassadar cultivating his lands by his own hands, will of course derive the greatest profit, but many of the meerassadars classed as cultivators, have slaves and *puller* coolies to assist them, and the expenses of cultivation then become nearly the same, and greater in some instances, than if Paragoodies were employed. The inhabitants holding lands by right of occupancy only, are not known to possess any slaves, but they cultivate by means of Paragoodies, and *puller* coolies in the same manner, as the meerassadars. Slaves in this District are sold both with the land and separately.

Query.—Refer to answer to question 13th. —State any instance in which meerassee has sold for 266 years purchase, with particulars, such as the name of the village, of the seller, and purchaser, extent of the meerassee sold, annual value, amount, sale, &c.?

Ans.—For explanation of this calculation see accompanying statement No. 3; and by a memorandum annexed, the grant of a *manium* to the meerassadars of this village, which was not taken into the calculation before, will appear to have been the chief inducement for the purchase, as it reduces the number of years purchase to 10, instead of 266 years.

Query.—Refer to answer to question 14th.

Ans.—The instance, which is quoted of meerassee right being no more than

* N. B. This has reference only to the *Nunjah Warum*.

—How are these calculations made? State any instance in which the annual value of meerassee is not more than $\frac{1}{8}$ per cent., and explain the cause of its being so low?

Query.—Refer to answer to question 20th. —What is the name of the village in which there are 487 renters or meerassadars? (N. B. These two terms are made equivalent by the answer next following.) What is its extent and annual value? Into how many *caries* is it divided? And what is the cause of the meerassadars being so numerous? How many villages are there in the Zillah in which there are 50, and in how many 100 meerassadars?

$\frac{1}{8}$ per cent. of the gross produce, appears on further enquiry not to have been correctly stated; it is the *net profit* which the cultivators of the Punjah lands in Watrap village in the Streevalapootoor Talook, derive from their cultivation. They are not *all* meerassadars, but the most part of them inhabitants, permanently domiciled in the village, who cultivate the *wet* lands as Poragoodies under the meerassadars, and the *dry* lands entirely on their own account, paying no more than the Circar Teerwah; their total number is 970, and a reference to statement No. 4 enclosed, will show how their profits are calculated to be $\frac{1}{8}$ per cent. of the gross produce.

Ans.—The Cusbah village of Nelliambalum, in which there are 1,134 seed Cottahs or 1,390 Caws. 19 Gds. 696 Sq. feet of *nunjah* land, and 259 Chains, or 712 Cawnies, 6 Gd. 0 Ft. of *punjah* land under cultivation, and the annual revenue from it, is 13,119 Cchs. or Star Pagodas 7,950 Fs. 40 C. 73; it is what is called an *Arudicaree* village, every meerassadar holding his land separately from the rest, and paying upon it a due proportion of the total settlement. There are 93 villages in the district, in which there are above one hundred meerassadars, and 116 villages, in which there are more than fifty.

Query.—Refer to answer to question 21st.—What are the reasons for the 16,850 meerassadars heremention ed not having become renters? The answer to the next question shows it not to have been occasioned solely by the unfavourableness of the terms, state therefore generally the several causes to which it may be attributed. Are any of those non residents? Have any of them mortgaged or assigned their lands? In any of these cases have their sub-renters on Swamy Bogum tenure, or the mortgagees, or assignees, become renters in the names of the meerassadars?

Ans.—The aversion of some people to bind themselves to any engagement, and the perverse disposition of others, may be considered the chief causes of so many of the meerassadars not having become renters; some of them may have been absent at the time, but it is understood, that most of them, although they have not made themselves responsible to the Circar, by signing, either in person or by vakeel, the settlement *muchilka*, have since joined with the other meerassadars in their responsibility for the rent. If particular enquiries were made, it is likely that some mortgagees and assignees might be found to have become renters in the name of the meerassadars, but then they would appear in the number of renters mentioned in the former answer to question 18.

Query.—Refer to answer to question 24th.—What was the reason that the single meerassadar here mentioned did not rent his lands?

Ans.—No particular reason was assigned by this meerassadar for not renting his lands, and none is known, except his unwillingness to undertake the responsibility.

Query.—Refer to answer to question 28th.—Would the renter, when distinct from the

Ans.—The collector is unable to answer any of these queries from actual experience; he is of opinion however, that a renter, distinct from the meerassadars,

meerassadar, be permitted to employ any persons not meerassadars in the cultivation of the wastes of a meerassee village, or must he offer them in the first instance to the meerassadars and on their refusal may he then employ strangers without their consent? You have stated meerassee right to extend to wastes. Is this right lost when they are brought into cultivation by strangers, or may the meerassadar reclaim his right whenever he may be in a condition to cultivate them himself? How is the case in villages, wherein the right of occupancy only exists ? Has the renter there the absolute disposal of the wastes? Can he introduce foreign cultivators ? and can the original occupying inhabitant reclaim them from strangers ?

would have the right of employing strangers in the cultivation of the waste lands, if the meerassadars refused to do so, but that he must first offer them to the meerassadars. When it was stated that meerassee right extended to waste lands, that right was not considered to be of that nature to prevent the Circar from assigning them to others, if the meerassadars objected or were unable to cultivate them ; and it is a question not yet decided, whether in this case, as well as where their consent *had* been given to the cultivation of the wastes, by strangers, they could claim possession of them again. The inhabitants of villages in which the right of occupancy only exists, are the renters in every instance, and have the disposal of the wastes, just as the meerassadars have in other villages ; but all strangers cultivating waste lands would have simply the right of occupancy, and no power to sell them, unless in meerassee villages, they had obtained the consent of the meerassadars.*

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* The enclosures to this paper are figured statements, affording no clear information whatever, and are not printed.—W. H. B.

[No. XXXVIII.] *Replies from Mr. F. W. Ellis, Collector of Madras, to the Mirâsi Questions; dated 30th May, 1816.*

NOTE.—[The first portion of this paper is from the *Introduction* to the published copy of the answers, prefixed by Mr. Ellis himself.]

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In consequence of the letter from Government, dated 2nd August, 1814,* the Board of Revenue ordered a copy of it to be sent to Mr. Ellis, the Collector of Madras, among others, directing his particular attention to the *seventeen first questions*. His replies to these questions were accordingly submitted to the Board under date the 30th May 1816;—the following extracts are from the letter which accompanied them.

Para. 3d. "The replies now transmitted are confined to the first seventeen questions, which relate to Mirâsi right; most of the rest regard the decennial settlement, which, according to your Secretary's letter, I am not required to answer. On some of these, however, I might have given an opinion—*but* I have considered it preferable to confine myself entirely to the questions which relate to the landed tenures of the country, respecting which all persons conversant with the Southern Provinces under this Government must have been enabled to obtain information, more or less accurate in proportion to the diligence of their enquiries.

4th. "In addition to the replies furnished by myself, I beg leave, also, to lay before the Board another set prepared by Bomaconta Sancaráya Bráhman, late Sheristadar of this Cutcherry, and now the English Head Master of the College of Fort St. George.† The original of this is written in Tamil, because to that tongue belong all the technical terms and peculiar expressions used to denote the various incidents belonging to Mirâsi

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* See No. XXXIV. of these Selections.—W. H.

† Bomaconta Sancara Sâstri, the name by which this Bráhman was latterly known, resigned his situation in the College, and was restored to that of Sheristadar in the Huzzûr Cutcherry of Madras on the 1st October 1816, on the salary of that Office being increased, and is since deceased.

Note by Mr. Ellis.

tenures : the translation has been made by me and I have added to it the explanatory notes which will be found in the margin. The two sets of replies have not been written in communication ; when they agree, therefore, they corroborate each other ; when they differ, if it be as to facts, the superior authority must be allowed to the Native : for the facts respecting Mírási and its privileges are not matter of speculation, they are known to every inhabitant of the country where they exist, who are brought up in the habitual exercise or observation of them ;—the terms which express them they have received from the lips of their mothers, they have formed the prattle of their infancy, and they remain indelible in their minds and on their tongues. Moreover Sancaràya having served for thirty years in various situations in the Revenue and Judicial Departments both in the Northern and Southern Provinces under this Presidency, has had a greater opportunity of making himself acquainted with the subject on which he writes than usually falls to the lot either of Europeans or Natives, from which his superior acquirements have enabled him to derive peculiar advantage.

5th. "In submitting these Papers to the Board I am aware that they contain a mere outline of the various incidents which connect themselves with the consideration of Mírási right, and, indeed, the general nature of the questions must necessarily render the replies general also. The subject, however, is of the first importance and well worthy of a more careful investigation than it has ever yet received ; for, though information to a certain extent will be found on record respecting it, this has been furnished at distant periods, is scattered therefore through many volumes, and is accessible to those only who are enabled by particular knowledge of the records in which it is contained to refer to it ; were this embodied with such additions as general and local enquiry would obtain without much difficulty, the whole might be digested into a regular treatise on the landed tenures prevalent in the several Provinces under this Presidency, from which the Service, the Junior part of it especially, might derive considerable advantage, and of which the multifarious subjects cannot be embraced by mere official reports."

This address and its enclosures were forwarded to Government by the Board of Revenue under date the 17th April 1817. The following is an Extract from their letter.

Para. 2d. "In soliciting the attention of the Right Honorable the Governor in Council to the enclosures in this letter, it is due to Mr. Ellis to record the high sense the Board entertain of their merits. The difficult and intricate subject of Merassy right has been discussed in these papers with much ability and learning, and the information they contain is, in the opinion of the Board, generally so correct and important, that they beg leave to recommend that the enclosures to Mr. Ellis' letter be printed, for the use of the Service at large."

This letter was acknowledged by Government on the 9th Sept. 1817 as follows :

Para. 2d. "The Governor in Council has observed with much satisfaction the opinion expressed by you with regard to the correctness and general value of the information submitted to you by Mr. Ellis, Collector of Madras, on the subject of Merassy tenure, and agreeably to your opinion, desires that the papers in which that information is contained, may be printed for the use of the Service at large."

Government, also, at the instance of the Board of Revenue, were subsequently pleased to approve the printing of the compilation, attached to these Papers under the title of the additional *Appendix*,* and the publication of the sketch of the country† known to the Natives by the name of Tondamandalam, prefixed to the first Appendix, the geographical part of which has been prepared under the directions of the Officer in charge of the Survey Department.

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* There are *two* Appendices. The first being Mr. Ellis' observations on *Tòndaimandalam ;* and the 2d the 26 Documents relating to meerassee.—W. H. B.

† This map, alluded to in the first Appendix "appears never to have been completed." Vide letter from Board of Revenue to Government, 5th February 1821.

Mr. Ellis died at Rammad, 10th March 1819.—W. H.

In this Map the original boundaries of the ancient Tamil province of Tondamandalam have been laid down with sufficient correctness; but the situation assigned to some of the *Cottams* is doubtful, and hereafter, perhaps, when statistical and antiquarian research shall be more frequent and more methodically conducted, may be found to be erroneous. Mr. Barnard, who conducted the original survey of the Jagir in the year 1770, has not noticed this ancient division of the country into *Cottams* and *Nádus;* but they are incidentally referred to and the number of each stated in Mr. Place's report of the 6th June 1799.*

To the people, however, these divisions, in detail at least, are still well known and, as frequently instanced in the following pages, are always referred to in deeds drawn up according to the old form: it would be easy, therefore, by enquiry on the spot to ascertain, if not the precise boundary, the relative situation and general extent, not only of every *Cottam*, but of every *Nàdu*, throughout that part of the province which remains in possession of the original Tamil settlers, and they may, possibly, be traced even in those parts from which they have been expelled by the encroachments of their Telugu and Cannadiya neighbours.

The two Appendices require little explanation, additional to that afforded by their contents. In the *first*, which consists of various documents in the native languages, collected from different parts of Southern India, some widely distant from the others, most of the incidents connected with Mírási are noticed, and frequent allusions made to the systems of finance and general government, which prevailed in the Hindu States anteriorly to the Mohammedan conquest. These it has been endeavoured to illustrate by the notes attached to the translations. Each document being accompanied by its own gloss, repetition will, consequently, be found to occur frequently in these notes; this has been intentionally preferred to the references which would otherwise have been constantly necessary.

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* This is the Paper, part of which is printed in para No. VIII. of these Selections—W. H. B.

The *additional* Appendix contains, in abstract, the principal information on the records of the Board of Revenue, relative to Mírásì right,* and other documents tending to elucidate the general subject in English. To these occasional remarks have been attached, wherever particular allusions or general facts have appeared to require further explanation.

A REPLY TO THE FIRST SEVENTEEN QUESTIONS, RELATIVE TO MIRASI RIGHT.

Para. 1st. Previously to replying to these Questions it is necessary to define the meaning of the term Merassy (Mírásí), and to state the acceptations in which it is intended to be used.

2d. The word (1) *Mìrás*, originally signifying inheritance, is in Southern India employed as a general term to designate a variety of rights, differing in nature and degree, but all more or less connected with the proprietary possession, or usufruct, of the soil, or of its produce.

3d. That right to the hereditary *possession*, or, as some consider it, to the *occupation* of land, differing locally in mode, but always the same in essence, universally known by the people and generally allowed by Government in (2) all the provinces under this Presidency, the Northern Sircars and the Ceded Districts excepted, *is called Mìràs*; the *mànyams*, lands free of tax, and *mèreis*, fees at various rates received in kind from the general produce, and other

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(1) The word is Arabic, but like other Revenue terms is derived to the languages of India through the Persian, whence the final i or y, representing the *izáfet* with which it is often written; in Tamil, taking the idiomatic termination of that tonguc, it becomes *Mìràsu*.

(2) Generally speaking Mìrásì right in land prevails wherever the Tamil language is spoken, and all terms expressive of this right and its incidents belong to this language; this specification does not exclude the provinces now called Malabar and Canara, for Malayálma, the dialect of the former andTuluva the dialect of the latter (for Canarese is not the native tongue of this country, but of the conquerors or colonists of it) are immediate derivatives from the same source as the modern Tamil.

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* This part of the 2d Appendix seems never to have been prepared by Mr. Ellis—W. H. B.

privileges of the *Càniyátchicar*, *Cavelcàr*, *Carnam*, *Panjangan*, *Taleiyàri*, *Vetti*, Carpenter, Iron-smith, Washerman, &c. &c., Officers and Servants attached to each village *is called Mìràs;* the right of the *Ulcudi-pàyacàri*, or permanent Cultivator, to the hereditary usufruct of the land, *is called Mìràs;* (3) so, is the right to the Sircar share of the produce of land held by special grant under the various denominations of *Servamàniyam*, *Ardhamàniyam*, *Srótryam*, *Candicam*, *Enám*, *Mocassah*, &c. &c. and so, also, in fine, is any office, privilege, or emolument descending hereditarily.

4th. Mírásì in land and the Mírási of the (4) Village Officers differs considerably in every district. In the tract of the country known to the Natives by the name of *Tonda-mandalam*, extending from the limits of Nellore, nearly to the Colleroon, and embracing the two divisions of Arcot and the Jagir, landed Mírási is marked by distinctions no where else known, the proprietary Míràsidars holding a (5) certain extent of land free of all assessment, and

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(3) The Pareiver, Paller and Palli serfs claim *Mìràs* in the incidents of their villainage; and it is generally allowed to them and their descendants, on proving their former residence in the village, however long they may have been absent from it: the two first of these are mostly the *slaves* of the Velláler and the latter the *vassals* of Bráhman Mírásidars.

(4) In the Sircars the Choudri, Mocuddim, or Chief Reddi, has, usually, an extent of land allowed him rent free, but, as the office is held at the pleasure of the Zemindar and such land transferred from incumbent to incumbent, it differs essentially from the *Càniyàtchi-mànyam*: so it would appear does the *mànyam* held by the Pattèls in the Ceded Districts, for these may be resumed in case of what is considered default by the Circar Officers, though it would also appear that in such case the office and *mànyam* is usually given to a relation of the family:—I have used the word *appear*, because it may perhaps be ultimately found that these *manyams* are really *Mìràsi*, in which case the anomaly will exist of *Càniyatchi mírási* without mírási in the *Vàrapet* land.

(5) *Càniyàtchi-mànyam*, from this circumstance the Mírásidars, known in other provinces by the names of *Cànicàrer*, *Careicàrer*, *Junmacàrer*, &c. are in this called *Càniyatchicárer*.—The original *Càniyàtchicàrs* of *Tondei* were of that tribe of Vel lálers, agriculturists, called Tuluva Vellálers, but now *Càniyàtchi* is held by Bráhmans, Reddis, Pullis, Shánars and others; where, however, the *Càniyàtchi* has thus passed from the original holders,

being entitled to receive fees under the various denominations of *Cuppatam*, *Cànimerei*, (6) *Càlpadi*, *Càlvàsem*, &c. from the gross produce of all taxable lands, and *Tunduvàram*, a portion of the produce, or, as called in Sanscrit, *Swàmibhógam*, the Landlord's right, from all land cultivated by *Pàyacaris*, or persons not Mírásidars. This species of Mírási is divided into two kinds; *Pasung-carei*, where the whole lands of the village are held jointly, and either cultivated in common, or divided yearly or at some other fixed period, according to established custom, among the Proprietors; *Arudi-carei*, where the lands are held in severalty and subject, consequently, to no periodical distribution.

5th. In the provinces, known to the natives by the compound term (7) *Shòzha-Shèra-Pàndiyam*, including all the country to the south of the Colleroon, and some districts immediately to the north of that River, the *Càniyàtchi*, *Cuppatam* and other privileges enjoyed by the Mírásidar of Tondei are unknown, the whole of the lands, with the exception of the official *mànyams* are (8) *Vàrapet*,

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it frequently happens that the present owners do not enjoy the *Càniyàtchi-manyam* and often also none of the other *Swatantrams*, possessing only a property in the *Varapet* lands.

(6) This fee is received by the laborers of the Mírásidars, whether slaves or hired servants, but this in its effect is the same as if paid to the Mírásidars themselves. *Mèreis* of all descriptions are received in three ways, in the straw before threshing, in grain before measuring, from the government share after division: certain fees, the *Swatantra-dittam*, are always received in grain, and generally the Carnam and Cávelcár have a fee from the government share, but in other respects the custom varies in every village, the same officer sometimes receiving a *mérei* once only, sometimes twice, and sometime thrice.

(7) Though here included in one general notice, each of these countries, which for ages formed separate kingdoms, have their own particular usages with respect to landed tenures; nay, the usages of one *nàdu* (district) in either of them will frequently differ from those of the neighbouring one; these, however, are local differences, with which it would be useful to be acquainted, but which modify do not alter the mirasi right common to them all.

(8) The term *Vàrapet*, from *vàram, field produce or a share of it*, whence *uda-vàram, the whole produce, mèl vàram, the share of the Government, cudi-vàram, the share of the Cultivator*, and *pettu*, an adjunct

or taxable, and, though instances occur of the *Pasung-carei* or joint proprietary, they are more frequently held in (9) *Arudi-carei*, severalty, often in what is called *Eca-bhogam*, where the whole village is the sole property of an individual.

6th. In the three southern provinces of the tract called by the natives Malayálam, the Coast of Malabar, there are no villages and consequently, no rights of any kind in common ; each family of Náyers reside apart on their own estate and hold their *jenmam* right free of all participation or control, and, formerly, free of all rent, the share which the law gives the Sovereign in the produce of land having been commuted for military service, each (10) *Nàdu* or district, being assessed at so many armed Náyers, instead of so many measures of grain, or so many Veray Fanams.

7th. This was, also, the condition of the fourth or Northern Division of Malayàlam, *Tulu-nádu*, now called Canara, before the foundation of the Vidyanagara, or, as corruptly called, the Bijanuggar empire, in which this district was, by force or agreement, included : a general assessment was then introduced, grounded on the share allowed by law to the Sovereign in landed produce, one-sixth ; this has since, by successive additions, been considerably increased, but does not appear to have operated any considerable alteration in landed tenures, which, divested of all community of right, like those of Malabar, are nearly the same as those which obtain in the *Arudi-carei* villages to the south of the Colleroon. There appears, however, in practice to exist this essential difference, that, though the mortgage, assignment, and temporary or permanent lease of Mírási land are known in the

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used in similar compounds from *pettel to take*, signifies properly *land from which the revenue is received in kind*, in contradistinction to *Tírvapet, land on which a fixed money rent is paid :* it is used here, however, and in other places in opposition to *Mànyam*, to designate *land paying revenue*, as originally all land was *Vàrapet*, the *Tirveis, money rents*, having been introduced in modern times.

(9) In Tanjore this tenure is commonly known by the Hybrid term *Palu-bhògam ;*—individuals frequently hold land in severalty in many villages, and sometimes many villages in sole property.

10) The Céral'-Otpati states the established levy to which each Nâdu was liable.

districts of Tanjore, Madura, and Coimbatore, they are not generally prevalent, the actual cultivation of the lands being more or less in the hands of the Mírásidars, by whom the Sircar revenue is paid; on the contrary subordinate tenures of all kinds are very common in Canara, and in many districts of Malabar the possession of the land has passed from the proprietary Jenmacár to under tenants of various descriptions, who render him a (11) *Swámibhógam*, or acknowledgment of superiority, pay the Government rent, and enjoy all remaining profits.

8th. (12) Official Mírási varies in different provinces in an equal degree with landed Mírási, and it prevails frequently where the latter is unknown. The (13) *Carnica Mirási*, the hereditary right to the (14) *mányams*, *méreis*, and other privileges attached to the office of *Gráma-Carnam*, or Village Accountant, exists throughout the Northern Sircars, the province described by its native name Tondei, the Ceded Districts, and Canara, where the person holding it is known by the Canarese appellation *Shánabhóga;* in the provinces to the south of the Colleroon and in Malabar, *Carnica Mirási* does not exist.—Again the *Gráma-cável Mirási*, belonging to the Village Watcher or Police Officer, exists in the districts to the north and south of the Colleroon from the borders of Nellore to the extremity of Tinnevelly; the *Mén-cável Mirási*, enjoyed by

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(11) In some mortgage tenures this acknowledgment is not given, though the right of superiority still exists, the whole profits from the land being absorbed by the interest of the sum borrowed.

(12) The emoluments of all official Mírási consist of a certain extent of *mányam* or rent-free lands, generally in proportion to the extent and value of the village, and of a *mérei*, or fixed per-centage of the produce of all Várapet land under cultivation. The whole of the official *mányams* of the village are called *Terapadi-mányams, recorded rent free land*, in contradistinction to the *Sunned* or *Dumbala mányams* (Enâms) given in latter times to various persons and on various accounts by *special grant.*

(13) *Mányams* are not always attached to this Mírási, *méreis*, or similar privileges, always are; these in the Sircars are called *Shelaga.*

(14) The *Náttu or Sthalu-Carnam*, District Accountant, an Officer of the ancient Hindu system, was superseded during the Mohammedan Governments by the *Canungo* and *Désh-pándi*, and has now, I believe, every where ceased to exist.

the District Watcher until its abolition by Government, existed latterly only to the (15) south of that River. The Mírási of the inferior Officers of Police, exists, not only in the provinces above mentioned, but throughout the Sircars and Ceded Districts, and, co-extensive with this, is the Mírási of the various Village Servants from the (16) *Panjàngen*, the Astronomer, who casts nativities and expounds the Almanac, to the *Vettiyen*, who sweeps the village choultry and cutcherry, if there be one, keeps the threshing-floor in order and performs various other minor services (17).—In Malabar there is no official Mírási; in Canara none but that of the Shànabhóga.

9th. In every district wherein landed or official Mìrási is established, the *former*, whether held jointly or severally, whether the land be cultivated generally by the Mìrásidars, or by under tenants, is without restriction *heritable and transferable*; the latter, moreover, is always heritable, and in a limited (18) degree trans-

(15) Tondamán and other *Mèncárelcárs* to the south of the River claimed Mírási in Udeiyapáleiyam, Ariyalúr, and other districts to the north of it, included in the limits of the ancient Shòzha-mandalam. Instances of the existence of this right occur also in Tonda-mandalam; the Cárvéti Rájà (Bomráz) claims it over part of the Jagír, and his claim, I believe, was allowed during the Nabob's Government.

(16) I have mentioned two that frequently occur in the list of Village Servants; they are accounted twelve, but the number and denominations vary in every district: the Carpenter, Ironsmith, Washerman and Potmaker will be found I believe, in every list, seldom now the Bard and Schoolmaster, the latter more frequently in *Agrahàrams* than in *Sùdra* villages.

(17) What I have here said with respect to the prevalence of the different kinds of official Mírási in different districts may not be *exactly* correct, though I believe it approaches the truth; of what is stated as to landed Mìrási I have less doubt. I have intentionally omitted any particular mention of the Mìrási pertaining to *Servamànyams*, *Sòtriyams*, *Enâms*, &c. for, having originated chiefly in modern times, they differ essentially from the ancient Mírási of the country, and have, therefore, no immediate connection with these Questions, though, in a regular treatise on the landed tenures of this part of India, a careful explanation of them would be indispensable.

(18) See reply to the Twelfth Question.

ferable :—in all cases the property, right, or privilege which is not heritable is not Mìrási, but Mìrási may exist without being transferable.

10th. According to the ancient divisions of the country, still well known to the people, the home-farm villages of Madras consisted of eight *Magànams* lying in the *Nàyaru Nàdu*, dependent on the *Puzhel Cóttam*, a district of *Tonda-mandalam*, a province, during the last Hindu Government that existed in this part of India, of the Chandragiri *Ràjyam :* in Tonda-mandalam the (19) *Cániyàtchi-mìràsi*, as it may appropriately be called, distinguished by the

(19) As it is of importance that the signification of this word should be distinctly defined, I will first state it from the works of the R. J. C. Beschi, who wrote before the final conquest of the country by the Moguls and whose authority as a Tamil Lexicographer is undeniable, and afterwards endeavour, also, to fix its precise meaning by etymological deduction.

In Beschi's Dict. of the High Tamil the first member of the compound is thus explained,—"கணி-உரிமை" *(property)* and the second thus,—"ஆடசி-அணமை" *(dominion, power)*—"உரிமை" *(property) :* in his Tamil Latin Dict. the first thus,—"கணி—2° id ad quod jus habemus hereditarium, sic கணியாளன qui habit hujusmodi jus ; in hoc sensu additur etiam ஆடசி, hinc கணியாடசி காறன qui habet tale jus,"—and the second member thus,—"ஆடசி Appell. ab ஆளுகிறது, quod fere semper unitur alii subst. ; sic கணியாடசி (*Càniyátchi*) *dominium ex jure heriditatis.*" கணி *cáni* is derived from the root கண *see, mark*, and signifies literally *that which is seen, marked, or recognized*, and secondarily *hereditary property* ; ஆடசி from ஆள *ál, rule, govern*, whence, also, ஆண் *án, one who governs himself, a man (vir), a male* generally, is a verbal in a reciprocating or reflective sense, and means, therefore, *self-rule, freedom from all restraint, manhood, independence*, &c. *Càniyàtchi*, as thus deduced, signifies, therefore, *that which is held in free and hereditary property*, which is in fact the meaning assigned it by Beschi as he uses the word "dominium" in the sense of the Jurists—"Dominium est plena in rem potestas." If Beschi, therefore, be not entirely mistaken with respect to this word, and the deduction from the radicals by which it is here supported wholly erroneous, *Cániyátchi* (*Mirási*) can never, as some would make it, mean the mere usufructuary occupation of the soil. Usufruct is thus defined in the Institutes ;—"Usufructus est jus alienis

rent-free lands held by the Mîrásidars and the fees and other privileges received by them, has, as already shown, (20) always existed; to this, therefore, the following Replies will, unless otherwise stated, be confined. At present a part only of the villages of the home-farm is attached to the Madras Collectorate; the minuter illustrations necessary for the better understanding of the following observations can, therefore, only be taken from these.

FIRST QUESTION.

"How has Merassy right hitherto been recognized and respected where Merassidars were not the Renters?"

ANSWER.

Merassy (Mîrási) right has always existed in the villages within the boundaries of the Supreme Court from which the revenue is paid to the Madras Cutcherry, and it still continues to exist, for though the lands were divided among the individual Mîrásidars,

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rebus utendi fruendi, salva rerum substantia. Est autem jus in corpore, quo sublato et ipsum tolli necesse est" (Vide Inst. Imp. Lib. III, Tit. IV.) As we proceed, every incident connected with Mîrâsi will show that it is not *the use and enjoyment of a thing the right to which vests in another and of the substance of which the Mîrásidar cannot dispose;* and, on the contrary, that it is *a thing over which he possesses full power*, and his *right* to which continues to subsist even when *the thing itself has bodily passed from him.* Still less, as it has been argued (Minutes of Government of 8th January 1796),* can it be merely "*a preference of cultivation derived from hereditary residence,*" for in this case even the substituted dominion the usufructuary holds over the usufruct while in his possession could not exist, nor could there be any criterion of right with respect to it, for, how is any judgment to be formed of a vague and indefinite preference? But if the question at all depends on the meaning of words, or, as it may otherwise be stated, if the definition of the thing is to be deduced from the term describing it, all further argument on this point is futile, for it is clear that which signifies *dominion or full power over* land, cannot also mean *a preference in the cultivation of it*, however derived.

(20) The *right*, if original establishment give ground for right, has always existed, but in some parts of this tract the *practice* has certainly ceased; see the Introduction to the Appendix.

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* See No. IV. of these Selections.—W. H.

when what may be considered a permanent settlement was made with them by Sámi Naic and Mr. Ogilvie in 1802-3, and one of the grand features by which Mìràsi is distinguished in this part of India, the holding by joint shares under the *Pangu-màlei* (21) Register, was obliterated, yet the certificates then issued confirmed to them every *right* they had previously possessed.

SECOND QUESTION.

" Does Merassy right extend to *waste land* ?"*

ANSWER.

Mírási right, wherever it exists, extends certainly to waste (22) land, but then the right is limited by the nature of the waste : the extent, entered in the *Terapadi* accounts under the head of *Sheycàl-carambu*, or cultivable waste, they hold as they do the general *Vàrapet*, or taxable lands of the village, and may cultivate it whenever their means permit, or rent it to *Paracudis ;* but in the *Anàdi-carambu*, or immemorial waste, though they possess the exclusive right of cutting firewood, working quarries, &c. they have *no right of cultivation*, much less can they claim any to break up common used for pasturage, or to cut down productive trees, as Palmira, Cocoanut trees, &c. In the *Terapadi* accounts the lands are distributed according to their several (23) descriptions, either waste or cultivated, and the Mìràsidars must enjoy them as thus

(21) The *Panyu málei canaccu*, which may be considered the second part of the general Village Register, states the number of *Careis*, or fixed shares into which the whole Mírasi is divided; the proportions possessed by each Mìràsidar ; the lands held by Ulcudis ; all mutations of these ; and the actual distribution, in detail, of the cultivable lands, *Mányam* or *Vàrapet*, for the current year, among every description of cultivator, Mìràsidar, Ulcudi, or Paracudi.

(22) See the various documents in the Appendix, by which it will be observed that *the waste*, as well as the cultivated lands, are invariably transferred by them.

(23) *Teram*, sort, kind; it is used technically to denote the general heads under which the whole superficies of the Village lands is arranged ; *idu*, a term of the same general import, is employed to denote the quality of the soil, as *mudel idu*, land of the first quality, &c. *Terapadi-canaccu*

* The answer to this second Question is one which is still the subject of discussion.—W. H. B.

entered ; on the *Nattam* they must build their houses and no where else, they cannot cultivate or appropriate it to any other purpose ; in the *Perumbóc* they have no right to fill up tanks, stop water-courses, or obstruct roads ; and so in other (24) descriptions of land, Mírási right is confined to the *use* of these as they exist. No alteration can be made with respect to them by the Mírásidars ; I mean that they have no inherent right to do so, but with the consent of the Sircar any beneficial change in the appropriation of lands may take place, and a correspondent alteration must be made in the *Terapadi* accounts—thus, if part of the *Anàdi-carambu* lands be reclaimed, or a road in the *Perumbóc* be stopped up and cultivated, the extent must be transferred from this head to that of *Vàrapet.*

THIRD QUESTION.

" Is Merassy right forfeited for ever when cultivation is for a single season discontinued ?"

ANSWER.

Mìrási right is not forfeited by the discontinuance of cultivation for a single year, or any longer period, during the life of the Mîràsidar, his son, or his grand son ; it would become *forfeitable*, that is, the claimant could not regain it, if it had passed into the

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therefore, is the first part of the general Village Register, recording the extent and description of the *several kinds of land* of which the whole is composed : the distribution of them, as stated in the preceding note, is shown by the *Pangu-málei.*

(24) The general descriptions into which land is distributed by the *Terapadi* accounts, are,—*Perumbócu*, including generally the *Nattam*, on which the Village stands, the *Puracheri* inhabited by the Pareiyers and Chackiliyers, Pagodas and all other buildings, Rivers, Tanks, large and small Water-courses, and all other waters, Roads and burning places :—*Tarisu*, of two kinds, *Seycal-carambu*, cultivable waste ; and *Anádi-carumbu*, immemorial waste :—*Toppu*, orchards and groves of productive trees :—*Tóttacàl*, gardens, plantations of betel-vines, &c :—*Mànyams*, of two kinds ; *Terapadi-mányam*, rent free lands held under the Village Register, and *Sunned* or *Dumbàla-mányam*, rent free lands held by special grant :—*Vàrapet* of two kinds, *Nanjey*, wet land, and *Punjey* dry field.

possession of another, by the (25) Hindu law after the third generation, or after the lapse *of the period of memory* determined to be *one hundred years*.—If, however, by the word (26) "forfeited" it be intended to ask, whether, by omitting to cultivate, the Mìrásidar renders his lands liable to confiscation by Government, it may be answered, that by the implied compact under which these lands and the various Mìràsi privileges are held, *he is bound to cultivate his full proportion of the Vàrapet lands*, according to the share he

(25) The following quotation from the *Mátrica* of the *Vivahàra Cándam* of the *Mitàcshara*, the principal legal authority in Southern India, corroborates the statement here made.

TEXT XXXII.

"Acquisition is preferable to enjoyment, except by direct ancestral descent."

Extract from the Commentary on this Text.

"Except by direct ancestral descent"—Descent from three direct ancestors, namely, the father, and the rest, is termed direct ancestral descent.

"Except by direct ancestral descent;" this is also, intended to point out the period of memory. In explaining this the Commentator quotes the following Text from *Gàttyàyannah*.

"Enjoyment of land within the period of memory with acquisition will be valid, beyond the period of memory, on account *of the recollection* not extending to *it* (acquisition), regular descent for three generations."—He proceeds "Period of memory" a period of one hundred years, for the Sruti (Vèdam) says "*Man endures one hundred years.*"

(26) To whatever extent the State may be entitled to proceed in case of a breach of the compact to cultivate on the part of the Mìràsidar, whether it be limited as here stated, or whether the right of resumption be absolute, there are instances of interference with Mìràsi right, which cannot, on any principle, be justified: admitting the Mìràsi to be forfeited for refusing to cultivate, it certainly is not by the refusal of the Mìràsidars to take their Village in rent; when, therefore, in 1796 the Government of that time supporting the recommendation of the Collector in the Jagír and rejecting that of the Board of Revenue decided—"that "if the Inhabitants of Tremashy persist in declining to take their "Villages upon the *beriz* with the *badernavees* (deductions) from the "customary shares of the Inhabitants proposed by the Collector, he be "authorized to transfer the Mìràsi preference of that Village to whoso-

holds in the Village, and the wilful neglect, or refusal to do so is a breach of this contract, necessarily entitling the State to provide for the maintenance of its revenues by other means ; but I do not think, that, either in strict right, or according to the general practice, of the country, the permanent forfeiture of Mirási would ensue from discontinuing, merely the cultivation, either for one or any determinate number of years. If a Mìràsidar be so reduced in circumstances as not to be able to bring under cultivation his share of the *Vàrapet*, or if he should have abandoned agriculture for other pursuits, it is incumbent on him to provide for its culture, by granting to Pàyacaris such terms, as will induce them to bestow on it the advantages of their stock and labor ; if he do not do this, the State has then a right to employ Pàyacaris, either for the current year, or for a fixed, not an indefinite, number of years, and *perhaps to resume his Mìràsi Swatantrams* in proportion to the extent of land he has neglected to cultivate : the latter, however, though the justice of it might not be questioned, would be considered a harsh measure, and should not be resorted to except in cases of extreme contumacy.—If, after the admission of a Pàyacari into a Village by the Mìràsidars, or, after he has been established in it by the Government, he and his descendants be allowed to continue in the uninterrupted occupancy of the lands they hold until the fourth generation, or until the lapse of a century, *they become the legal proprietors*, and by the (27) practice of the country are *Uzhavadei Ulcudigal*, owners by length of occupancy, for cus-

"ever of the Inhabitants of the Jagìr may be willing to take it under "that assessment" (see Consultation of the 8th January 1796)*—this decision was felt by all acquainted with the subject, notwithstanding the various reasons adduced to support it, to be founded on erroneous principles and subversive of the just right of the people ; rights fixed when the system of renting the government share of the produce was unknown, and when, consequently, no such obligation as is here implied, could have been imposed on the Mìràsidar.

(27) The length of time necessary to constitute a Pàyacari an Ulcudi, will, I have no doubt, be found to vary considerably in different places ; there is no *general* rule, and except where a particular custom is shown to exist, the precepts of the law must, therefore, in this, as in other cases, apply.

* See No. IV. of these Selections.—W. H.

tom so far modifies the law in this respect that no (28) duration of possession can constitute one whose ancestor was originally a stranger, a Mírási proprietor; the owner by occupancy retains permanent possession of the land and enjoys its produce, *but he has no claim to any Mírási privileges.** When the settlement above noticed was formed with the Míràsidars, there were in some of the Madras Villages spots of waste land for which they refused to take Certificates,† which have been since considered the property of Government; but this is a case in which the Mìràsidar, on the option offered of taking the Vàrapet lands on a fixed money payment, or not, preferred resigning them, retaining all *his other privileges*, and he cannot, therefore, be said to have forfeited them from neglecting to cultivate.

FOURTH QUESTION.

"Where Merassy right exists, has it always been respected by the Officers of Government in framing the Jummabundy ?"

ANSWER.

In the Villages of Madras, Mírási right has always been respected by the public Officers, for, being under the immediate eye of Government, injustice, whenever attempted, must have been liable to instant detection, and would of course be promptly corrected. To answer the question generally is perhaps exceeding the strict bound within which I ought to confine myself; but every person, conversant with the Revenue Department, must be acquainted with many instances in which the Officers of Government have not respected the rights of the Míràsidars; he must know that they

(28) The reason of this is clear—the origin of Mìrási is from the first settlement of the country, when the rights and its incidents were established, and none but the descendants of the first possessors or their *presumptive* assigns can hold Mìrási :—New Mírási may be created by competent authority where it does not exist, power only can alter the conditions of the old.

* See foot note (34)—W. H. B.

† These are the Certificates referred to in Nos. XI. and XXXI. of these Selections—W. H. B.

have often been set aside from ignorance of their existence, or inattention to their extent, and often, also, to avoid any real or fancied inconveniences, to which, from the views of the moment, they may have given, or appear to have given, origin. Another, and perhaps more frequent reason, for disregarding this, which from every consideration of justice and policy ought to be an inviolable right of the people, is its incompatibility with the interests of the Native Servants of Government, to which fixed rights and known demands must ever be inimical.

FIFTH QUESTION.

"If not respected by the Officers of Government, has it nevertheless been respected by the people themselves?"

ANSWER.

I can only answer this question generally. I have known instances in which, when, in forming revenue settlements, the rights or customs of the inhabitants have been disregarded, they have corrected the error by agreements among themselves. There is a (29) strong feeling of justice existing among all ranks of the Native population in every question regarding the possession of land, which, generally speaking, will prevent any direct violation of established rights and customs, and I have little doubt, therefore, but that the Paracudis and other inferior cultivators would in many cases continue to respect Mîrási right where it had not been respected by the Officers of Government. It is within my knowledge that in certain districts, where the entire of the Vàrapet lands have passed from the Míràsidars and are now cultivated by Paracudis under the Government Renters, that the Mîràsidars have retained possession of their *Manyams* and, *I believe*, for I have not sufficient information to assert it, their *Méreis* and other privileges. It is, I understand, in contemplation to form a general *Ràyetwári* settlement; the tendency of this measure would be to destroy the

(29) This perhaps is only a modification of the veneration felt for hereditary rank and right in general; but the assertion may appear contradictory to fact, and no doubt many facts might be adduced to contradict it; I mean it to apply only to the sober disposition of the people, uninfluenced by particular passions, which sweep indiscriminately before them all the better feelings of human nature.

(30) *Samudâyem* or joint proprietary, by dividing the *Vârapet* lands among the Mirâsidars, who would become renters of the Sircar Revenue in proportion to the share they held in the village ; but such effect, it is probable, would not take place, no division would be made, except in the books of the Cutcherry, which did not accord with the prescriptive usage of the village, and, unless compulsory measures were adopted to prevent it, in those in which the *Pasung-carei* tenure prevails, the land would continue to be changed periodically by lot, without reference to the Sircar rent-roll.

SIXTH QUESTION.

"In how many villages of the district does Merassy Right exist?"

ANSWER.

There are within the Collectorate of Madras (31) fifteen villages, in each of which Mirâsi right has always obtained, but it is not in all of the same kind : of these, (32) eleven villages were originally held in *Pasung-carei* tenure, and under a regular *Pangu-mâlei* Register ; the village of Mayilâpûr (St. Thomé) is in *Arudi-carei* tenure, and has never, within the memory of man, possessed a regular *Pangu-mâlei*. This no doubt has arisen from the town of St. Thomé having, from an early period, been a settlement of the Portuguese, who, by purchase and other means, appear to have gradually effected an alteration in the customary tenure, though they did not oust the proprietors, similar to that operated in the other

(30) This Sanscrit term, generally equivalent to the Tamil *Pasung-carei*, is used specially to designate lands not included in any *carei*, and held, therefore, in common—such lands are to be found both in *Pasung-carei* and *Arudi-carei* villages ; there are still some in St. Thomé which Sâmi Naic left undivided.

(31) Some of these are *Upagrâmams*, or hamlets.

(32) The villages of Irungunâm and Attapollam, the first to the west, the second to the north, constitute jointly the greater proportion of the site of the Town of Madras.—Triplicane, in which no Mirâsi has existed for time immemorial, is an appanage, and the adjacent village, Pudupâc, a *Srôtriyam* to the Pagodas at these places ; the whole produce consists of quit-rent and ready money collections.—Chintâdripett is not reckoned among the ancient villages of Madras, it was established and given in *Srôtriyam* to the Pagoda by the English Government.

villages by the issue of certificates. The small village of Nedumbari was held by the family of the Càvilcàr of Madras in (33) *Ecabhógám* tenure, but having been resumed with the other privileges of that Officer by Mr. Place in 1796 and rented to the inhabitants of Perambùr, the Mìràsi is now claimed by them.

SEVENTH QUESTION.

"In how many villages is there no Merassy right ?"

ANSWER.

There are no villages within the Madras Collectorate in which Mìràsi does not exist, or has not existed (34).

EIGHTH QUESTION.

"How many Merassydars are there in the district ?"

ANSWER.

The number of Mìràsidar families in each village within the Collectorate of Madras is shown in the following statement, taken partly from Mr. Place's *Terapadi* accounts for Fuslies 1201, 2, 3, and partly from the village accounts, to which I have added the shares into which the several villages were divided by the original *Pangu-málei*, the distribution of them among the actual Mìràsidars, the total value of the Mìràsi, and, with reference to the fourteenth Question, the value of the highest, lowest, and average Mìràsi, as deduced from these data (35).

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(33) The *Mèlváram*, also, was enjoyed by them, so that in fact, it was held as *Servamànyam* by this family ; it is entered as a *Sròtriyam* in Mr. Place's accounts.

(34) In the provinces in which Mìràsi prevails villages are found, which by the extinction of this right are held by Ulcudi-Pàyacàris who cannot transfer the land and *do not enjoy the usual Sotantrams.* The distinction between these and Mìràsi villages in the district of Tinnevelli is particularly stated in Mr. Lushington's Report, dated 29th Dec. 1800*—See Paragraph 96.

(35) Many alienations had taken place in most of the villages entered in this statement, in Tondiyàrpett less than in any of the rest, previously to Fusly 1204, or 1795, the last year to which Mr. Place's accounts extend ; the values, therefore, herein entered, are those of the Mìràsi remaining at that period in the possession of the original Mìràsidars.

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* See No. XIII. of these Selections.—W. H.

Names of the Villages.	Number of Mirásidars.	Shares into which each village is divided and the proportion held by each Mirásidar.		Total value of the Mirási of each village including *Máyam*, *Mereis* and the *Cudivaram*.			Greatest annual value of the Mirásidar.			Lowest annual value of the Mirásidar.			Average value of Mirási being the total of the Mirási of each village apportioned among the total number of Mirásidars.		
		Share	Proportion.	P.	F.	C.	P.	F.	C.	P.	F.	C.	P.	F.	C.
Tondiyárpett.	18	10	from $\frac{1}{4}$ to 1 share	414	19	53	41	19	77	10	16	19$\frac{1}{2}$	25	40	48
Irungunam and Attapollam.	8	6	Do.	294	35	43	49	5	74	12	12	58$\frac{1}{2}$	36	4	35
Vyasarpádi.	3	7	Do.	285	33	60	40	36	77	10	9	19	25	23	8
Perambùr and Nidumbari.	5	13	Do.	243	16	0	0	0	0	0	0	0	48	30	16
Purasavàcam.	13	9	Do.	141	15	27	15	31	56$\frac{1}{2}$	3	41	54	10	39	20
Kilpácam.	10	5	Do.	45	24	6	9	4	65	2	12	36	4	24	72
Chetipett.	8	5	Do.	120	12	28	24	2	37	6	0	49	15	1	43
Veperi.	2	2	one share each	103	36	46	51	40	63	51	40	63	51	40	63
Egmore (Ezhambùr.)	15	15	from $\frac{1}{4}$ to 1 share	146	34	16	9	35	22	2	20	5$\frac{1}{2}$	9	35	22
Nungambácam & Orasanúr.	100	100	1 to 10 do.	368	20	5	36	38	0	3	30	64	3	30	64
Pudapàcam.															
Triplicane (Tiruvullickéni.)															
St. Thomé (Mayilàpùr.)	16	50	.....	881	36	45	0	0	0	0	0	0	55	5	7$\frac{1}{2}$
Average..	18	20		276	42	15	35	8	60	12	6	20	29	35	27

NINTH QUESTION,

"How many Cultivators are there ?"

ANSWER.

The number of inhabitants as entered in Mr. Place's Terapadi statements for the years aforementioned, were in each village as follows : (36).

Names of the Villages.	*Number of Inhabitants.*
Tondiyàrpett	2,176
Irungunam and Attapollam	„
Vyàsarpàdi	192
Parumbùr and Nedumbari	136
Purasavàcam	3,200
Kilpàcam	56
Chetipett	120
Veperi	2,112
Egmore	412
Nungambàcam and Orasanúr	308
Pudupàcam	2,012
Triplicane	„
Mayilàpúr	6,248
Total	16,972

The number of actual Cultivators is not given, and perhaps could not be ascertained ; at present circumstances are so changed, that there are few, if any, inferior Cultivators resident in the Madras villages ; what remains of the village lands, not converted into gardens, is cultivated by hired laborers, sometimes engaged in one place and sometimes in another, and, frequently, more profitably employed as Coolies.

TENTH QUESTION.

" What is the average annual value of Merassy Right in proportion to the produce ?"

ELEVENTH QUESTION.

" What is the average annual value of Merassy Right in proportion to the Revenue ?"

(36) The number of inhabitants assigned by these statements to the Madras villages, is probably confined to the site of the *Nattam*, as, if it were intended to include the entire population within the *bounds* of the villages, it must be much more considerable. Nearly the whole extent of Irungunam, Attapollam and Triplicane being covered with houses, the site of the ancient *Nattam* could not be distinguished, and for these, therefore, the population is not stated.

ANSWER.

The following Abstract is taken from Mr. Place's *Terapadi* statement of four *Magànams* of the Home farms, which include most of the villages now under this Collectorate, and will show the annual value of the Mírâsi right, including under this term the *Caniyàtchi Mànyam*, *Méreis*, and the Inhabitant's share of the total *Vàram*, in proportion to the produce and to the revenue at the period this account was prepared; the permanent settlement since made being chiefly founded on the results of Mr. Place's management, the present value of Mírâsi in these districts remains probably the same as here shown.

	Grain. Measures.	Money. P.	F.	C.
Total produce of the four *Magánams* of the Home farms in Fuslies 1,202-3-4,	41,08,331	38,575	40	0
Deduct. Grain. Ms. / Money. P. F. C.				
Cupatam and *Mérei* of the Inhabitants - 1,15,175 1,081 16 21	7,14,654	6,710	2	21
Sundry *Méreis*, *Calvásam*, *Canangoes* fees, &c. 5,99,479 5,628 41 0				
Remainder	33,93,677	31,865	27	59
Deduct.				
Terapadi Mányams - 5,73,059 5,380 35 15	7,20,604	6,763	41	59
Sunned Mányams - 1,47,545 1,383 6 44				
Remainder net produce	26,73,073	25,101	31	0
Deduct Inhabitant's Share	14,14,978	13,286	12	27
Remainder Sircar Share	12,58,095	11,815	18	53*

* With 100 Cullums *gross* produce, the following would be the proportions.

Gross produce	100		
Mérasi, Swatantrams, &c.	17·3		
	82·7		
Produce of Mànyams	17·5	Government share	30·7
		Ryot's share	34·5
	65·2		65·2

W. H. B.

	Sircar Share.			Inhabitant's Share.		
	P.	F.	C.	P.	F.	C.
Value of the net produce as above -	11,815	18	53	13,286	12	27
	added			deducted		
Amount of (37) *Váratundu, Villeitundu*, ready money collections, &c.	5,025	12	15	5,025	12	15
The remainder actual revenue of the Sircar and profit to the Inhabitants from the *Várapet* land - -	16,840	30	68	8,261	0	12
Add value of the Inhabitants *Mérei* to their profit - - - - - - -	.....			1,081	16	21
Add $\frac{3}{10}$ths of the total value of the *Terapadi Mányams*, as the value of *Mányams* of the Inhabitants, being the proportion which the amount of their *Mérei* bears to the total value of the *Méreis*. - - -	.....			1,614	10	44
Total profit to the Inhabitants, being the total value of the Mirasi of the four *Mayánams* - - - - - -	.....					
				10,956	26	77
Per-centage of the total value of the Mirasi on the total produce - -	$28\frac{5}{64}$					
Do. on the produce after deducting Méreis, &c. - - - - - - - -	$34\frac{4}{64}$					
Do. on the net produce after deducting *Méreis* and *Mányams* - - -	$43\frac{1}{64}$					
Do. on the value of the Sircar share.	$92\frac{5}{64}$					
Do. on the actual revenue to the Sircar - - - - - - - - - -	$65\frac{3}{64}$					
Do. on the nominal Inhabitant's share before deducting the *Váratundu*, &c. and the net produce -	$52\frac{12}{64}$					
Do. on the nominal Sircar share before adding the *Váratundu*, &c. -	$47\frac{4}{64}$					

(37) The principal item of the sum here deducted from the Inhabitants and added to the Government share is the *Váratundu*, a deduction of 10 per cent. from the customary váram of those who received 60 per cent. (Paracudis chiefly) and of 5 per cent. from the *váram* of those who received 55 per cent. (Brahmans chiefly) : the *Villeitundu* is a charge made on such Inhabitants as had sold their grain by contract, being the difference between such contract price and the average retail price of the place : these deductions, under the general name of "*Budernavees*," were made only in the two first years (Fuslies 1202-3) to which the accounts, whence the abstract is taken, extend.

These results, it will be observed, apply only to the case of *Mirâsi* land cultivated by the *Mirâsidar*; what the (38) *Mirâsi* share is after deducting the charges for labor, seed, &c. when the land is held by Paracudis, the statement from which this abstract is taken affords no data for calculating, nor could it be supplied by any information within my reach.

TWELFTH QUESTION.

"Is Merassy right ever sold?"

ANSWER.

Para. 1st. I shall be particular in my reply to this Question, as it is one of essential importance to the state and the people, and, as I have reason to believe that the right of the latter to transfer landed property has never been duly considered, the opinions of some giving it by far too great a latitude, those of others placing it under restrictions which tend to annihilate it, I shall briefly examine;—first, the *general law with respect to the transfer of landed property*, as laid down in those treatises within my immediate reach, which are considered authorities in this part of India;—and next, the *special practice*, which has obtained in the districts in the vicinity of the Presidency *with respect to the transfer of Mirâsi right*. In corroboration of the opinions expressed on the latter subject, I have made

(38) This involves a question of considerable importance, which, did I possess the means, might properly be discussed here: as far as I am aware the productive value of land in this part of India, affected as it is by ever-varying incidents, has never been investigated on correct principles, and consequently little is known respecting it; for though it is loosely stated, that, to render land valuable property, the Sircar rent must not exceed 33 per cent. of the gross produce, it does not appear on what data this calculation is founded, while it is certain that in many parts of Southern India *land is valuable property though the Sircar rent has not, for a long period past, fallen short of 50 per cent.*—in some *Manavâri* lands, watered solely from the heavens, 33 per cent. would, on an average of years, leave nothing to the Cultivator, much less a surplus to the Landlord, while in some *Attupâchel*, watered from rivers, and *Eri-pachel* lands, watered from large tanks, 75 per cent. if the cultivation be free, would leave both a Proprietor's income and a La-

a collection of the various kinds of deeds, bonds, conveyances. and agreements in use, in any manner connected with the incidents of ownership in land, a translation of which will be found in the accompanying Appendix. These documents, the peculiarities of which I have endeavoured to explain by a series of notes, will be found, also, to support and elucidate all that is stated in this paper on the subject of Mìrási in general; indeed, documents of this nature are the best proofs of the existence of rights, which are not always supported by positive law, (39) as it is impossible, that deeds conveying, limiting, extending, or transferring such rights, should in any country be in common use, unless the rights themselves were well known and generally recognized. The authenticity of all the documents translated it would be presumptuous in me to maintain, though I believe that this quality may be attributed to the greater number of them; but considering the purposes for which they are here used, absolute authenticity is not necessary to them;—they are produced, not to prove the *fact* but the *thing*, not to prove the sale or mortgage of a property, but to prove that a property exists to be sold or mortgaged, and this is established as completely by a forged, as a true deed, for the forger will be careful to insert in it nothing that can destroy its verisimilitude, he will labor to give it every appearance of correctness, and scrupulously avoid every thing contrary to established form: nothing therefore, short of proving the whole of the documents contained in the Appendix spurious, can invalidate their evidence on the several points of *Mìràsi* right which they embrace.

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borer's maintenance. Land which does this must be *valuable*, but it may not be *saleable*; sale is not the criterion of value, for it is governed by considerations altogether distinct from the mere productive value of land. (See notes 53 and 54.)

(39) After diligent search, I cannot find in any work on Hindu law, text-book or commentary, any positive precept, or injunction conferring on any description of persons *property in land*, though the existence of such property under a variety of terms, and for a variety of purposes, is alluded to in every page.—The fact is that the *thing* existed in India when the Lawgivers of the Country wrote, and it was evidently superfluous for them to prescribe what they found fully established: in treat-

2d. It must be premised, that by law all sales of land, or other immoveable property, must be made in the form of gifts; thus in the Vijnyánèswaryam, in commenting on the text which defines the description of persons without whose consent the gift, sale, of immoveable property cannot be made, the author quotes the following text;

St,hàverè vicrayò nàsti curyàd àd,hìnam anujnyayá.

There is no sale in immoveable property; it may be mortgaged by consent, and he adds as the final explanation of this and the preceding text,

Vicrayópi cartavyè sahiranyam uducam datwá dàna rúpéna st,hávara vicrayam curyàt ityarthah.

Thus when sale is made, the sale of immoveable property must be made with gold and water in the form of a gift—this is the meaning.

In this doctrine the Saraswati-vilàsa coincides.

3d. Whenever, therefore, the word *give* is used in speaking of immoveable property it includes *sell*; thus, also, in Mr. Colebrooke's Digest, page 108, Vol. II, it is said "*give*, having a secondary sense, without losing its literal meaning, comprehends *sale*, and the like."

4th. Under the title *Dattapradànicam*, Subtraction of what has been given, both of the Vijnyánèswaryam and of the Saraswati-vilàsa, among the sixteen persons who cannot give and by consequence cannot sell, *adattam shodasàtmacam*, are enumerated the following in a quotation from Nàrada.

Bàla mùd,ha swatantràrta matt'ónmatt' ápaverjitam.

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ing, therefore, of inheritance and partition, they do not think it necessary previously to explain the nature of the landed property, but say generally;—Yajnyavalcya—"Over land acquired by the grand father, the father and son have equal dominion"—again, Vrihaspati—"Of property acquired by the grand-father whether moveable or *immoveable*" (Land, &c.) "equal shares are ordained for the father and son"—and again, Vyasa—"A father and his sons shall have equal shares of a house or of land, which has descended from ancestors."—See also what follows in the reply to this Question, respecting the sale of land and the several rights attached to the enjoyment of it.

By an infant, an idiot, one not independent, a drunkard, a madman, the gift of land is no gift (*i. e. not valid*—these words precede this quotation and are here understood.)

In explanation of the term *aswatantra, one not independent*, the following additional quotation is made from Nárada.

Aswatantràh prajàs servàh swatantra prudhivi-patih.

Aswatantràh smrìtàs sishyà àchàryeshu swatantrà.

Aswatantràh striyah putrá dásò yas cha parigrahah.

Aswatantras tratra grìhì tasya yat syàt cram' àgatam.

Those who are not independent are the whole of the people ; but the Lord of the Earth is independent :

Disciples, also, are said not to be independent ; but independence belongs to the teacher :

Women and sons are not independent, nor slaves, nor other members of a family :

The master of the family himself is not independent, as respects that which has regularly descended from ancestors.

5th. It follows, therefore, that, as property which has descended from ancestors cannot be given, or which is the same thing, sold by the master of the family without the consent of his children ; as women, sons, slaves, and others, dependents of a family, cannot dispose of any property without the consent of the master of it, so, also, the people cannot alienate land without the consent of the Lord of it.

6th. This doctrine is further illustrated and is found in the Tercapanchánanìyam, (40) as will appear by the following extracts from Colebrooke's translation. In page 115, Vol. II, the two preceding verses of Nàrada are quoted with others, and, in explaining what is intended by the terms dependent, the Commentator says (Page 116) " all subjects residing *with the King's assent*

(40) Though this work cannot be received as authority in Southern India on any disputed point, the doctrine it follows belonging to a school of law very different from that which is here prevalent, yet on points not disputed it has equal weight with any other modern compilation : in considering the subject, I have referred chiefly to it, because, being easily accessible, the correctness of my statements may be readily verified.

on land owned by him are occupied in the acquisition of wealth: with his assent they may possess land; and if it be seized by another the King shall compel him to restore it, therefore it is proper that they should make gifts or sales with his assent."

7th. The words underscored in the translation are in the original *Ráj'ánumatávèva tat swámicayám b,humau*, the last of which, rendered by "land owned by him," the King, might be translated, *land under his dominion*, for the words *Rájaswámica b,hùmi* may have either of these acceptations, or, to speak more correctly, are equivalent; for, according to this author, as will be presently seen, there is a double property in land, so that the King *owns*, jointly with the Cultivator, all land over which he *has dominion*.

8th. This is under the title "Unalienable property" (41) subordinate to the general title—"Subtraction of what has been given." (42) In the subordinate title—"On void gifts" (43) reference is made to the same or similar texts and the doctrine above stated confirmed. Thus in page 189, Vol. II, it is said—

"All subjects are dependent (XV. 2.) Land or the like given by subjects, with the *King's consent*, is a valid gift; so if a *corrody* be granted by a wealthy man, the gift of it, with his assent is valid."

9th. The commentary then proceeds to explain the law with respect to other dependent persons, namely, pupils, sons, slaves, and the like; the gifts or sales of all dependents, without consent of the persons their superiors, are considered equally invalid (see Pages 190 and 191, vol. ii.)

10th. Again in page 161, vol. ii, part the first, under the title of alienable property, &c. subordinate to the general title above noticed, the legal mode of conveying lands is thus declared.

"Land is conveyed by six formalities, by the assent of townsmen, of kindred, of neighbours, and of heirs, and by the delivery of gold and water."

The commencement of the commentary on this text is.

"Literally "of the town" meaning the rational inhabitants of the place: "kindred," persons who might eventually be entitled to the heritage after the giver's male issue, namely, daughters, sons

(41) *Adèyam.* (42) *Dattápradánicam.* (43) *Adattam.*

and the rest. "The Lord," the King, or his substitute, or any King's Officer employed for the purpose, &c. &c. By "Lord" is meant the King; his assent is required, because subjects are dependent (XV. 2.—this reference is to the text above quoted): in a gift of land, the assent of him by whose will it is held, and by whose favor the encroachments of others is prevented, is indeed proper," &c. see the whole.

11th. The original of the text above translated "Land is conveyed," &c. is as follows:

Gramas swajnyáti sámanta dáyad'ánumaténa cha
Hiranyódaca danéna shadb,hir gach,hati médiní.

Here it will be observed that the third of the six descriptions of persons, required to be present to render valid the conveyance of land, is *sàmanta*, which word Mr. Colebrooke in translating the text has rendered "*neighbours*," one of the senses it bears, while in the commentary he has twice rendered the same term by the word "Lord," the meaning given to it by the author, who explains it by the corresponding term "King," and which in this text it undoubtedly bears, for the repetition of a word signifying neighbour after *grama*, *town or townsmen*, has been mentioned, would be manifest tautology. (44)

12th. The law, as thus stated from the Saraswati-vilàsam and the Jagganàtha Panchánaníyam, which makes the *consent of the King necessary* to the legal conveyance of landed property, is corroborated by other codes. The proprietary right of the subject is probably better defined in the province of Malayála, or Malabar, than in any part of India: various modes of transferring land by lease, mortgage, assignment, &c. by which the right of the original proprietor passes on by degrees to the lessee, mortgagee, or assignee, until it is at length confirmed to them in full property, are in constant practice, and the form and substance of the several deeds fixed by immutable rule.—The final deed, by which the proprietary right is conclusively transferred from the *Jenmacàr*, or

(44) The *Dherma 'Sástram* being considered a divine revelation, the Commentators never allow that tautology can be inferable; when it is undeniably shown the passage is rejected as spurious.

hereditary proprietor, is called *Atti-pérày-nir ;* in the Vyevahára-samudram, a law treatise written in Malayála verse, the principles of which are professedly derived from the text book of Nárada, though the details are founded on the practice of the country, is the following verse, stating the incidents necessary to give validity to the deed *Atty-péráy-nir.*

Atti-péráy-nir ang' oruvenod' oruven Jenmam écam disáyám.

Drüstanmàr àrupér und' azhagiya vid,hi yennu kelp' unda sàs-tram.

Sajjáti band,hu putren narapati-lic,hten tatra sambandi,

Yenn itt,ham chollulluver ozhiga collola d,hàtri c,handam,

When one takes from another the Jenmam (proprietary right) by the water of obligation,

The prescribed law is, that, according to an excellent rule, there should be six persons present;

Namely, people of pure cast, relations, a son, the scribe of the King, and people connected with the parties ;

Unless these here mentioned are present, no portion of land must be bought.

13th. The *consent*, or at least, the knowledge *of the King* is here clearly necessary to give validity to the *final* conveyance of land in the province of Malabar, and as the same rights, though not so clearly defined, prevail in this part of India, it must be inferred that it is necessary here also ; inference however, is not necessary when facts can be adduced, and a reference to the deeds by which lands are customarily transferred, all evidently founded on the precepts of the law, both in form and substance, will show that this is actually the case. Thus in the regular *Craya-sàsana*, given when land is sold without reservation, the act is formally stated to have been performed in the presence of the Prince or the Officers of the Prince, *Mannàler*, and of the people, *Maneicolaver ;* the following quotation from a Craya-sàsana, passed by Anuda-rayappa Mudelyár, for three sixteenths of the Village of Sirudeiyúr, to Vencatachela Chettiyár, in the year of Salwahana 1704, or A. D. 1780, will establish what is here stated.

மணலுளா மனைகொளவா முனபாக கிரய நிசயித்த அனலுடனு செலலுமபடி ராசி பூவராகன-ரூ அ-இவராக ன முபபதெடடுக்குஞ சிருடை பூர் என பஙகு மூனறு விசமும அதறகுளள எபபேர்பபடட சகல சுவாமியங களும சுவநதிரமுங கிரயசாதனம பணணிகொடுததேன.

The price having been settled at 38 *Star Pagodas in the current coin of the day, in the presence of the rulers of the land*, Mannáler, *and the householders*, Maneicolaver (45), *I have, for these thirty-eight Pagodas, written and given this bill of sale for my three-sixteenths share of the village of Sirudeiyúr, the superiorities and privileges thereto appertaining.*

14th. The reason of the consent of the king being necessary to the legal conveyance of immoveable property is founded, according to what precedes, on the inherent dependence of the subject: there is another light, however, in which the question may be considered, arising from the nature of landed property, for land admits of being enjoyed by more than one person at a time, and may, therefore, be possessed at the same time by the king and by the cultivator, by each according to his specific rights.

15th. Under the title of "Sale without ownership," (46) commencing in Page 460, Vol. I, the author of the Jagganátha Panchánaníyam demonstrates that this joint right of the king and subject does actually exist: The argument is supported by a variety of texts, and the conclusion drawn at Page 472, Vol. I, is expressed in Mr. Colebrooke's translation in the following words.

"Is the earth unowned if the king have no property in it? If it be alleged that the soil is not unowned, since the subject has property by occupancy; it is asked cannot the king occupy land? The king may also have property in the land by occupancy. *Therefore the right, both of the king and the subject, in the soil is proved upon the concurrent opinions of Chandreswara, Sri Crishna, Tercàlancàra, and many other authors.*

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(45) This term includes the Mirásidars and all the resident inhabitants of the village.

(46) *Aswami-vicrayam.*

" Property must be discriminated by occupancy : thus if another invade the land occupied by subjects, the king opposes him, and land is occupied by subjects, with the king's consent," &c. see the passage.

" The subject's property in the soil is weaker than the king's, for the subject is weaker than the king : but it is founded on the reason of the law and on settled usage : therefore the land ought not to be sold by the king to another," &c. see the passage.

On the concluding words of the last sentence it may be observed, that, as the property of the king in the soil is here declared to be stronger and that of the subject weaker, if the king cannot sell the land, *a fortiori*, the subject cannot; but from what follows it is evident, that, though neither can dispose of the whole property, either may of his right in it, the king, from his inherent independence without the consent of the subject, the subject from his inherent dependence with the consent of the king.

16th. The joint property of the king and the cultivator in the soil is again adverted to in commencing the title " Partition of Patrimony," (47) where Jagganàtha Tercapanchánana enters into a disquisition on the nature of property in general, and the investiture of it by heritage in the relations of the deceased owner (see the whole passage from Page 502 to 520, Vol. II, Colebrooke's digest); he ends with the following example and conclusion as to the existence of concurrent property in the same thing—" when a principality is sold, the prince has property entitling him to receive revenue ; but the property of the occupant entitling him to enjoy the produce *of the land*, subsists in full force ; when the produce is sold by the occupant, the purchaser acquires a right to enjoy it, but the king retains his title to receive revenue. Hence, he who cultivates land for which he pays revenue to the king, and who enjoys the produce obtained from that land, is acknowledged to possess property as cultivator *of the soil* ; if he sell the land, the purchaser acquires similar property, in right of which he enjoys the produce after paying revenue to the king. The cultivator is not destitute of ownership ; for that would not be consis-

(47) *Dáya-bhàga.*

tent with practice. Consequently various concurrent rights to one and the same thing being admitted, it must be established, that property is an impediment to other property of the same nature. —This has been also stated by 'Sri Crishna Tercálancára, *in these words;* " for those two concurrent rights of the same nature are incompatible."

The meaning is that there cannot be two concurrent rights of the *same* kind, but there may be two concurrent rights of a *different* kind ; the rights of two princes in the same territory cannot concur, nor can the rights of two cultivators in the same extent of soil, but the right of the prince, being of a different kind from that of the cultivator, may be, and is, concurrent with the right of the cultivator in the same land.

17th. From what has been said in the preceding paragraphs the conclusion is, that, by the old law, though land might be temporarily transferred by mortgage or permanently by gift, it could not be sold ; that, according to the interpretation by the commentators of the ancient text, the sale of it is allowed, the word *Dànam*, *donation*, being construed to signify any act of divestiture ; and that, from the right of superiority inherent in the king and the concurrent ownership which he has in all lands cultivated by his subjects, the sale cannot be made without his consent, implied or direct.

18th. This is the settled law of the case ; I shall proceed to show the practice prevalent with respect to the sale of Mìràsi (48) in the districts adjacent to this Presidency.

SPECIAL PRACTICE.

19th. Mírási right has been always and is saleable in the villages of Madras ; but in those held in *Pasung-carei* or *Samudayem*, joint proprietary, the *land*, strictly speaking, is not transferable ; but it is the indivisible right the Mírásidar possesses to a share in the *Mányams*, and *Mèreis*, to the cultivation of *Vàrapet*, to the

(48) The Sanscrit term *St,hàvaram*, which occurs in the foregoing quotations, lit. *immoveable property*, agreeing with the expression used by our lawyers, *real* property, and contradistinguished to the term *Jangamam*, *moveable* or *personal property*, would seem to have essentially the same meaning as the word *Mirási* and to include all inherited property.

enjoyment of the *Nattam* and back yards, the wastes, roads, wells, water courses, &c. within the precincts of the village, that he can transfer by sale, gift, or mortgage. For example, if a village be divided into 16 shares and an individual hold half a share, he is entitled to $\frac{1}{32}$d part of the annual produce of the *Cániyátchi-mànyams and Méreis ;* of the total productive *Vàrapet* lands, *he must provide for the cultivation of* $\frac{1}{32}$*d part* and participates to that extent in the total profits from them; $\frac{1}{32}$d part is his share, also, in all advantages derived from forests, wastes and water ; and, in fine, he has an interest equal to $\frac{1}{32}$d part in all profits belonging to the village, tangible or intangible, and it is this interest (49) and this only, that he can transfer. The person to whom he transfers it becomes, on the formal completion of the act, a Mírásidar of the village and assumes the station in the community the transferer has vacated. It has been shown that by law landed property and all rights connected with it, that is Mírási, can only be transferred by written deed, accompanied by certain prescribed formalities, tending to give the act general publicity, and with the consent of six stated descriptions (50) of persons ; accordingly it appears from the old bills of sale drawn in the villages of Madras, which always transfer a share, shares, or part of a share, never a particular spot of ground, that the requisitions of the law were satisfied by putting up to auction the Mírási right to be transferred; this proceeding

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(49) The eight incidents of ownership in land are stated in the following verse.

1 2 3 4 5 6

Nid,hi nicshépa pàshànam sidd,ha sàdhya julànwitam

7 8

Acshiny' àgàmi samyuctam ash'ta-b,hògà samanwitam.

1 *Treasure trove.* 2 *property deposited* in the land not claimed by another. 3 *mountains, rocks* and their contents, *mines, minerals, &c.* 4 *all land, &c. yielding produce.* 5 *all produce* from such land, &c. 6 *rivers, tanks, wells* and all other *waters.* 7 *all privileges actually enjoyed,* 8 *all privileges which may be conferred ;* these are expressed by the general term *Ashta-bhògam, the eight rights* enjoyed by the owner of land.

(50) See the preceding text.—"Land is conveyed by six formalities," &c.

enabled all persons concerned to maintain the rights given them by the law, and when observed, was sufficient to legalize the transfer; in case of private sale, however, the consent, implied or direct, of the six descriptions of persons whom the law considers as interested ought to be obtained before any transfer of landed property can be made. By the custom of the country the bill of sale must be drawn by the *Carnam* of the village; it must be witnessed by two or more creditable persons, and countersigned by all or at least by the principal *Mirásidars;* it must state the exact share transferred, (or, when land and not right is sold, the boundaries towards the four cardinal points, sometimes, also, it shows the measurement and produce); it must contain a distinct date and the name of the reigning prince (51) and one or more of his predecessors; the persons of the transferer and transferree must be clearly designated by the insertion of their father's name, their caste, tribe and place of residence; and the transfer must be regularly recorded by entry of the new Mírásidar's name in the *Pangu-málei* register. It is not here meant to deny that a particular spot of ground in a *Samudáya* village may be transferred to a stranger without conveying to him Mirási right, but when done it must be by the consent of *all* the Mírásidars and with the permission of the Sircar; such transfers have frequently taken place in latter times and have become customary in the villages of Madras but the right is *not* inherent in the Mirásidar. When ground is sold independently of Mírási it must be *Várapet*, or waste land; *Mányam* land, whether belonging to the Mirásidars or the Village Officers, and lands entered in the *Terapadi* under the head of *Nattam* and *Perumbóe are in no case transferable by direct sale;* they may, however, be transferred indirectly by exchange: for example, if it be intended to dispose of a part of the *Cániyátchi*, or Inhabitant's, *Mányam*, its extent, produce, and value is as-

(51) Bills of sale and other deeds drawn during the government of the Vijayanagara kings and those even in which their names have been used long after their dominion ceased, contain a strangely fulsome eulogium on them: some commence with Culóttunga, or some other of the Shózha princes, panegyrize Crishna Ráya, pay homage to Aurengzébe, and end with complimenting the Honorable Company.—See Appendix.

certained, and a portion of the *Várapet* land equivalent to it is assigned to the holder of the Mànyam, who receives the price agreed on from the purchaser and the latter becomes answerable for the Sircar revenue payable on the Várapet land thus converted into Mányam ; the deed under which this exchange is effected is called *Parivertanei-chittu, deed of conversion*, and is in very common use at Madras, for though certificates free of quit rent have been issued for many of the Mányam and Nattam lands of the villages of Madras, by which they have become transferable property, the people themselves are averse to a direct and absolute transfer of such land. It is, also, to be observed, that, though the *lands* constituting official Mányams are not transferable by direct sale, gift, &c. *official* Mìràsi is ; I am not aware that there exists any instance of such transfer of *Càvel-mirási*, but many instances might be adduced, and some will be found in the Appendix, in which the *Carnam-mirasi* and the Mirasi of the Village Servants, of the *Panjàngen*, Iron-smith, Carpenter, &c. have been so transferred ; such transfers are, however, not common, and I should doubt whether they would be complete without the direct consent of the Sircar first obtained, especially as regards the Carnam, as the public interests require that this office should be filled by a competent person.

THIRTEENTH QUESTION.

"How many years purchase of its annual value is Merassy right generally sold for ?"

ANSWER.

Local circumstances have continued to increase the value of land in the vicinity of Madras so greatly, that to state the prices now given could lead to no judgment of the value of Mírási generally or particularly ; but a reference to sales made in former times may enable an opinion, more or less correct, to be formed on the subject. From an old bill of sale, passed by Peria Mudeli, Mìrásidar of Tondiyàrpett, to Tiyâgapa Mudèli, it appears that a moiety of one of the ten shares *(careis)* into which the village was divided, or 1-20th of the whole was sold by auction in A. D. 1726, for 50 Pagodas ; the soil of this village is mostly salt and sandy, and being capable, consequently, of little agricultural im-

provement, their productive value must have always remained stationary; moreover not being calculated for the formation of gardens, the greater part, if not the whole, continued unalienated from the date of this bill of sale, until the formation of Sámi Naic's settlement. On reference to Mr. Place's *Terapadi* statement for Fuslies 1202, 3, 4, it appears that the average share of the Inhabitants of the total produce of Tondiyárpett in the last of these years was worth Star Pagodas 414-19-53, one twentieth of which is Star Pagodas 20-32-39; the sale abovementioned, therefore, was according to this calculation, effected at about *two and a half year's purchase.* From another bill of sale passed nearly at the same time, in A. D. 1722, by Arjuna Mudeli, for one-third of a *carei*, or of a tenth share, of the same village, it appears that the price paid was exactly the same as for the half share sold by Peria Mudeli, Pagodas 50, which according to the total value of the Mirasi produce, deduced as above. was nearly at the rate of *four years purchase.*—The *productive value* of Mirási must be compounded of the value of *Mányams*, *Méreis* and other privileges, the extent and nature of the soil of the *Várapet* lands, advantages of irrigation, and the *share customarily taken by the inhabitants*, each of which varies in a greater or less degree in every village; but it must be observed, that, generally speaking, the last circumstance, which is regulated by the others, has a more direct influence than any of them on the profits of agriculture and consequently on the value of Mirási in villages, for where the *Mányams*, &c. are large, or where the *Várapet* land is extensive and of a good soil, or where water is abundant and irrigation easy, the share of the inhabitants' is lower than where the reverse of these is the case; this tends to equalize profits and to counter-balance natural and artificial advantages. It is evident from what is here stated that the produce and rate of the inhabitant's share being given, the productive value of the Mirási of any village must in ordinary cases be known. The considerations which govern *purchase value* are very different, however, from those on which productive value are founded; purchase of land is only one of the many modes of vesting capital, and the purchaser looking only to the ultimate profit, takes no account of subordinate circumstances, of the quality of the land, or

the rate of taxation on it, as, if an equal income be afforded, it must be the same to him whether it be derived from ten *Canis* of good and lightly taxed land, or from a hundred *Canis* of bad and highly taxed land. Purchase value is compounded of productive value, the value of money, ascertained by the rate of interest generally prevalent, security of tenure, and certainty of produce : of these, productive value and the rate of interest must be the foundation of every calculation, the other two are incidental (52). In a country where, as in India, the legal rate of interest is 12 per cent. that is, where a *certain* income of 120 can be secured by the loan of 1,000 Pagodas, it is clear, that a person will not invest this sum in property, the income from which is liable, from any cause, to fluctuation or hazard, without obtaining a higher rate of interest and, consequently, a greater income to cover the risk ; in other words, he will not buy land at $8\frac{1}{3}$d years purchase. The Mírási right may, in many districts, under the existing laws and our increasing knowledge, be now considered a stable tenure ; but the purchaser will long be directed by appearances rather than realities, and by a remembrance of past insecurity rather than by a reliance on present security. Produce and its value in this part of India depends so mainly on season and on incidents so various and recurring, that, except from lands watered by rivers, or from those on which more than the ordinary labor of agriculture is bestowed, as gardens and grounds watered by wells, it must be considered, in both its kinds, wet and dry, as more uncertain than in other climates. These circumstances considered, I think that at most, landed security must here be reckoned at one-third less value (53)

(52) Incidental as regards the calculation only, for in fact security is the principal thing considered in the investment of money ; in England, during war, when large sums are annually borrowed and the national credit is in consequence comparatively impaired, the security of land is preferred to that of the funds and the value of it rises; during peace, when no money is borrowed and the national credit is exposed to no danger, the security of the funds is preferred and the value of land falls.

(53) This is wholly hypothetical ; the actual value of landed, compared with money security, varies probably in every district, and could only be ascertained in any by a careful examination of the recent sales of Mírási which have taken place within it.

than money security, which will reduce the value of Mírási right in common lands to about *five and a half* (54) *years purchase ;* the sales above noticed in Tondiyàrpett were both made at rates within this, and I am of opinion that it will be generally found that hitherto sales of Mírási have been rather below than above it.

FOURTEENTH QUESTION.

"What is the greatest, the least, and the average annual value of the Merassy of one Merassydar ?"

ANSWER.

The extent of the Mírási lands in the villages of Madras has been so much reduced by repeated alienations, that to state the greatest, least, and average value of the land now remaining with one Mírásidar would afford no answer to this question : when the sale, of which I have made mention in the preceding answer, took place, the village of Tondiyàrpett was divided into ten *cavels* or shares, of which 5 shares, or one-half, valued, according to the total valuation before stated, at Star Pagodas 207-9-65, were jointly held by Muttayapa and Perei-tombi Topa Mudeli ; 2 shares, or one-fifth, valued at Star Pagodas 82-39-74, were held by Varadapa Mudeli ; 1 share, or one-tenth, valued at Star Pagodas 41-19-77, was held by Ayama Mudeli ; 1 of the same value by Viranen and another by Peria Mudeli ; the average annual Mìràsi of one Mírásidar was, therefore, in this village Star Pagodas 25-40-48, though, as above shown, the actual division was very unequal. The average annual value of Mìràsi in the four *Magànams* of the home farm

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	Years.
(54) Purchase value of land, when the rate of interest is 12 per cent. and landed and money security equal.....	8½
Deduct one-third, being the stated difference between landed and money security.....	2½
Purchase value of land in India.....	5½

villages when the *Terapadi* accounts were taken by Mr. Place, in Fuslies 1,202-3-4, will be shown by the following Statement.

Magánam.	Number of Villages in each *Magánam*.	Number of Mirásidars.	Total value of the Mirási of each *Magánam* in Fuslies 1,202-3-4.	Average value of ditto for one year.	Average value of the Mirási of each Mirásidar for one year.	Average of do. do. for the four *Magánams*.
			S. Ps. F. C.	S. Ps. F. C.	S. Ps. F. C.	
Trivettùr, . .	7	51	3,602 9 70	1,200 33 22	23 24 38	(55) S.P.F.C. 16 2 76
Codambácam, .	6	71	3,341 41 69	1,113 43 76	15 31 3	
Nungambácam, .	7	54	1,774 31 70	591 25 50	10 42 78	
Connúr, . . .	8	53	2,237 33 28	745 41 9	14 3 25	
Total of the Home Farms.	28	229	10,956 26 77	3,652 8 77	0 0 0	

In the statement entered in the reply to the Eighth Question, the shares enjoyed by the Mírásidars in the Madras villages and the value previous to the great alienations which have now taken place, is shown as far as it can be ascertained : from this it appears that the greatest annual value of the Mírási of one Mírásidar was.....Star Pagodas. 51 40 63

The lowest..... do. 2 12 36

The average..... do. 29 35 27

(55) This appears a low average ; in it, however, is included only the value of the produce of the *Mányam* and *Várapet* lands and of the *Méreis* of the Mírásidar, who besides enjoys a share of the *Gràma-shelavu*, of the ready money fees collected from *Chittis* and others, of the sale of fresh water fish, the profit from topes, gardens and back-yards, &c. ; besides it will be found that in many villages there are one or two great proprietors who have the management of the lands and take the greater portion of the actual agricultural profits, and that the lesser proprietors procure an additional subsistence by labouring as *Páyacáris* in other villages, or by some occupation distinct from agriculture.

FIFTEENTH QUESTION.

" Do Merassydars attach any other besides a pecuniary value to their Merassy ?"

ANSWER.

Exclusive of all pecuniary consideration the Mírásidars attach a high value to their Mírási : the receipt of the *Swámi-bhógam*, or *Tunduvàram*, &c. (56) from the *Paracudis* and others are real superiorities the possession of which must be grateful to human vanity, which must, also, be flattered by the lead they take in the festivals and all other concerns of the people and the precedence which is always readily allowed them. The possession of Mírási is evidence, also, of the antiquity of family and it confers considerable personal credit, the security of a Mírásidar being more readily taken than that of any other person.

SIXTEENTH QUESTION.

" Where there is no Merassy right is there any other tie by which particular individuals are attached to particular fields, and what is it ?"

ANSWER.

There is no tie by which individuals are attached to particular fields in the villages of Madras distinct from Mírási, but there are tenures subordinate to it, some permanent and others not, by which they are so attached. The foreign or corrupt term *Pàyacàri* (57) is used to designate persons who cultivate land of which they do not possess the Mírási ; these are of two descriptions, *Ulcudis*, or fixed cultivators, and *Paracudis* or strange cultivators. The latter have no pretensions to Mírási or any other property ; if established in the village by the Sircar, they have only the right of cultivation *from year to year*, unless cowle have been given to them or they have entered into agreements *(Udenpadicai)* with the

(56 A variety of small fees in kind and money are paid to the Mírásidars both by the cultivating and resident inhabitants of their villages.

(57) This term is said to be derived from the Persian words " *Pay the foot* and *Karidun labor*, or *Kesht car Kurden* to *cultivate* ;" the proper Tamil term is *Payercudi* or *Payercaren*, from *Payer* cultivation, and *cudi, an inhabitant, caren, a person* ; from the latter of which it is probably corrupted.

Mírásidar for a longer period, after which all right of continuance ceases : they are, therefore, either *tenants at will*, or tenants under special agreements ; in either case they pay the Sircar share and should render the *Tunduvàram*, or landlord's dues, to the Mírásidar ; the produce of their fields, also, in common with all the *Vàrapet* lands of the village is liable to annual deductions on account of *Cuppatam* and *Cáni-mérei*, fees to the Mírásidars, and sundry *Méreis*, *Cálvásem*, and other fees to the several Village Officers and Servants. The *Ulcudi*, on the contrary, holds his lands in a subordinate species of Mírási and possesses them, not in absolute, but in definite property ; for though *he cannot transfer them* by sale, gift, mortgage or otherwise, yet *he cannot be removed from them* and they descend, like the *Càniyàtchi-mirási* of the village, to his posterity : he pays the Sircar revenue, the *Tunduvàram*, often no more than a peppercorn, and all dues rendered by the Mírásidars and Paracudis, but he receives none. The right of the *Ulcudi* has been compared by competent authority (Mr. Place) *to copyhold*, and of all the several modes of holding land prevalent in Southern India, it is indeed the only one that bears any striking resemblance to the tenures of England. The *Ulcudi-Pàyacàris* have in many places by gradual encroachment succeeded in placing themselves in possession of the whole *Vàrapet* of the village and not unfrequently in usurping the Mírási right : there is a remarkable instance within the limits of Madras of complete usurpation, in which the *Gramani Pàyacàris* of the village of Tondiyárpett, after the continued contention of half a century, have established themselves in possession of the whole Mírási, though, under a decision of the Supreme Court,* their right has been negatived and they are liable to ejectment, on further process. Some of the lands in the village of St. Thomé, held in *Arudi-carei* or severalty, are in the actual possession of *Ulcudis*, while the Mírási right in them is claimed by the representatives of the former Mírásidars : an instance lately occurred in which an attempt was made to oust the *Ulcudis*, in consequence of a bill of sale executed by the Sheriff, by the connivance of the claimant of the Mírási ; as such sale, however, would only convey the superiorities, namely,

* See No. XXIV. of these Selections—W. H. B.

the *Tunduvàram*, *Càni-mèrei*, *Càlpadi*, &c. and *not* the land, I resisted the attempts of the purchaser to disturb the actual tenants and shall maintain them in possession, until the case be decided by law.—Besides the tenure of the permanent and temporary *Pàyacàri* there are others by which lands are held of the Mírásidars, (58) jointly or severally, under mortgages and assignments of various descriptions, some of which are and some are not in common use. To enter into a particular description of these, though not a difficult task, as the enquirer would readily obtain information on the subject through various channels, is foreign to the general nature of the questions to which I am replying; I shall, however, advert to a mode of holding, formerly very common within the limits of Madras, and which has in some instances been specifically recognized and confined in the grants of Government. I allude to that singular conversion of property by which a Mírásidar in an *Arudi-carei* village (59) makes over the possession, right of transfer, and all other Mírási privileges to a stranger and constitutes himself a permanent *Pàyacàri* by retaining the right of cultivation and the customary share of the produce; ground (60) is frequently assigned in this mode for the formation of gardens, and the assignee pays the government revenue, but neither *Tunduvàram* or *Mèreis*—in this case the privilege of pre-emption vests in the Mirâsidar, and, if the occupant abandon the ground, he resumes in full his original right. (61)

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(58) See Appendix.

(59) In *Pasung-carei* villages, also, if by the consent of *all* the Mírásidars.

(60) An extent of ground within the village of St. Thomé, originally granted to Mr. Fallowfield is held in this manner; the right of the Mírásidar to the cultivation of it being recognized and confirmed in the grant.

(61) No distinction having been made, on the introduction of the permanent settlement into the *Jagìr*, in which the rights of Mírási have always prevailed, between the *Pottahs* to be given by the *Mutahdars* to the several descriptions of landholders, whether Mírásidars, Ulcudis, Paracudis or others, the provisions of Regulation XXX. of 1802, have in this district, from the contending pretensions of the several parties interested, become almost nugatory. The Mutahdars, whose wish it has

SEVENTEENTH QUESTION.

"Where there is no Merassy right, has it been usual for the Ryots to remove from one village and from one part of a village to another part, and has their removal depended on their own choice or on that of the Collector ?"

ANSWER.

The *Paracudi-Páyacári* may quit his lands, if there be no agreement, at the end of the year, or otherwise, at the end of his term, and take others in the same or another village ; if an *Ulcudi-*

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been to rid themselves as much as possible of the *inconveniency* of the Mírási claims, have carefully avoided giving any instrument tending to confirm them, while the Mírásidars with equal pertinacity have refused to enter into any engagement that appeared to compromise them, and have regarded with extreme jealousy Pottahs given to any description of Páyacáris, as involving an infringement of their indefeasible rights. By Section X. of this Regulation power is given generally to "proprietors" (thereby meaning Zemindars, Mutahdars and others receiving the Sircar dues) "and farmers of land," "to grant the lands of "under-farmers, or Ryots," refusing "to exchange mutual engagements in writing," "to other persons ;" an enactment which would seem to place the Mírásidar at the mercy of the Mutahdar, though this has not been actually the result as it has not been considered in practice to entitle the latter to any exertion of authority incompatible with the law and custom of the country. This there can be no doubt, is legal construction, for, as the Legislature in England have confirmed to the Natives of India the administration of their own laws, and as Clause First, Section XVI. of Reg. III. of 1802, expressly declares that—"In all suits regarding *succession, inheritance*, marriage and caste, and all religious usages, and institutions"—"the Hindoo laws, with regard to Hindoos, are to be considered as the general rules by which the Judges are to form their decisions"—no enactment can be construed as affecting the rights of *Cániyátchi* or *Mírási (inheritance)* connected as they are with the general law and established usages of the country, unless they are therein expressly noticed and deliberately abolished. All the authority, therefore, which under this interpretation of the law, the Mutahdar can exercise over any under-tenant or Ryot holding his land in Mírási tenure, who may refuse to exchange written agreements, must be confined to granting the land to Páyacáris for *the current season*, and this act can extend to the *Várapet*

Páyacári quit his land, he loses by the act his Mírási (hereditary right of occupancy) and the land reverts to the *Cániyátchi-Mírásidars*. Lands held by mortgage or in assignment must be valuable, and it is not probable, therefore, that they are ever abandoned.

(Signed) F. W. ELLIS,
Collector of Madras.

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land only, no power being given to the Mutahdar over the *Mányams*, *Méreis* or any other Mírási privileges. At the expiration of any season within the period limited by law, as already explained, the Mírásidar would be entitled to recover possession of the land, of which he had been thus deprived, on consenting to exchange written agreements and to conform to the general provisions of the Regulation.—In adapting in A. D. 1802 the Regulations which had been framed for the provinces under the Government of Bengal, to those under Madras, the laws, customs and religion of which differ from each other in many respects as much as those of any two kingdoms in Europe, sufficient attention was not paid to the peculiar institutions of the latter. This defect, the remedy for which, however, the Regulations themselves provide, whether proceeding from erroneous views respecting these institutions, or from a want of that knowledge which further enquiry and a more extended acquaintance with the local languages have enabled the service to obtain, is no doubt to be lamented, but its effects in practice have not been so mischievous as some have anticipated. The inference drawn, for example, by a writer whose authority is always entitled to respect and whose opinions have had, as they deserved, great weight, that the Regulations tend to destroy the proprietary right invested in the Mírásidar, the Pottah Regulation especially, by giving an undue preponderance to the newly created right of the Muttahdar (see Page 174, Chap. V. of Colonel Wilks's Historical Sketches of the South of India) is not supported by the result, and the proof of this is afforded by the fact, that the *Mírási* property of the *Jagír*, maintained by various decisions of the Courts acting under these Regulations, continue, after the lapse of fifteen years from their introduction, in the hands of the original holders.

Translation of Answers to the Questions enclosed in Mr. Secretary Hill's Letter to the Board of Revenue, dated 2nd August 1814, by B. Sancaraya, late Sheristadar to the Collector of Madras.

FIRST QUESTION.

"How has Merassy right hitherto been recognized and respected, where Merassidars were not the renters?"

ANSWER.

The well informed say that when Tonda-mandalam (1) was first settled, the *Mirásu*, known by the name of *Cániyátchi*, (2) was conferred on the inhabitants to establish in them proprietary right (3) and that from that time they have continued uninterruptedly to enjoy it. Whatever person not a Mirásudar, takes in farm Mirásu land of this description, must employ the Mirásudars in the cultivation of it, and cannot cause it to be cultivated by *Páyacáris* (4): it is customary however, when the Mirásudars are not able to carry on the cultivation, to employ either the *Ulcudis* (4) belonging to the village, or *Paracudis* (4); but, when this is done,

(1) The boundaries of Tonda-mandalam are generally stated to have been from the northern Pennar to the Southern River of that name, now called the Gúdelam (the river of Cuddalore), and from the sea to Nandi-Droog;—these, however, were not the original boundaries. See the Introduction to the Appendix, following these replies.

(2) *Cániyátchi*, in its general sense, is the native term for which the foreign word *Mirásu* has in latter times been substituted; in the districts to which these answers more particularly apply, it is restricted to mean the *Mányams, Cuppatams*, and other special privileges of the Mirásudar, considered as the symbol of their proprietary right in the soil.

(3) In the original *Uzhavadei*, which agrees with *Mirásu* or *Cániyátchi* used as a general term, as a person may say indifferently—I hold Mirásu, or Cániyátchi, or Uzhavadei in such a village.

(4) Under the general term *Páyacari*, as used in Revenue proceedings, but more properly *Payercudi*, are included the two descriptions of *free* cultivators, denominated *Ulcudi-Payacáris*, cultivators inhabiting the village, who by long residence have established a right to reside in it, and to cultivate a certain portion of its lands, rendering the superiorities to the Mirásudars; and *Paracudi-Páyacáris*, foreign cultivators, who have established no such right, but are liable to be removed at the end of the year for which they have engaged.

the *Sótantrams* (5) and *Tunduvàram* (6) are rendered to the Mírásu Inhabitants from the lands so cultivated, according to their respective shares. Within the limits of Madras the practice here stated has always existed with respect to cultivated lands on which no houses are erected, but, since so great a number of houses have been built, and roads and gardens formed, the receipt of a monthly or yearly rent has become usual; on this account and from the issue of certificates for land, the right of *Càniyàtchi* has been obliterated; however, in some arable lands and in such only, the Mírásu still continues to the Mírásudar according to ancient custom.

SECOND QUESTION.

"Does merassy right extend to waste land?"

ANSWER.

As waste lands are included in the *Gràma-taram*, (7) all such lands have been considered to appertain exclusively to the Mírásudars. All lands comprehended under the terms *Nattam*, (8) *Eri*.

(5) *Sótantram* (properly *Swatantram* San. from *swa own* and *tantram will*) is a general term which includes all the Mírásu privileges; but it has in different places differing acceptations—in Tonda-mandalam, connected with the word *dittam*, it means especially certain fees received by the Mírásudars in the straw before threshing, and differs in this respect from the *Cuppatam* and *Mérei*, as these are taken after the grain is threshed.

(6) From *tundu, a piece cut off, a bit, portion,* and *váram, fixed share of the produce* as taken either by the Sircar or the Mírásudar. This term is often used synonymously with the Sanscrit word *Swami-bhógam, the portion enjoyed by the Lord,* but there is a practical distinction, *Tunduváram* being a certain percentage of the *Cudiváram*, fixed by custom or agreement, rendered by the Pàyacàris from the produce of all lands cultivated by them to the Mírásudars, sometimes in grain, sometimes in money, and *Swami bhógam* being the rent paid for land held in farm from the Mírásudar for a fixed period.

(7) The extent of land of various descriptions included within the limits of the village or township, and entered under its respective heads in the *Tarapadi* register kept by the public Accountant.

(8) The land on which the buildings of the village stand, including the *Pazhacadi* or backyards attached to the private houses.

(9) *Perambócu*, (10) and (11) *Tarisu*, if the village be held in joint shares have always been enjoyed in joint shares ; or, if not held in joint shares, then in severalty, according to the *Pangumàlei* (12) accounts. Some times, however, when the Sircar is desirous to give to any one in *Serva-mányam* (13) tenure, either the whole of a Mírásu village, or the waste lands, or any extent of ground within the limits of the village, the value of the proprietary right therein is paid to the Mírásudar, and the land becomes *Serva-mányam ;* if the proprietary right be not so purchased, then the holder of the *Mányam* is entitled only to the *Mél-váram* (14) ; if the Mírásudar should refuse the price offered, his consent must be obtained or an exchange made for other ground. This has been practised in the Shózha country, in the villages of Nedamangalam, and Callanei, and many others.—Thus, also, as the Inhabitants hold Mírásu in waste lands entered in the *Tarapadi* accounts, if hills are found within the tract to which these extend, the Mírásudars must be considered to be entitled to *Cáni-*

(9) Land occupied by tanks.

(10) Land occupied by roads.

(11) *Tárisu* of two kinds ; *Anádi-carambu, immemorial waste,* and *Sheycál-carambu, cultivable waste.*

(12) This is a register kept by the Village Accountant showing the shares held by each Mírásudar and recording all changes of property.

(13) *Serva-mányam* signifies land *entirely free,* of which both the *Mél-váram,* the Government share, and the *Cudi-váram,* the Inhabitant's share, is enjoyed by the holder of the Mányam ; this tenure can only be lawfully created by the joint act of the Prince and the people ; *Ardha-mányam* is land *half free,* of which the holder enjoys only the *Mél-váram,* it is created by the Prince only. The confounding of these tenures under the general foreign term *Enâm* has in latter times been the cause of great uncertainty and long continued disputes.

(14) And in this case the tenure is not *Serva,* or entire, but *Ardha,* or half *Mányam :* the latter term is applied as above stated when the whole or any part of the *Mél-váram* is alienated by the Sircar, and differs from *Srótryam,* in as much as the latter term is only properly used when the gift is made to Bráhmans skilled in the Srïti or Védam. Whereas *Mányams,* literally *honorary gifts,* may be conferred on any caste or under any circumstances.

yátchi in them : in this manner, I understand Mírásu in hilly or rocky ground is vested in the Mírásudars of the two villages of Pallavaram and Adeiyàlachèri in Zillah Chingleput, and in some others besides. Moreover, in all *Dána-patrams* (15) and *Pangu-vicraya-chittus*, (16) the terms used to signify the rights conveyed are *Jala*, (17) *Taru*, (18) *Pàshàna*, (19) *Nidi*, (20) *Nicshépam*, (21) ; among which *Pàshànam* signifies a *hill or rock*, and this appears to establish the Mírásu right in such grounds.—While, however, there is, as has thus been explained, a right of property to the Inhabitants as respects their Mírásu, yet as this right is founded chiefly on possession, a *paramount right* to the territory (22) over which his dominion extends, appears to vest in the Prince ; if, therefore, the Mírásudar fail to cultivate, and loss thence accrues to the state, the Sircar enjoys and exercises the right to cause the lands to be cultivated, and to issue cowles for that purpose.

THIRD QUESTION.

" Is Merassy right forfeited for ever when cultivation is for a single season discontinued ?"

ANSWER.

The Mírásu right is not forfeited to the Sircar from the circumstance of the Mírásudar having failed to cultivate for a year, but in case the Inhabitant absents himself from his Mírásu lands for a long period, neither cultivates nor rents them, and in other respects acts with determined opposition to the interests of the state,

(15) Deed of gift.

(16) Bill of Sale of a share of Mírási. (Pangu viraya chittu)

(17) *Jala*—tanks, wells and waters in general.

(18) *Taru*—trees and all vegetable productions.

(19) *Páshánam*—hills, rocks, stones, ores and all mines and minerals.

(20) *Nidi*—hidden treasures.

(21) *Nicshépam*—deposits of valuables, known or unknown.

(22) In the original, the word, thus rendered according to its actual meaning in the sentence, is *Bhúmi* ; lower down to designate the extent held by the Mírásudar, the word *Nilam* is used, and so in all Native writings the two terms are idiomatically distinguished ; *Bhúmi, the earth*, being used in speaking of the rights of the Prince, and *Nilam, the soil* when speaking of those of the cultivator.

it has become customary for the Sircar to select a person to enjoy the Mírásu, and *to confirm him in possession* by cowle : frequent instances of this took place during Mr. Place's time in Chingleput, and in Tanjore the Rájá has transferred by *Sasunam*, (23) villages to others not Mírásudars.

FOURTH QUESTION.

"Where Merassy right exists, has it always been respected by the Officers of Government in framing the Jummabundy ?"

ANSWER.

When the Sircar is desirous of renting the *Várapet* (24) lands, and the Mírásudar refuses to take them at a reasonable rent, he may be passed over and the farm given to another person ; but in this case, the renter must conduct the cultivation *through the means of the Mírásudar, and must allow him the established Vàram* (25) ; to act contrary to this, to oust the Mírásudar and give his Mírásu to another merely for refusing to rent, would be an instance of extreme injustice.—Sometimes, however, when the Mírásudar owes a considerable balance to the Sircar, which he is not able to liquidate ; for the purpose of realizing this demand and to prevent the entire destruction of his family, it is customary for the Sircar to sequester his Mírásu, to conduct the cultivation by an agent, and until the balance is cleared off, to sell the amount of the *Tundu-váram*, (26) *Cuppatam*, &c. receivable by him.—If the Sircar do not think proper to act thus, they may call on the other shareholders of the village to pay the balance due by the default-

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(23) A written deed of any kind.

(24) All the cultivable lands of the village excepting *Mányams ;* the produce of which, after deducting the *Sótantram*, *Cuppatams*, and *Méres* payable to the Càniyàtchicárs, Carnams, Cavilcárs and other Mírásudars is divided in fixed proportions between the Sircar and Ràyets.

(25) The total annual produce of the cultivated lands of a village is called *Uda-váram*; the share received by Government after the deductions above noticed is the *Mél-váram* ; and that allowed to the cultivator is the *Cudi-váram*, which is now generally commuted for a money payment.

(26) A percentage on the *Uda-váram* or total produce, varying in every village, but fixed in each, received by the Mírásudar in kind from all cultivated lands.

ing Mírásudar, and allow them to execute for his share a *Sabhacraya Sásanam.* (27) This custom is said to have existed, and was so observed in former times.

NOTE.—Sancaraya has framed his reply to this question according to his conception of what is just, and to the practice which he has known to obtain when the rights of the people have been really respected; but I have good reason to believe that in districts where village rents have been formed, Mírásudars have been deprived of their Mírásu for refusing to rent their villages: and the strange renter allowed to dispose at his own pleasure, of *at least* the whole of the *Várapet* lands.

FIFTH QUESTION.

"If not respected by the Officers of Government, has it nevertheless been respected by the people themselves?"

ANSWER.

When Mírásu lands are rented to a stranger, the *Gramamányam*, (28) *Cuppatam* and other *Méreis*, (29) and the *Tunduváram*, are the right of the Mírásudar; the renter has no claim whatever to them. When a Mírásudar has been guilty of any great default, though it may be competent for the Sircar to oust him and to deliver the land to his Pàyacári to cultivate, such Pàyacàri is not entitled to dispose of it by sale or otherwise; nor to receive the *Sótantrams*. If the extent of land be found to be greater on measurement than that entered in the *Tarapadi* accounts, the Mírásu Inhabitants ought to divide the excess according to their shares, and to be answerable to the Sircar for the difference. If the Mírásu be resumed by the Sircar the Mírásu privileges are nevertheless continued.

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(27) In this case the whole of the Mírásudars of the village assemble and execute a joint deed divesting the defaulter of his share in the Mírásu, and investing it, according to their several proportions, in themselves: it does not appear to be necessary for the person whose share is thus transferred to be a party to the deed.

(28) Otherwise *Càniyàtchi-mànyam*, a certain extent of land held rent free by the Mírásudars in each village.

(29) Fees receivable in grain at various rates from the total produce by the Carnam, Càvilcàr, Taleyari, Carpenter, Washerman, Vettiyán, and other village Officers and servants.

SIXTH QUESTION.

"In how many villages of the district does Merassy right exist?"

ANSWER.

Mírásu right exists chiefly in the Zillah of Chingleput, in the country of Shózhen or Tanjore, in the province of Arcot, and generally in all the Southern Districts; and here the inhabitants enjoy the privilege of transferring it by gift, sale, or otherwise. In some villages the Mírásudar has passed to Ulcudis subordinate to him, the deed called *Uzhavadei-cániyátchi-sásanum*, (30) after which the Mírásudar cannot remove him or place any other person in his stead; but such Ulcudi is still bound to acknowledge the superiority of the Mírásudar, and so also the other Ulcudis who have not obtained the deed here mentioned, though they cannot be removed from their Villages as mere Paracudis may.

SEVENTH QUESTION.

"In how many villages is there no Merassy right?"

ANSWER.

In the Northern Sircars and other provinces subordinate to this Presidency, the inhabitants are not entitled to Mírásu right; but in many instances they have continued to cultivate their villages, to enjoy the profit, and sustain the loss, from generation to generation, and to pay the revenue to the Sircar for a hundred, two hundred, or three hundred years; though, therefore, they may not possess that peculiar proprietary right in the soil called *Cániyátchi*, and hold no village *Mányams* or other privileges, yet, as according to some authorities ownership in land is established by an occupancy of twenty years duration, and according to others after the lapse of one hundred years, it is for consideration whether a right very nearly resembling the Mírásu enjoyed by the people of Tonda-mandalam and Shózha-mandalam is not possessed by the *Cadim** inhabitants of this description. Certainly by law they cannot be judged to have *no* ownership in the soil. But, supposing it not now to exist, if the Sircar would be pleased to confer proprietary

(30) This may be rendered *a deed of permanent and hereditary property.*

* Hind: قديم—Kadim, ancient.

Càniyàtchi on the *Cadim* inhabitants of the districts where it does not exist, it would increase their credit and respectability, while, if at any time the revenue should fall in arrear they would be enabled to discharge it by raising money on the mortgage of their landed property.; moreover, it would effectually prevent their deserting their villages and by attaching them to their lands must produce an increase of cultivation, while no loss whatever would result to the Sircar from the measure.

EIGHTH QUESTION.

" How many Merassidars are there in the district ?"

ANSWER.

In the large villages within the limits of Madras, there are about twenty Mírásudars, and in the smaller from five to ten. In many of these villages, however, the families of some of the original Mírásudars have become extinct, and their shares have been divided among the remaining Mírásu inhabitants.

NINTH QUESTION.

" How many Cultivators are there ?"

ANSWER.

In the large villages including Mírásudars, Ulcudis, and Pàyacàris, there may be from twenty to one hundred and forty cultivating inhabitants, and in small not more than five or six ; always of course in proportion to the cultivable lands. In the villages held by the Vellàler or Agamudeiyàr they possess a certain number of slaves : each plough at work requires one man, and when the number of slaves, therefore, is not sufficient for the whole cultivation, hired laborers are employed. In Agrahàrams held by Brâhmans there are few slaves, and hired laborers are principally employed ; in some Agrahàram villages there are no slaves.

TENTH QUESTION.

" What is the average annual value of Merassy right in proportion to the produce ?"

ELEVENTH QUESTION.

" What is the average annual value of Merassy right in proportion to the revenue ?"

See the Collector's Answer to the preceding Questions..

TWELFTH QUESTION.

"Is Merassy right ever sold?"

ANSWER.

If the Mírásudars wish to sell the Mírásu enjoyed by them they may do so or they may mortgage it, or transfer it by gift, and this custom with the knowledge of the Sircar has continued until the present day. In the districts adjacent to the Presidency and in the southern countries, the inhabitants hold their villages in two modes, in *Arudi-carei*, and *Pasung-carei*. When each family enjoys a distinct portion of ground in perpetuity, that tenure is called *Arudi-carei*. (31) When after the expiration of seven, ten, or twelve years, or such period as many customarily be established in each village, the whole of the inhabitants assemble, draw lots, and, according to them, make a mutual interchange of the lands they have cultivated, this is called *Pasung-carei*. By what means soever he comes into possession, whether by gift, sale, or otherwise, each person in an *Arudi-carei* village is exclusively entitled to the *Nanjey* (32), *Punjey* (33), *Toppu* (34), wells and other waters belonging to his share: in the *Pasung-carei* villages each person is entitled only to a certain share of the produce, excepting in the Nattam, of all Nanjey, Punjey and other lands assigned to him when the general re-division took place, and formerly Mírásu of this description could only be transferred to persons belonging to the same village not to strangers, but the contrary has now become the custom.

THIRTEENTH QUESTION.

"How many years purchase of its annual value is Merassy right generally sold for?"

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(31) The first of these terms means *final or decisive distribution*, the second *fair distribution*; their application is sufficiently explained in the text

(32) Wet land, from *Nan*, *wet*, and *chey*, *cultivation*.

(33) Dry land, from *Pun*, *inferior*, and *chey*.

(34) Groves, orchards, and wood lands of all descriptions.

ANSWER.

When Mírásu is sold, the capability of irrigation, the quality of the soil, the *Gràma-mànyam*, the back-yards (35), the *Cuppatam*, the number of Pàyacàris, and the *Vàram* allowed must be considered. If these be superior the value will be high, if inferior low; and it will of course, also, be decreased if the necessities of the Mírásudar, who is obliged to sell, be pressing, so that no fixed rate can be stated. It may, however, be observed, that, in the villages within the limits of Madras, lands, which formerly sold at 7 Pagodas a *Cáni*, will now produce from 100 to 500, and that Mírásu is sold in the Zillah of Chingleput at rates varying from 2 to 10 Pagodas a *Cáni*.

FOURTEENTH QUESTION.

"What is the greatest, the least, and the average annual value of the Merass of one Merassidar?"

For an Answer to this Question, see the statements accompanying, and the Collector's replies.

FIFTEENTH QUESTION.

"Do Merassidars attach any other besides a pecuniary value to their Merass?"

ANSWER.

Whatever estate a man may possess in money, in the countries abovementioned, the holding Mírásu is always considered as more honorable by the people. The Mírásudar looks on himself as entitled to direct the affairs of the village, to stand forward on all occasions when the affairs of the Sircar are in discussion, and to receive any *Tasrif* (36) given by it, and the pre-eminence thus claimed is allowed him by others.

SIXTEENTH QUESTION.

"Where there is no Merassy right, is there any other tie by which particular individuals are attached to particular fields, and what is it?"

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(35) *Pezhacadei*, a small portion of ground immediately adjoining to the dwelling of the Mírásudar held rent-free, used as a yard or kitchen garden; it is included in the Nattam, and like all lands under that head is not transferable, unless the whole Mírásu be sold.

(36) Honorary presents at the time of forming the annual settlements

ANSWER.

In villages in which no Mírásu right exists if the cultivation be carried on by Pàyacàris, they divide the village and the Sircar lands, under the orders of the Sircar, according to the number of ploughs they possess, and receive, as *Cudi-váram*, whatever share is stated in the cowle given to them. When these Páyácari inhabitants take the land in rent, they pay the rent to the Sircar in proportion to the extent that each of them actually holds; but such Páyacáris are not entitled to dispose of the land by sale, &c. nor do they enjoy any *Manyam* lands, or receive either *Cuppatam* and other *Méreis*, or *Tundu-váram*.

SEVENTEENTH QUESTION.

"Where there is no Merassy right has it been usual for the Ryots to remove from one village and from one part of a village to another, and has their removal depended on their own choice, or on that of the Collector."

ANSWER.

In places where Mírásu does not exist, if the inhabitants are desirous of quitting their village and proceeding to another, they must settle with the Sircar all claims on them on account of balances, and may then depart. If the villages to which a Páyacàri proceeds be not held in Mírásu tenure, the order of the Sircar only is necessary to establish him in it; if it be a Mírásu village he must cultivate under the Mírásu inhabitants.*

(Signed) B. SANCARAYA,

Late Sheristadar.

(A true Translation.)

(Signed) F. W. ELLIS,

Collector of Madras.

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* The original Tamil replies will be found in the Appendix to these Selections.—W. H.

APPENDIX.

The replies to the questions respecting Mírási, to which the following documents are intended to form an Appendix, being chiefly confined to this right as it exists in the district known to the Natives by the name of *Tonda-mandalam*, in which the documents themselves were drawn, they will not be inappropriately prefaced by some observations relative to this province; these observations, however, will apply rather to the country as it formerly existed, than as now divided and in part possessed by tribes foreign to the original occupants. The authority on which they are founded will appear from the subjoined extracts; had it been considered necessary, they might have been very considerably extended, but those selected, have been thought sufficient for the purposes to which this sketch is confined.

Ton'dei, தொண்டை, or with the addition of *mandalam*, மண்டலம், *a province, country*, Ton'da-man'dalam, of which *Cánjipuram* (Conjeveram) was the ancient capital, takes its designation from a shrub of the same name with which it abounds. It is called also *Vala-nàdu*, or *Tondei-vala-nádu*, (1) *the extensive district*, whence the Shózha princes took one of their titles, *Valavan* or *Vala-náden*; this name it probably received in latter times when by successive conquests its boundaries had been extended far beyond those which will be presently noticed. This country is stated to have been covered by part of the extensive wilderness called in the Rámáyanam *Dandacàranyam, the forest of the punisher*, and to have been inhabited originally by the *Curumber*, a pastoral and half-savage tribe, but sufficiently advanced towards civilization to to have chiefs of their own, each of whom resided in a fortified place having a district of greater or less extent under its jurisdiction denominated கோட்டம் *Cót'tam*, from கோட்டை *Cót'tei a fort;* of these there were twenty-four and they constitute the largest of the subdivisions of the country hereafter noticed. This race was exterminated (in lower Tondei at least, some still remain

(1) This name is sometimes given, to *Sózha-nádu* itself, or rather to the whole of its territories, when it had become far more extensive than any of the other Tamil kingdoms.

in upper Tondei) and a tribe of agriculturists, the *Vélál'er* வேளாளர், or *Vel'lál'er*, வெள்ளாளர், established in the country by A'danda, or Tondamán Chacraverti, the son or brother of one of the kings of *Shózha-man'dalam* சோழமண்டலம், the southern portion of which constitutes the modern province of Tanjore, at a very early period, possibly before the commencement of the Christian era, as many of the names by which places are now known, and which seem to have been imposed by these colonists, are to be found in Ptolemy's tables.

The Velláler of Tonda-mandalam, were at their first settlement divided into three tribes.—The first were the *Condeicatti Velláler*, so named from tying the hair in a tuft on the crown of the head instead of leaving a small lock, *Cudumi*, behind, as worn in this part of India, or before, as worn in Malayálam. These it would seem A'danda Chacraverti found in the country, scattered over it in distant settlements where the land had been sufficiently cleared and reclaimed to admit of agricultural pursuits.—The second, *Shózha Vellaler*, accompanied the prince into Tonda-mandalam, but tradition says that few remained, the others being disgusted by the difficulty experienced in clearing the ground and the small profits resulting from their labors—The third were the *Tuluva Velláler* who had emigrated from Tuluva-nádu, situated on the western coast of India, and known by its modern misnomer of Canada or Canara; these constituted by far the greater body of the settlers, and were induced to remain and bring the whole province into cultivation, by the peculiar privileges (the *Cáni-mányam*, *Méreis*, &c. still enjoyed by their descendants) politically conferred upon them by A'danda Chacraverti.—(2) Each of these tribes hold at present Mirási in Tonda-mandalam; the Tuluva Velláler in a greater, the Condeicatti and Shózha, each respectively, in a less proportion, and, until the termination of the Tamil government, none but Vellàler possessed, or were qualified to possess landed property in the province.

The extent and boundaries of the country thus settled, the number of the settlers and its variation in population and prosperity in

(2) There are other tribes of Velláler, but I here speak of those which originally held Mirási in the Country.

after times are to be traced, not by vague tradition only, as is too commonly conceived to be the case with respect to the remains of Indian history, but in writings of different periods, as substantially authentic, probably, though intermixed with undisguised fable, as the records of most other Countries.

The two following memorial verses state the boundaries of Tonda-mandalam : the first is ascribed to Auveiyar, a Tamil poetess of high renown.

வெண்பா

மேறகுபபவழமலிவேங்கடநேர்வடக்காம
ஆதகுமுவரிபணிழகுசோழகுளுய
தெறகுபபிஞைதிழிருபதினகாத
நறெணடைநாடடெலலைநாடி

To the west the Pavazha-malei ; Vengad'am to the north ;
The straight shore of the resounding ocean to the east ; and high in renown
The Pinágei to the south ; in extent twenty cádams ; (3)
Know these to be the boundaries of the excellent Ton'dei Nád'u.

The *Pavazha-malei*, or coral mountains, are the line of the eastern Ghâts ; *Vengadam* is one of the names of the sacred hill of *Tirupati ; Pinàgei (Pinàcà)* is the Sanscrit name of two rivers, which both rise in the mountains of Nandidurg ; the northern passing by Penaconda and through the district of Nellùr, the southern disemboguing near Cuddalùr, the latter is here meant. Measuring a *straight* line from the extremity of the Pulicat-lake, where *Srihari-Cóttei*, the most northern of the Tonda-mandala villages, is bounded by the *Swerna-muc'hi* river, to the mouth of the *Pinàgei*, the distance will be found to be almost exactly twenty *càdams*, or reckoning the *càdam* eight miles, (3), one hundred and sixty miles. The boundaries here stated embrace only the country

(3) A *cádam*, or *yójanam*, is the distance a man can walk in one *yámam*, or on an average 7½ *názhei*, a *názhei* being the 60th part of a Solar day or 24 minutes. The Hindu Astronomers make the circumference of the earth 3298 *yojana* and a small fraction and by our calcu-

below the Ghâts, forming a considerable portion of the extent called by the Mohammedans, and after them by Europeans, commonly, but very erroneously, *Carnatic-payen-ghât.* (4)

வெண்பா

சேயாறுதெற்குதிருவேங்கடமவட்கு
மாயாகடல்கிழக்குமானினீர்மேய
இடபகிரிமேற்கேயிதுதொண்டைநாடிவை
இடநதனைச்சொன்னிலநிசைநது

The Shéyáru to the south; the sacred Vengadam to the north;
The inexhaustible ocean, O ye who resemble fawns! (5) *to the east;*
The mountains of the bull to the west; of Tondei nàd'u
They agree that this is the extent.

Shéyáru (6) is a Tamil name of the River before called *Pinágei;* the mountains of the bull, *Idabagiri*, are the range of hills on the

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lation it is 25,020 miles; therefore, 25020÷3298=7·586 miles equal 1 *cádam.*—Again, 1 *yojana* × 4 *crósha* × 2000 *danda*=32000 *hasta*, or cubits, measured from the elbow to the root of the little finger, each equal to 1½ foot English; therefore, 32000×1,25÷5280=7·575 miles equal 1 *cádam.* The customary *cádam*, however, which varies in different districts, cannot any where be reckoned less than eight miles and is often more.—Other authorities make the extent of Tondei from north to south twenty-six *cádams.*

(4) Carnatic-payen-ghât, in addition to Tonda-mandalam, comprehended originally the districts of Palnád, Vengòl and Nellùr to the north, and was bounded by the Cáveri to the south.

(5) These memorial verses and other kinds of Tamil didactic poetry are usually addressed to women under some endearing periphrasis similar to that here used, such as *soft-footed, crimson-footed, fawn-eyed, taper-handed, ye whose twining locks entangle the soul, &c.*

(6) There are two rivers called *Shéyáru;* one, taking its rise below the Ghâts, joins the Pálar at Tirumuccudel, a little to the east of Conjeveram; the other, the Enáttu-Shéyáru, the Shéyáru of *Enádu* or *Ezhanád'u*, the ancient name of the country to the south and west of upper Tondei, is the river here meant and is the same as the southern Pináca or Pen'nei.

southern extremity of which stands the fortress of Nandidurg. The boundaries here indicated extend, therefore, much farther to the westward than those stated in the preceding verse, and the whole province may be naturally divided into upper and lower Tondei; the latter being as already stated, the former, constituting the north-eastern districts of the country now under the dominion of the Rájà of Maisùr, comprehends the Pergannahs of Colàr, Bara Balapùr and part of Penaconda and of the Subah of Síra, or Carnatic bala-ghât Bijapuri, according to the modern Mogul subdivision of the Country.

Of the following extracts, the first is from a well known work; the two next are, also, ascribed to Auveiyàr; and the two last belong to the great body of traditional stanzas current in the Tamil countries. The list of Cót'tams and Nád'us have been obtained from persons attached to the *Matam** of the Nyána-prácàsa Pandàram of Cànjipuram, to which establishment fees are payable throughout the province of Tondamandalam. (7)—I must here observe that the Tamil *Stʻhala Puránas*, after passing the fables of mythological periods, with which they usually commence, and gaining the bounds of rational chronology, contain much of what may be considered as the real history of the country, though still obscured occasionally by allegory and distorted by extravagance.

(7) According to a deed (the date of which, however, is not reconcileable with the names of the princes therein mentioned,) said to have been executed and engraved on copper during the Vijayanagara government, and signed by the principal persons of each Cot'tam and Nád'u, of which a copy on *Oleis*† is in possession of the Matam, these fees are fixed at 2 Pagodas for every large and 1 Pagoda for every small village. A more recent instrument, partly in Persian and partly in Tamil, dated in 1712 of the Sálivâhana 'Sacam corresponding with A. D. 1790, signed by the principal persons of the Right-hand faction and attested by the Càzi of Canjipuram, the fees to be paid by the cultivating classes are fixed at 1 Padacca‡ or 2 Merc al‡ for each plough and by others at various rates in money for each loom, shop, oil-press, &c.

* A monastery.

† Cadjan leaves inscribed with a style.

‡ Local measures of grain.

FROM THE TIRUCAZHICUNDA-PURA'NAM.

வணமாமலரதேனமாரதுபெணணையினவடபாலவேழங
கணமாரவங்கணடாரகங்குகாளதிவாயினறெனபாற
றணமாரபுணரிமேலபாறபவழமாசைலகீழபாற
றெணமாரதிருநாடெனனுமதனவளநதொகுதிசசெ
லவாம

மூகஞனகணநாதரகுணமூதனமைதொணமாலுணடி
மிகதொணமாரநாடாயததணடகவேநதனருங்கித
தகததணடகநனலடாயததபணணமாகுலதிசசோழன
றெகதாரதொணடைமான காதாயது தொணடைநா
டே

To the northward of the river Pennei where the bees sip the honey of the fresh flowers;

To the southward of Cál'atti (Cálastri) which resounds with the roaring of startled lions;

To the westward of the cool shores of the ocean; and to the eastward of the coral mountains;

I have thus generally described the extent of the prosperous country of Tondiram.

Tondiren, the chief among the leaders of the demon bands of the three-eyed deity, having governed it,

This country became Ton'dira-nád'u; when it was defended by Dan'daca-vénder,

It became accordingly Dan'daca-nád'u; and when Chózher of the family of the sun,

Who was Ton'deimàn adorned by garlands of flowers, extended his protection to it, it became Tón'dei-nàd'u.

STANZAS BY AUVEIY'AR.

வேழமூடைதுமலிநாடுமேதகக
சோழவளநாடுசோறுடைதுபூழியரகோன
றெனனுடமுதுடைதுதெணணீரவயறெணடை
நனனுடசானறெருடைதது

Malei-nád'u (the hilly country) (8) *abounds in elephants; the renowned Chózha-val'anád'u* (9) *abounds in rice, the southern country* (10) *of which Búzhiyen is sovereign, abounds in pearls; and the well-watered fields of the excellent country of Tondei abound in learned men.*

வையகமெலலாநகழனியாமவையகதது ச
செயகமெநாறறிசையுடடேயநகளசெயகதது
வானகருமபேதொணடைவளநாடுவானகருமபின
சாறேயநநாடடுததலூகளசாறடட
கடடியேகசிபபுறமெலலாநகடடியுட
டானேறறமாயசருககைமாமணியே
யானேறரூனகசியகம

The whole earth may be compared to an expanse of wet-land:
The several countries of the earth, marked by their boundaries on the four sides, are cultivated fields within it;
Ton'dei-val'a-nád'u is a lofty sugar-cane in one of these fields;
The chief Towns of this country are the crude juice of this sugar-cane;
Cachchipuram (Canjiveram) and its vicinity are like a cake of unrefined sugar obtained by boiling this juice.
And a large concretion of refined sugar in the midst of this cake
Represents the interior of Cachchi, where the bull-borne Deity resides.

A Stanza.

கோடடமோரிருபாலைகுகூறுநாடெழுப்ததொணபான
ரோடடெழிலாயிதுதொளாயிரததமாகுநு
தாடடெழுகோதிரஙகளசகதிரமபனிரணடா
நாடடிலவேளாளரதமைதவினறிடவடஙகாலகமம

It (Tond'ei-nád'u), contains twenty-four Cót'tam, seventy-nine Nád'u, and one thousand nine hundred Nat'tam (townships) (11)

(8) Malayálam and the district now called Coyembettúr (Coimbetore.)

(9) Tanjore and the districts immediately to the north of the Col'lid'am (Coleroon.)

(10) Madurei and its dependencies.

(11) According to the list kept in the Nyána-pracasa *Matam*, in which the names of the *Nat'tams* belonging to each *Nád'u* are entered, the

beautified by the leaves of the palm; the families (gótrams) of ancient descent are twelve thousand, but it is impossible to declare the numbers of the Vel'làl'er in the country.

LIST OF THE CÓT'TAMS AND NAD'US.

க	I.
புழறகோட்டம்	PUZHEL CÓT'TAM
நாயறுநாடு	*Nàyaru nád'u*
அம்பத்தூர	*Ambat'tùr*
ஆகுடி	*A gudi*
ஆற்றூர	*A'ttùr*
எழும்பூர	*Ezhumùr (Egmore)*
ஆக-நாடு-கு	*Total nád'us* 5.
உ	II.
புலியூர்கோட்டம்	PULIYU'R CÓT'TAM
குன்றத்தூர்நாடு	*Cundatùr nád'u*
பேரூர்	*Pérùr*
மாங்காடு	*Mángád'u*
அமரூர்	*Amarùr*
கோட்டூர்	*Cót'tùr*
ஆக-நாடு-கு	*Total* 5.

total number of the latter amounts only to 519, falling considerable short of that here stated. It does not appear at what period this account, which includes only the *Nat'tams* held by the Right hand castes, was taken, but it is certain that many of the ancient *Nat'tams* as will hereafter appear, must have been subdivided, and that these subdivisions are now rated as separate villages, for the number of those in the *Jágir* only, far exceeds the highest number of *Nat'tams* mentioned in any writing of former times. In this list only fourteen *Nat'tams* are named as belonging to the four *Cot'tams* which compose the tracts colored *yellow* and *green* in the* map, and none of those included in the four *Nád'u* of Chandirigai, co-extensive with the modern district of Chittúr, are mentioned.

* See Note page 147.

ஈ

ஈககாடடுககோடடம

காககலூரநாடு

கசசி

ஆக-நாடு-உ

III.

Ica't'tu Cót'tam

Cáccalùr nád'u

Cachchi

Total 2.

ச

மணலூரககோடடம

பாசாலைநாடு

இலலததூர

கணணூர

புரிசை

பெருமூர

ஆக-நாடு-ரு

IV.

Man'av'ur Cót'tam

Pásalei nád'u

Illatùr

Can'nùr

Purisei

Perumùr

Total 5.

ஞ

செஙகாடடுககோடடம

பெனனலூரநாடு

அதிகததூர

ஆக-நாடு-உ

V.

Chenga't'tu Cót'tam

Pennalùr nád'u

Adigat'tùr

Total 2.

சு

பையூரககோடடம

விறபறறிநாடு

சேணூர

வெணகலி

கனனி

ஆக-நாடு-ச

VI.

Paiy'ur Cót'tam

Vitpatti nád'u

Shénùr

Ven'cali

Canni

Total 4.

எ

எயிறகோடடம

தணடகநாடு

VII.

Eyir Cót'tam

Tan'daga nád'u

மாகறல	*Mágarel*
கோனேரி	*Cónéri*
ஆக-நாடு-ங	*Total* 3.
அ	VIII.
தாமறகோட்டம	Ta'mel Cót'tam
கரிவிடிநாடு	*Carivid'u nád'u*
வடகாவலலம	*Vad'acareivallam*
ஆக-நாடு-உ	*Total* 2.
ஊ	IX.
ஊறறுகாடுகோட்டம	Ūttucadu Cót'tam
பாலிபூரநாடு	*Páleiyùr nád'u*
தமமனூர	*Tammanùr*
குனறம	*Cundam*
நீவலூர	*Nival'ùr*
ஆக-நாடு-ச	*Total* 4.
ய	X.
களதூரகோட்டம	Cal'at'tur Cót'tam
குறுமபறைநாடு	*Curumbarei nád'u*
வலலிபுரம	*Vallipuram*
பாதூர	*Pattùr*
நடுநாடு	*Nad'u-nád'u*
ஆக-நாடு-ச	*Ttal.* 4.
ய	XI.
செமபூரகோட்டம	Shemb'ur Cót'tam
பிறைபூரநாடு	*Pereiyùr nád'u*
பட்டணம	*Pat'tanam*
முகுநதூர	*Mugundùr*
ஆக-நாடு-ங	*Total* 3.

൨൯	XII.
ஆமூரககோட்டம	Amu'r Cót'tam
குமிழிநாடு	*Camizhi nád'u*
படுவூர	*Paduvùr*
ஆக-நாடு-உ	*Total* 2.
൨൰	XIII.
ஈதூரககோட்டம	I'd'ur Cót'tam
அறமுறங்காநாடு	*Aramurangà nád'u*
ஆக-நாடு-க	*Total* 1.
൨൱	XIV.
வெண்குன்றககோட்டம	Ven'gun'da Cót'tam
பெருநகர்நாடு	*Perunagar nád'u*
ஆரூர	*Arasùr*
மருதாடு	*Marndádu*
நல்லூர	*Nellùr*
தெள்ளாறு	*Tel'láru*
ஆக-நாடு-ரு	*Total* 5.
൨൲	XV.
பல்குன்றககோட்டம	Palcunda Cót'tam
பராசூர்நாடு	*Parásùr nád'u*
தசசூர	*Tachchur*
மெய்யூர	*Meyyùr*
சிங்கமபொருதவளநாடு	*Singamporudaval'a nád'u*
பெருந்திமிரி	*Peruntimiri*
ஆக-நாடு-ரு	*Total* 5.
൨൳	XVI.
இளங்காட்டுகோட்டம	Il'anga't'tu Cót'tam
பொன்னூர்நாடு	*Ponnùr nád'u*

தெனனூறனூர	*Tennàt'tùr*
மாகுணம	*Maragun'am*
ஆக-நாடு-ங	*Total* 3.

ய	XVII.
காலியூரகோட்டம	Ca'liy'ur Cót'tam
காழியூரநாடு	*Cázhiyùr nád'u*
திருபபுலிவனம	*Tirupulivanam*
விறபேடு	*Vilpéd'u*
எரிகிழநாடு	*E'rikìzh nád'u*
பாவூர	*Pávùr*
ஆக-நாடு-கு	*Total* 5.

யஅ	XVIII.
சிறுகாரைகோட்டம	Siruca'rei Cót'tam
ஆயநதநாடு	*A'ynda nád'u*
ஆக-நாடு-க	*Total* 1.

யக	XIX.
படிவூரகோட்டம	Pad'uv'ur Cót'tam
ஆறகாடுநாடு	*A'rcádu nád'u*
செங்குனறம	*Sengundam*
ஆக-நாடு-உ	*Total* 2.

உய	XX
கடிகைகோட்டம	Cad'igei Cót'tam
பெருங்காஞ்சிநாடு	*Perungcánji nád'u*
நாகவேடு	*Nágavédu*
பராஞ்சி	*Paránji*
ஆக நாடு-ங	*Total* 3.

உக	XXI.
சந்திரிகைகோட்டம	Chendirigei Cót'tam
போளூர நாடு	*Pól ùr nád'u*
வள்குளம	*Val'acul'am*
ஆலத்தூர	*A'lattùr*
அருங்குளம	*Arungcul'am*
ஆக-நாடு-ச	*Total* 4.
உஉ	XXII.
குன்றபத்திரகோட்டம	Cundapattira Cót'tam
மாகாளநாடு	*Mágál'a nád'u*
நிண்றை	*Nindei*
மங்கலம	*Mangalam*
ஆக-நாடு-ங	*Total* 3.
உங	XXIII.
வேங்கடகோட்டம	Vengad'a Cót'tam
குடகைநாடு	*Cud'acarei nád'u*
தொண்டைமான்நாடு	*Ton'deimán nád'u*
போதப்பி	*Pódappi*
ஆக-நாடு-ங	*Total* 3.
உச	XXIV.
வேலூரகோட்டம	Vel'ur Cót'tam
ஒழுகரைநாடு	*Ozhucarei nád'u*
நெண்மெலி	*Nemmeli*
மாத்தூர	*Máttùr* (12)
ஆக-நாடு-ங	*Total* 3.
	Total nád'us 79.

(12) These names, like those of all towns and villages in the South, are significant. Thus *A'rcad'u* commonly written Arcot, which became

The number of *Nádus* in each *Cóttam*, it will be observed, varies considerably, some consisting of one *Nàdu* only, and some containing as many as five; the actual extent of the district appertaining to each, however, does not depend on the number of these subdivisions; thus a considerable portion of the southern-most part of the province seems to have been comprized in the five *Nádus* of Palcund'am, while those of Puzhel Cóttam, also five in number, comprehend only a small district lying to the north and west of Madras. The division by *Cóttams* was adopted, as already stated, from the Nomadic race they had expelled, by the people of Shózhamandalam, and the forts must have been long after maintained by them, for the sites of many, marked by high mounds and deep hollows, for they seem to have been earth-works only, are still pointed out. The subdivision of *Nàdus* was introduced by the agricultural Colonists and the office of *Nát'tán*, நாட்டான், or head of the *Nàdu*, (13) which still remains and possesses some authority,

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the Mohammedan capital of this part of India, is from *'Al*, ஆல, *the Banyan tree* and *Cád'u*, காடு, *a forest*, the final *l* before the *c* changing according to rule to *r*, and signifies, therefore, *the forest of Banyan-trees.* The present city is no doubt modern, but it was the chief town of one of the ancient *Nádus*, and Ptolemy, therefore, inserts it in the tenth Table of Asia, under the name of *Arcati Regia Sora*, as the Capital of the *Soræ Nomades;* by which, it is probable, he alludes to the tradition I have noticed relative to the Carumber, who were a Nomadic tribe. Ptolemy received his information principally from merchants, and these, with respect to the interior, from the inland traders; this place, it is probable always possessed, as it now possesses, a considerable commerce, from lying in the direct line of communication between the upper and lower country, and would, therefore, be well known to foreigners on account of its commercial importance; hence his error in making it the Capital, though the mistake is trifling, as this distinction certainly belonged to the neighbouring town of Cánjipuram.—In the time of Rámanujácháryer, one of the reformers of the Hindu religion, who established the sect called Sri-Vaish'nava, and was born in S. S. 939, A. D. 1106, the Prince reigning here was still called *Tondara* (more properly *Tondira*) *Shozhen;* of the latter word *Sora* is a corruption.

(13) In latter times when part of Tondamandalam came under the dominion of the Musselmàns of Bijapur, another office was created, that of

as to questions of caste especially, was established, and conferred on the principal Velláler, whose descendants now hold it. The *Náttàn* appears to have held originally the whole civil authority of the *Nádu*, assisted probably by the principal *Cán'i-yát'chicárer* of the several villages; he still claims precedence in all assemblies composed of more than one caste. The junction of the *Nàttàns* of a *Cóttam* with the chief proprietors of their respective *Nádus* formed what was called the *Mahá-nád'u*, மகாநாடு, an assembly, of which the tradition now only remains (14): the consideration of agricultural improvements in the *Cóttam*, of the means of extending irrigation, &c. seem to have been principally the purposes for which it met. Whether its members possessed deliberative and administrative powers and resembled our ancient Wittena-gemotes, I possess no data for determining; though the phrase, *Mantri Mahá-nád'u*, மந்திரிமகாநாடு, the former term signifying a *Minister of State*, being generally used to express the concurrence of the government and the people, would seem to indicate that it actually had such powers.

The date of the following memorial verse cannot be ascertained; but, from the causes assigned for the defalcation of the population of the province, it is clearly inferable that it must have been before the Mohamedan invasion, as otherwise, their ravages would have been enumerated among them.

Désáyi, with powers coequal with those of the *Náttàn*; this office is invariably held by a person of the Telugu Belji caste, and the two, the *Náttàn* and *Désáyi*, under the appellation of *Nádu-Désam*, claim joint jurisdiction in matters of caste over all Súdra tribes, and actually possess it over those of the *Vallang-cai*, or right hand division, those of *Id'ang-cai* or left hand, disputing their authority.—Until lately the *Náttàr* were considered the legitimate sources of information in all revenue transactions, and generally in matters relating to the state of the country: in the *Jágìr* the *Mutahdári* system has not entirely superseded the necessity of employing them, but in other countries the assistance of hired servants has been preferred.

(14) This institution, under the title of *Nát'tu-cút'tam*, நாட்டுகூட்டம், *the assembly* of the country, still exists in Travancore. What is now called the *Mahá-nád'u* in Tondamandalam is merely the assembly of the

சீரகொண்ட தொண்டமண்டல மிருபதுடனலுசெபபிடு
ங்கோட்டமவையிற
சேருமெழுபதிதொனபதாகு நாடவையினூர தெசநூறு
நவநூறதாம
பாரகொண்டகோதிரமபனனிராயிமூனபகரநதபடட
யமூளளதிப
படடயநதனிலிலலே யுளளபடி மூனனூரபகரநதிடுமூரக
ளவையில
வேரகொணடகாடுசிலவாயவோதினாவிசுவேலே சிலகைக
கொணடதோ
வேறறாசரநாடடினிற சேரநதிடடவொவலதுமேடாயவ
ளரநதிடடவோ
காரகொண்ட நீரகொணடு பளளவழியாய வோகழறுமிவ
ஞரகளெலலாங
கசகியிறகலவெடடு செப பேடடிலுள வெனறுகறறநாவ
லரசொனனதே

According to ancient documents the prosperous Ton'da-man'dalam is said to have contained twenty-four Cót'tams, in which were seventy-nine Nàd'us, and one thousand nine Nattams (town-ships), inhabited by twelve thousand Gótrams (families).—In these times there are reckoned six hundred and eighty town-ships and the families are said to be only two thousand; all the families inscribed in the Pat'teiyam (register) of the principal people of the land (peru-nàder) which is in Cànji in the tower of eleven stories, are not now in this country:—whether those mentioned in former times have been destroyed by storms, or overwhelmed by the waves of the sea, or whether they be thought to have emigrated to other countries, their names, as the well informed say, are engraved on stone at Cànji.

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several tribes belonging to the Right-hand faction, under the direction of of the *Nádu-Désam*, and its deliberations are confined entirely to questions regarding caste.

The first of the memorial verses quoted state the boundaries of the lower Tondei only, the other extracts describe the country as originally settled by Tondamán Chacravérti, and apply to Tonda-mandalam in its largest extent. The concluding part of the last extract must be confined to lower Tondei, as the decrease of townships and families there noticed must have been partly occasioned by the expulsion of the Tamil proprietors from upper Tondei.

On the data furnished by the preceding extracts, and on information I am induced to believe is tolerably correct, I have formed the sketch of Tonda-mandalam prefixed to this Appendix.* Twenty of the twenty-four *Cóttams* belong to lower Tondei, and are included in the *uncoloured* extent between the range of the Ghâts and the sea; their positions (15) as nearly as they can be ascertained are referred to by capitals, the relative situation of the *Nádus* being indicated by figures. Of the four remaining *Cóttams*, marked in the map T, V, U and W, the extent is unknown and all traces of their dependent *Nádus*, is now lost (Cadigei,) it is probable, as it is stated to have lain to the north of Arcot, comprehended the whole or the greater part of the Chitúr *Páleiyams*. The site of the second, (Shendirigei) is now occupied by the dismantled fortress of Chandragiri, the last seat of the Vijayanagara dynasty, and the third was near the sacred hill of Tirupati, the proper name of which is Vengadam: these two comprehended the whole of the exter coloured *green*. The last, the name of which, Pattira-Cundam, signifies *protected by the hill*, was on or near the

(15) The positions of most of these twenty *Cóttams* are easily ascertained, as the villages which gave name to them still exist and, as already stated, the out line of the Forts themselves may be traced. Some of the principal villages, however, both of the *Cóttams* and *Nádus* have become by lapse of time either entirely extinct, or have dwindled from their former consequence; thus the site of the *Eyil Cóttam* is marked only by a Pagoda, which tradition says belonged to the place, dedicated to *Eyil* Pilleiyàr, and of the three *Nádus* of this *Cóttam*, one, Tandacam, has changed its name to Pulléri, the *Nattam* of which is included within the general boundary Cânjipuram, and another, Conéri-Nàdu, has become a *Cuppam* or hamlet dependent on this town.

* This map was never completed, see Note at page 147.—W. H.

hills of Nandidurg, probably in the situation occupied by the modern fortress of that name; it seems to have had the whole of the extent marked *yellow* under its jurisdiction.

The whole superficies of Tonda-mandalam, as originally settled by the people of Shòzha-mandalam, is measured by 18,302 square miles; of this extent the division of the country between the range of the Ghât mountains and the sea, lower Tondei, contains 14,028 square miles, and the division to the west of the Ghâts, upper Tondei, 4,274: the latter is coloured *yellow* in the map. The lands of this district are now in the possession of the agricultural tribes of the Canarese nation, intermixed with a few Telugu castes; these having superseded the race and language of the aborigines. Some Tamil tribes, however, still remain: the Pareiyer hold their original Mírási offices, and the Pallis and the Caikiler weavers retain the Tamil language. The principal Pagodas, also, the construction of which is universally ascribed to the Shòzha Princes, are covered by inscriptions in this tongue, and the officiating Bráhmans are many of them of this race. This country having passed successively from the native Princes to the Mohammedans of Bijapur and to the Mahrattas, and having been the scene of the earliest usurpation of Haider Ali, the best features of ancient polity are now obliterated; the Vellàler have entirely disappeared and landed Mírási has become extinct. *Méreis* and other privileges of official Mírási are continued, but the *Murasa-vocalu* and other Canarese tribes who cultivate the lands, are only the tenants at will of Government; the only property in the soil, recognized or existing, with the exception of a few (16) gardens and plantations, being that which is fictitiously said to be vested in the Sovereign. Enough remains, however, of former institutions, to prove that they were the same as those of the other countries swayed originally by the sceptre of the Tamil Princes, and the remarkable document, No. 1 of this Appendix, will show that about 400 years ago the aboriginal race was still in possession of the property of the lands, and exercised it in full dominion.

(16) The Tamil Pallis are generally the gardeners and planters, and whatever remains, therefore, of the ancient right of property, chiefly vests in them.

The extent coloured *green*, being 3,768 square miles and comprehending chiefly the three *Cóttams* above noticed, and their dependent *Nádus*, passed from the dominion of its native rulers at least as early as S. S. 922, A. D. 1000, when Immadi Narsinga Ràyalu, who built the original fort of Chandragiri, reigned over a considerable portion of Southern India at Naràyanavanam near Nagari, and must consequently have subverted the authority of the Shòzha Princes in this part of the country, of which, however, this dynasty seems to have recovered possession, as they were not finally driven from their northern dominions until upwards of 150 years later, by Ganapati Gajapati, the fourth Prince of the Cácatéya family established at Anumuconda or Orucallu (Warangol). This extent is now inhabited entirely by Ráchavàr, Velmavàr, Reddis, and other Telugu tribes, and landed Mírási is either extinct in it or vested in the Zemindars, who hold the greater part of the country.

In the remaining extent, *uncoloured*, being 10,260 square miles, the lands, for the most part, still continue in the possession of the original settlers, the Vel'lal'er; on them, however, the Shánàr, Pallis and other Tamil tribes, Bràhmans, and Reddis and Baljis of Telugu origin, have made great encroachments, and now hold a considerable proportion of the whole Mírási. Among all, however, as the documents here collected will show, the institutions of the ancient Tamil government, notwithstanding the innovations of recent times, remain in a great degree in force.

From this sketch and the preceding extracts, the following results may be drawn.—It appears that, at the time of the original settlement, 1,900 *Nattams* or town-ships were established: deducting from the whole square contents of the province 2-5ths, on account of the ranges (17) of mountains and other entirely un-

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(17) Smaller hills and jungles are included within the boundaries of the villages, but the Ghâts and other ranges of mountains and extensive jungly tracts are not: by those acquainted with the face of the country the deduction of 2-5ths on this account will not be considered too great. The *Jayìr* statements, also, show that in this district, which is far less

occupied lands not included in any town-ship, the remainder, square miles 10,982, gives for each a *Nattam* a little more than $5\frac{1}{10}$ square miles, or nearly 2,753 *Ràyaji-cánis* of all kinds of soil.—It, also, appears that 22,000 Velláler *gótrams* or families were established in the country, or reckoning 5 persons to each family, 60,000 of both sexes and all ages, which, considering the head of each *gótram* a proprietor, will give upwards of 6 proprietary cultivators, or nearly 32 persons of this tribe to each town-ship.—By the statements in the Appendix to Mr. Place's Terapadi accounts of the *Jágìr*, it appears, that in Fusly 1207, A. D. 1797-8, the proportion of Mírásidars to the whole population was 1 to $6\frac{1}{2}$ nearly; but, as it will be seen that the proportion this class originally bore to the whole population has decreased in latter times, let it be assumed that at their first settlement they constituted 1-5th of the colony, and the whole of the settlers established by A'danda Chacraverti in Tondamandalam will be 300,000, about 158 persons to each town-ship, or about 27 to each inhabited square mile.

When the memorial verse last quoted was written, upper Tondei had been separated from the lower, and the northern districts of the latter had passed from the aborigines to the Telugu nation: deducting from the extent unalienated 2-5ths, as before, the remainder is 6,156; at this period the number of *Nattams* in the possession of the Velláler were 680, which, supposing this tribe to possess the whole Mírási, would give for each *Nattam* $9\frac{1}{5}$th square miles, or about 4,810 *Cánis*:—the number of Velláler families are stated to have been 2,000 or 10,000 persons, which gives only 3 proprietary Velláers, or about 15 persons for each *Nattam*, and makes the total population, at the proportion of 1 to 5 as before assumed, only 50,000 souls, being $73\frac{1}{2}$ to each village or 8 to a square mile.

The results of the foregoing calculations, with respect to the first period, are probably not incorrect; the countries whence the emigration took place, were at the time it occurred in a flourishing

mountainous than the rest of the province, the extent of the whole superfices exceeded by one-fourth the extent of all kinds of soil included within the village boundaries in Fusly 1207.

condition and could easily afford the surplus population here stated; *Tuluva-désam*, from which country the greater part of the Colonists are said to have come, existed as an independent state anteriorly to the Christian era, at which period it had long prospered under successive dynasties of Princes, whose capital, Banavási, is mentioned by Ptolemy. At the first settlement, also, the villages would be placed in situations where the ground was more easily reclaimed; they would be few in number, therefore, and their nominal extent considerable. As the cultivation extended itself, these large villages would be broken down into smaller, and the boundaries of each, as by the progressive clearing of the country they approached each other, would be more carefully defined; and, consequently, at the second period, allowing for all the deductions made, the relative size of the *Nattams* ought to have diminished instead of increasing: the results, therefore, of the second calculation, as it regards this point, demonstrates that the last extract from the *Cánji-puranam* must not be interpreted to mean that 680 villages (18) only remained in an extent of 6,156 square miles, but that this was the number that continued in the possession of the first settlers, the Vellálers, the rest, from the causes stated, having passed into the hands of other tribes.

The *Jágír* statements afford data by which this calculation may be corrected. According to the proportion which existed between the several descriptions of Mírásidars when the *Terapadi* statements were prepared, which will be hereafter mentioned, the number of villages in the uncoloured part of lower Tondei at this period may be thus calculated,—in the possession of the Velláler 680, of Bráhmans 256, of all other castes 346, total 2,431 (19), giving on the total inhabited extent, as above stated, $2\frac{1}{3}$ square

(18) The word *Nattam*, though properly signifying any village, is now and was probably at this period employed to designate Súdra villages only; those possessed wholly or principally by Bráhmans being contra-distinguished by the term *Agraháram*.

(19) Add to this sum 300 villages belonging to upper Tondei, possessing a proportionate population, and 268 for the Telugu part of lower Tondei, the total number in the whole province at this period was 1,850, or 50 less than the number originally settled.

miles or 1,210 *cánis* for each village.—Again, three being assumed as the number of proprietors in each village, the total number of proprietors of all descriptions would be 7,293 or 36,465 persons, which at the proportion before stated of one of this class to $6\frac{1}{3}$, would make the total population 237,022 being $97\frac{1}{3}$ souls for each village, or $38\frac{1}{3}$ for each square mile.

It will be observed that it was not only the number of villages belonging to the Velláler which had decreased at the period when this verse was written, but the number of proprietors in each had diminished also, the first calculation giving upwards of six to each *Nattam*, and the second three only; this diminution, which the author is willing to attribute to the various accidents of storms, inundations, and emigration, may with greater justice be traced to more permanent causes. It has been already stated that, under the government by which the country was settled, the Velláler only could hold landed property: to secure this, the right of pre-emption was vested in the joint proprietors of the village, so that no stranger, even of their own caste, could obtain a settlement in it without the formal consent of the whole. When, however, it became a practice under the latter Hindu dynasties, to alienate the public revenue of whole villages, or of large portions of them, to Bráhmans and others, this rule was relaxed (20); the Bráhman proprietor of the *Mél-váram* directed his unremitted efforts to obtain the *Cudi-váram* also, which, from motives of superstition, fear, or avarice on the part of the Súdra-holder, he seldom failed to accomplish, and, as he could not himself conduct the labors of the field, he employed Pallis and others to cultivate the lands so obtained; and these again, by consenting in latter times to rent the village when the landlords had refused, or by taking advantage of other favorable circumstances, have frequently succeeded in reduc-

(20) These alienations were for the most part resumed on the Mohammedan conquest, but the proprietary of the lands was continued to the Bráhmans and they were allowed a favorable rate of division under the denomination of *Adhica-váram*, being 10 or 15 per cent higher than that received by other proprietors. This in the hybrid jargon of the Catcheri is called *Maimán-váram*, the stranger's share, and was extended to Mohammedans, Rajaputs and others, as well as Bráhmans.

ing their right to a nominal *Swámi-bhogam*, or in annihilating it altogether. It is not intended to assert that the mode here stated was that in which all the Mírási alienated, passed from the original holders; part was given directly by the latter to the Bráhmans and for the endowments of religious establishments, and part was sold to persons of all descriptions, the former practice being more frequent in remote and the latter in recent times. Moreover, the Shánàr, Pallis, and others, admitted originally into the villages as Páyacaris, have not unfrequently placed themselves in possession of the Mírási; sometimes by the failure of the Mirasidars, often by intrigue with the officers of revenue.

For the purpose of comparison with the preceding calculations, I shall endeavour to deduce the probable state of that division of Tondei which has remained in the possession of the aborigines, from the statements to which I have already referred, relative to that part of it composing the Company's *Jágìr*, furnished by Mr. Place for Fusly 1207, (A. D. 1797-98) since which there has been little alteration in the population and none in the number and extent of the villages. In that year the total number of the villages in the *Jágìr* were 2,241, containing *cánis* 939,019, the number of Mírásidars was 8,387, and the total population was 271,372. As the extent of the *Jágìr* bears to the extent of the Tamil portion of lower Tondei left uncoloured in the map, nearly the proportion of 1-3rd to 1, the total number of the villages, supposing the state of the whole to be nearly the same, may be reckoned 6,723, measuring, as already stated, 6,156 square miles or 2,979,504 *cánis*, being 443 *cánis* or rather less than a square mile to each village, held by 25,161 Mírásidars, being nearly $3\frac{3}{4}$ or $18\frac{1}{2}$ persons to each village; indicating a population of 900,955 souls, being 134 to each village, or 146 to an inhabited square mile.—Again, by data taken from statement P in the Appendix to Mr. Place's accounts, which shows the various castes composing the population of 52 villages in three Purgannahs of the *Jágìr*, it appears that the proportion of the Mírási held by different tribes stood thus, Velláler 53, Bráhmans 20, and all other castes 27, in a 100. The number of Velláler Mírásidars, therefore, in this portion of Tondei was 13,335, making

the total population of this tribe 66,675 souls, and the number of villages held by them 3,563. (21)

Throughout the entire extent of the province of Tondamandalam, Mírási right, or property in the soil vested in the actual cultivators, the incidents of which are stated generally in my replies to the preceding questions, and will be more fully particularized in the following documents, was established when it was first settled, and, judging from the permanency of all Hindu institutions, it may be rationally inferred, would have remained unaltered at the present day had the country been preserved from the baneful effects of foreign conquest and despotic government. This right differs in some respects from that known by the same name in the neighbouring principalities, Pándiya and Shéra-mandalam, and even in the parent country Shozha-mandalam: but it agrees with it in being vested in a certain number of joint holders, whence the term, கரைகாறன், *Careicáren*, a sharer, is every where equivalent to கானிகாறன், *Cán'icáren*, a proprietor. This circumstance seems to have formed a marked distinction between the Tamil nations, the aborigenes of *Drávid'am*, the South-west division of India, and the Cannadiya and Telugu people, who, at an early period, were more intermixed with strangers from the north and centre of India, and to indicate the enjoyment of a greater degree of freedom by the body of the people among the former.—Menu enumerates a succession of lords, from the petty head of a single town to the chief of a thousand, a system the vestiges of which in many parts of India still remain; but, though in the Tamil country the power was vested, agreeably to this arrangement, in one man as the head

(21) According to the latest authorities the area of England and Wales comprizes 57,960 square statute miles, or 37,094,400 statute acres, and the total population 10,150,615 persons, giving for each square mile on an average 175 persons.—*Cánis* being reduced to statute acres, the total extent, included within the boundaries of villages in the Tamil portion of Tondei, is 3,989,840 acres, being 596 acres on an average for each village.

of a *Nádu*, a *Cóttam*, or of a (22) Viceroyalty, the administration of the Town-ship was uniformly conducted conjointly by the whole of the *Sharers*.

The Indian villages or town-ships have been represented as constituting small republics, (see Wilk's South of India, Vol. I., pages 117 and 121) but this description in strictness is true only of the Tamil village (23), to which the term *commonwealth* may be

(22) The viceroys were mostly members of the family of the paramount prince and frequently bore his title with some distinguishing epithet, as Tondira Shozhen : they sometimes had the title of *Perumál* Lord, as Shéramán Perumàl, the vicegerent of Shéren in Malayálam, sometimes *Rájen* or *Arasu*.

(23) In all the Tamil provinces where the ancient institutions remain, there are three general distinctions of Mírási villages : the two first of which, as being the most common in the province of Tondamandalam, I have already noticed, but shall here recapitulate.—*Pasung carei-Grámam*-பசுங்கரைகிராமம், which is the more ancient, wherein the lands of all descriptions are held in common and distributed for cultivation by lot at stated periods.—*Arudi-carei-Grámam*, அறுதிக்கரைகிராமம், which seem to have been derived from the former ; wherein the *várapet* and *tirvapet*, cultivated lands, have been permanently distributed, but all other rights and privileges are held in common : in most of these, also, land reclaimed from the waste since the general division is *samudayem* or common property.—*Ijamán-Grámam*, இஜமான்கிராமம், the first member of the compound, from the Sans. *Yejamánah*, meaning *master*, called also, *Ecabhógam*, ஏகபோகம், *sole enjoyment ;* wherein the cultivated lands are held in common, but distributed under fixed rules by the *Ijamán* or Headman, who in some instances is further distinguished from the other Mírásidars by holding a particular *mányam* and appropriating the *cuppatam* or Mírásidar's grain-fees ; the other emoluments are divided among all the proprietors.—In Tondamandalam the last mentioned description of Mírási occurs very infrequently, and in some provinces it is wholly unknown ; in what proportion to the others it may be found I cannot say, but it is certainly nowhere general, and seems, as an exception, to prove the general rule, that in the Tamil countries the administration of the village affairs is vested jointly in all the *Sharers*. The *Ijamán*, where he exists, has extensive rights ; no sales can be made without his permission, nor any stranger settle in the village, of which he conducts the *praverticam*, either by himself, or by the advice, not the direction, of the

applied in its literal meaning, and not to the town-ships of the Mahratta, Cannadiya, nor Telugu people, which, in their constitution, though, I believe, not in their administration, resemble a monarchy rather than a republic. The former have all the various officers and servants possessed by the latter and many others in addition, but no chief; his duties are discharged by the village senate, (24) *Gràmapraverticam*, by which all the affairs of the community, internal and external, (25) are conducted: in this assembly every proprietor has a seat and a voice, each possessing a right to the management of the general business of the community, as to every other privilege, in proportion to his share in it. Hence the officers established in the neighbouring provinces, as the lords of a single town, under the name of Patèls, Gaudas, Reddis, Mandels, Mucuddims, &c. are entirely unknown in these countries, those districts excepted (in Shéra-mandalam, Coyembatùr, chiefly) into which they have been introduced in recent times by foreigners.

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other Mírásidars. But the Tamil *Ijamàn* is essentially different from the Canarese *Gauda* or Mahratta *Pettél*, if the latter is to be considered an officer of government and holding his *mànyam*, &c. on account of services to be performed. The Tamil *Ijamàn* is not, nor ever was, a public officer, and the *mànyams* and other emoluments he enjoys are privileges and superiorities, like those of all other Mírásidars, not grants for services due to the state. Like all other Mírási, also, the privileges of the *Ijamàn* are transferable by sale, gift, &c., and it is probable that it was so obtained by the original holders; there are instances, indeed, of the Mírásidars having bought out the *Ejamàn*, thus placing themselves in the entire management of their village.

(24) Sometimes in villages, the proprietary of which is held by more than one caste, as where the Bráhmans have intruded on the Vellálers, or the Palli have contrived to possess themselves of part of the *swastyam* of the Bráhmans, there is a kind of double *praverticam*, each set deliberating apart, though mostly acting in concert.

(25) I say here "*are*," though Clause Second, Reg. XIV. of 1816, provides for the appointment of Múnsifs in all the villages throughout the Tamil country; because it cannot be expected that these newly created officers will or can depart so far from ancient custom and established usage, as to act in any instance, in which the interest of the community is concerned, without the consent of the whole body of the Mírásidars.

There is another peculiarity which has ever distinguished the Tamil countries, (26) Tondamandalam in particular, from the surrounding nations ; it is, that, until the recent innovations enforced by the officers of our own Government, the revenue from all wet land and very generally from dry-field, was through every successive change of dynasty invariably rendered *in kind*. Among the neighbouring nations the revenue has been paid at a fixed rate *in money* from a remote period, the assessment being sometimes on a whole village, or, as in Canara, on every estate *(shist)*, and sometimes on each field *(tirvei)*. A complete Register (*Ráya-récha*) of these assessments, which, as the grant of Immadi Sadásiva Ráyer, the substance of which is noticed after No. II. of the following documents, demonstrates, previously existed, was drawn up during the Vijayanagara government for the whole of the Carnatica and Tuluva countries, constituting what may be called the home-provinces of that state, by which, as long as it existed, the demand of revenue was regulated. But money assessments were never extended by these princes, or their dependants, to the Tamil countries, where the immemorial usage of delivering the revenue in kind by a fixed *váram* or scale of division, regulated originally by the situation and circumstances of each village, was still continued. In no part of this province was the *shist* on whole villages ever established, but the *tirvei*, in some instances, existed (27) in the southern part of the province even during the Tamil government ; the exact period of its introduction cannot be ascertained, but it is probable that it was posterior to the extended conquests of the Sózha princes and in imitation of a foreign system of revenue. In the greater portion of the Jagìr, it has never been

(26) The whole of this province remained under the dominion of the last princes of this dynasty, who established themselves about the commencement of the 17th century at Chandragiri (to which place Vencatapati-dava Ráyer removed the seat of government from Penniconda in S S. 1516 or A. D. 1594) until their final expulsion by the Cuttub-Sháhi Princes, S. S. 1575 or A. D. 1653, and the division of the province between the Bijàpur and Golconda governments.

(27) This ancient cess, which the remarkable document No. V. shows to have existed during the Shózha dynasty, must not be confounded with

known, and throughout the province no separate register of it, distinct from the village accounts, seems ever to have been formed either under the Tamil or Cannada dynasties; none at least exists, nor the tradition of any.

It is not now possible to ascertain with precision the principles (28) on which the *váram* was first fixed; that it was determined by general principles cannot be doubted, but these were subjected

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the existing *tirveis*, as these were introduced by Achana Pandit, known also, under the titles of Ráyaji and Rája Bírber, the manager of the Nabob between A. D. 1770 and 1780, into that portion of Tondamandalam now included in the two divisions of Arcot; as the *Jagìr* was transferred to the Company in 1765, it escaped this innovation, with the exception of some villages on the south and south-west border, in which a money assessment on dry fields was simultaneously established.

(28) The *mél-váram* received in southern India appears always to have exceeded, in rate, the share allowed to the prince from grain produce by the Smritis, (one-sixth, or in state emergencies one-fourth); but in its operation as a general tax on the agricultural class it did not in fact do so. The system of taxation promulgated by Menu and the other Hindu Lawgivers invested in the state a right to levy from every description of its subjects a certain proportion of all increase produced by their labor; in kind on the husbandman and breeder of cattle, and in money on the merchant and money-changer. This system in fact imposed a general income-tax in its simplest form, and in calculating its operation on agriculture, it must be considered that the emoluments of any town-ship, as actually enjoyed by the proprietors of it, do not consist simply of the profits from the lands under cultivation, which, not infrequently, constitute the smallest of the various items of which they are composed. All the *mányams* and *méreis* must be accounted a part of the whole proprietary, as the service of the holders are appropriated to the benefit of the community, and the total of these and of the profits from all other sources, from an estimation of which, and of the advantages of soil and water, the rates of *váram* appear to have been originally settled, must be added to the *cudi-váram* to show the total income derived by the Mírásidars from their entire property. In former times the grain lands only were assessed; wastes, woods, plantations, waters &c., as the following documents show, being left to the free enjoyment of the cultivator of the former: the various taxes for grazing cattle, on tree-productions, fisheries, backyards, houses, &c. &c. are the inventions of modern times, as is

in practice to considerable variation from local circumstances, for each village had its peculiar *vàra-dittam*, and, where such tax existed, its *tirvei-chattam*, of which the accounts of the survey made by Mr. Barnard of the *Jagir* lands, finished in 1779, contains a complete record, as they had existed up to this period in this dis-

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evidenced by the Arabic term by which they are expressed, *Abwàb*, the plural of *Bàb*, which signifies literally *gates*, as they truly were to every species of abuse. Before the final division, also, certain deductions were allowed, in lieu of the *taccavi* advances now given, for seed, stock, reaping and other labor, greater or less in an inverse ratio to the extent of the *mànyams* and *méreis*; in many districts, the various existing rates of division seem still to be so calculated as to cover these expenses, and they are usually provided for in the agreements between the Mirásidars and their under-tenants. In illustration of these remarks, I adduce the following example, in which, from the great variation in the rate of *mànyams*, &c. the correctness of the general result, rather than of the details, has been chiefly regarded. Suppose a village of the *teram* of 500 *cànis nanjey* and *punjey* under cultivation, the *uda-vàram* or total produce of all kinds of grain being 3,000 *calams*, from which deduct 8 per cent, 240 *calams*, for *mànyams*, 10 per cent, 300 *calams*, for *méreis*, 15 per cent, for seed stock, and labor, 400 *calams*, and let the remainder be divided half and half, the *mél vàram* will be 33⅓ per cent or 1005 *calams*, making the actual assessment on the village rather more than 1-3d of the total grain produce: were the other items of emolument enjoyed by the Mirásidars added to *cudi-vàram* &c., this rate, considered as a tax on the general income, would be reduced in proportion to their amount.—Under the first race of Mohammedan conquerors, the Paitan Sovereigns of Delhi, "a tax of one-half of the produce of the lands" was raised over all the Empire, in addition to various arbitrary taxes (see Dow's History of Hindostan, vol. I. page 262, second edition); but this was reduced under the Mogul dynasty, the share of government being fixed during the reign of Acbar at one-third of the produce (see Gladwin's translation of the Ayen-Acbari, vol. 1, page 285, first edition), at which rate the *Asel-tumàr*, or *Tazsim-jama*, and decennial settlement of Tuder Mal were formed. The former high assessment, which Abul Fazel states to have exceeded the actual produce of lands in his time, it must be observed, was introduced by the usurper Alla I., who is recorded to have accumulated an immense treasure by seizing the wealth and confiscating the estates "of Muselmans and Hindus without distinction," and who, not content with imposing a tax on pasturage, pre-

trict. One of the earliest acts of the Board of Revenue, after its establishment in 1786, was the revisal of the *vára-dittam*, by the introduction of a "*Zabitah-waram*" or "general fixed standard for the division of the crops." Great complaints were made against this innovation, but, though it seems not to have been entirely approved by (29) Government, it was acted on, until the introduction of the

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scribed the number of beasts each grazier was to be permitted to keep.—Notwithstanding the admission thus made of the oppressiveness of the previous high rate of division, its reduction to a more moderate standard, and the abolition of the various vexatious taxes before exacted, made, preliminary to the formation of the original Mogul rent-roll, when this was afterward extended to the Daccan, during the reign of Arengzêb (N. D. 1687), under the name of *Jama-i-càmil*, the former high rate was restored and the customary *abwâbs* continued.

(29) The subject was brought before the Government by petition presented by certain of the inhabitants, and their opinion of it is expressed in the following extract of a letter to the Board of Revenue, dated 20th May 1789.—"The general clamor against the *Zabitah-waram*, or new distribution of shares, by all parties, renters as well as inhabitants, induces us to think that it must in a very great degree prove oppressive in its operation. By the new distribution, all the produce is divided on a certain standard without any exception for variation of soils, which in every district is more or less fertile. It appears from the tenor of the petitions from the *Jaghire* inhabitants, that they wish to revert to the *Mamool-warum*, or customary distribution, established in every different district for different portions of land, according to the nature of the soil, and we refer to the investigation of your Board, whether it would not remove the grievances complained of to rescind the new distribution, recurring to the *Mamool-warum* or the former standards according to the soil of the respective districts and places, *established by prescription* prior to the new distribution, ordered only a few years ago."—In that part of the province included in the *Subah* of Arcot, the "*váram*" *established by prescription* was altered during the management of Rávaji, who at the same time endeavoured to reform the land measures previously in use by the general introduction of the *cáni* still known by his name; this alteration, however, consisted, not in the establishment of any fixed standard of division, but simply in the reduction of the higher rates, governed apparently by no principle, save the increase of revenue expected to result from the measure.

renting system, in 1795 and the subsequent years, when the Mírásidars were compelled to rent their villages, on terms dictated by the officers of government, for annual payment in money, under penalty of the *forfeiture of their Mírási*; which, when enforced, annihilated the rights and privileges, that had been enjoyed by the people, notwithstanding the various changes in government and policy, during a succession of dynasties, native and foreign, and which, even if in their origin they can be supposed not to have had the sanction, ought, from their long continuance, to have had the force of law.

Similar innovations on the ancient system have been more recently made (since the transfer of the Carnatic in A. D. 1801) in those parts of Tondamandalam included in the northern and southern divisions of Arcot. These have arisen chiefly from the introduction of the Rayetwàri system, which, as hitherto conducted in this province, (30) is calculated to extinguish all the remaining privileges of Mírási and to level all classes to the condition of the boors of Russia or the villains of former ages in our own country ; rendering them mere slaves of the soil, under a succession of task-masters, descending to the lowest officers of revenue, without distinction of rights, or of persons, or claim to any property beyond the produce of their personal labor. There is a principle in nature by which, when once formed, the character of nations is unchangeably maintained ; deriving its strength from concurrence of opinion, it is invigorated by time, and though not always taken in to their calculations by lawgivers, operates with unseen but irresistible force, even in countries long subject to foreign rule. Though apparently at rest, it continually excites to action and it defies control, as, like

(30) The *Cániyatchi mányams, méreis,* &c., were resumed in the two divisions of Arcot, in Satwèd, and even in the government estates of Canjivaram and Madurânticam, on the introduction of the detailed money assessment : but this is not the necessary result of the Rayetwàri system, as it is clear that a settlement either in money or kind may be made with every Rayet in a village, preserving strictly the privileges of each : to the Mírásidar his *mányams* and *sótantrams*, and to the inferior tenants their right of occupancy, permanently to the *Ulcudi Pàyacari*, annually to the *Paracudi*, and according to the extent of his term to the *Sugavási*.

a spring, its resistance is in proportion to the pressure, and its recoil, on any relaxation of the restraining force, equally certain. This principle, the source of Spartan constancy and Roman patriotism, has preserved the Jew distinct among the nations, with whom he has dwelt a sojourner and outcast, and has vindicated to the modern Greek, however degenerate, a name and character, which has prevented his being confounded with his conquerors, and will one day, perhaps, entitle his country again to rank among nations. In India, supported strongly by distinctions of caste and the characteristic attachment of all classes to the observances of their forefathers, however repressed by temporary circumstances, it has always existed in powerful operation; hence, therefore, though they may have acquiesced from prudence in the suspension of their ancient institutions, when the hand of power has attempted to destroy them, this retroactive spirit is ever busy in their restoration, and has generally succeeded in reviving them.

A stronger instance of this cannot be adduced than the state of landed property and its incidents, as they at present actually exist in the *Jagir*. Notwithstanding the pains taken by the principal officers of revenue to introduce into this district a general standard for the division of the crop; notwithstanding the general establishment of village rents upwards of twenty years ago; and notwithstanding the distribution of the country into estates of revenue and the sale of them to (31) individuals distinct from the Mírá-

(31) The Mutahdàrs, persons holding estates or *Mutahs*, so called it would seem to distinguish them from *the ancient Zemindaries*, on which the revenue demand was permanently fixed about the same time, are in the Regulations, in common with the latter, considered as proprietors of the land. As far as Government, whose rights were transferred to them, were at the time of the transfer the proprietors of the land, so far are they also, but no farther; as it is obvious that Government could not transfer rights of which they themselves were not in possession. In fact, the Jagìr Mutahdàrs have never been more than permanent renters of the Government revenue, which resolves itself into the right to receive the *mèl-váram*, according to the *vára-dittam*, from the extent of land under cultivation, and to make the further collections authorized by their cowles, forming what is called the "assets" on which the assessment of their estates was fixed.

sidars, which took place a few years afterwards; with the exception of some privileges which have been abolished, some that have been resumed, and others that have grown obsolete, things have returned nearly to the same state as when this district was ceded to the Company. The varying rates of *váram*, as preserved in Mr. Barnard's Survey are still obstinately observed in the division of the crop, when it takes place, the "*Zabitahvaram*" of the Board of Revenue being long since forgotten; the Mutahdárs, (32) either receive the revenue in kind or commute it by mutual agreement according to these rates for a money payment; and, lastly, the right to property in the soil and the most valuable of the Mírási privileges are still enjoyed by the cultivator, and have been now so confirmed to him by various decisions of the Courts of Justice, as to render it impossible he should ever be deprived of them while our Government subsists.

In making this imperfect sketch of the past and present state of Tondamandalam, my object has been to show, that sufficient record has been kept of former times in this part of India, to afford to the enquirer data from which he may derive information, not perhaps precisely accurate nor very extensive, but more considerable than is generally supposed to exist, and thereby to establish that there remain the means of tracing the right of landed property and the privileges appertaining to it, which are claimed, and in part enjoyed, by the cultivators of the soil in that part of the province still in the possession of the Tamil aborigines, to a more remote antiquity than can justly be attributed to the generality of human institutions now subsisting.

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(32) Some of the Mutahdárs endeavoured at first to continue the system which had been previously established and to compel the Mírásdars to rent their villages; in this they wholly failed, and their own interests have since induced them to meet the inclinations of the people and revert to the ancient usage.

*THE FOUR DOCUMENTS following, in different languages, and belonging to different districts, are intended to convey a general idea of the state of landed property under the last Hindoo dynasty of Southern India, the original capital of which was Vijaynagara, better known to Europeans by the Hindustáni corruption of its name, Bijanuggur. The first is dated in A. D. 1417, when this empire was in a flourishing state, and fast advancing toward that degree of power and extended dominion which it attained in the course of the century; the last belongs to the period of its decline and dates probably about the commencement of the 17th century.—The actual dates of the third and fourth are doubtful, but it is sufficiently evident that they are posterior to the two which precede them, and they have been arranged accordingly.**

No. I.

CANARESE.

(1)  || Subham astu || S'rì || Swastis'rì ! be happy, be prosperous. In 1339 of the victorious Salivâhana, in the year Durmuc,hi (A. D. 1417), on the 10th day of the bright fortnight of Margâsira, during the happy administration of justice and charity by the fortunate Annadâna Vadayaru in the kingdom of Muluvâgila, appertaining to Sriman (2) Mahà Prádàna Naganna Vadayaru, while Srìmán Mahà Pratàpa (3) Dévaràyer Mahà Ràyer governed the earth, the great King of Kings, Lord of Kings, and Lord Paramount of the eastern, southern and western seas; by

(1) These are symbols which those of the sect of Siva usually prefix to any solemn instrument—the first is the Trisúla, or trident; the second is conjectured to be the tabor of Siva; the third is the Acgus'ham, or Elephant-hook of Ganésa; the fourth, the moon; the fifth, the sun; and the sixth, the lingam.

(2) *Mahá Pradâna* means Prime Minister; Muluwágila, and its dependencies, would appear to be held by him as a fief of some kind, and to be governed for him by the Annadana Vadayaru.

(3) This prince closed his reign in the year following that of the date of this deed, namely, in S. S. 1340.

* NOTE.—A fifth Document came to hand, and is printed in its proper place.—W. H. B.

order of the Deity of the town and of the principal holy place therein, the Goddess Muluvágila Náchi, we the Ministers (*St.hánica*) of the temple of the Goddess of Muluvágila Náchi, namely, (4) Ballappa, Mannaya and Marappa, the sons of Césavappa and Cumáraya, and Avám Bille, brother of Césavapa, and Cumáraya, do ourselves jointly execute a deed of gift to Sivarâtrya, Virana, and Gurumallanna, the sons of Dévarasu, of the *Gótram* of Srívatsa and the other (5) *Mahájenam*:—that is to say, a long time since the bank called Aralijari in the Páláru-hallam, situated in the village of Cattarihalli, which belongs to Muluvágila Náchi in the country of Hódanádu in the kingdom of Muluvágila,* having been broken and levelled with the surface of the earth, and you having on that account been put to great expense in repairing the said bank, and, also, in building there an *Agraháram* called Muluvágila-náchi-puram, we have assigned you the lands of which the following are the particulars.

All the land that belongs to us, together with the Yalichi tank, westward from the Arali tree, lying on the east side of the Yalichi tank, as far as the tamarind tree on the edge of the cultivated ground; west fromthis tree; west from the edge of the low ground to the east of this tree as far as the low ground on the east side called Hayana-hallam; and south of the grove of tamarind trees lying east of that low ground: and, also, the land next to the dam which you are going to repair, and *the uncultivated land* within the limits of our village, from the Arali tree on the east side of our Yalichi tank to the high ground called Haralavandalu-médu, to the west of the northern tamarind grove and of the tamarind tree of the cholam field; then from the west tamarind tree on the west

(4) These names though differently spelt, being written in the Canarese character, are the same as are affixed to the deed in Tamil: being engaged in what is considered a religious act, the gift of land to Bráhmans, they call themselves, the *St.hánicas* of the village goddess; they are the Mírásidars by whom this office is always held.

(5) *Mahájenam*, often signifying the whole of the principal inhabitants of a place, is here used in its restricted sense, applying to the Bráhmans only.

* In Maisùr.

of the Nágana Ana to the bank of the river Hálárn.—Thus we have stated the limits of this western land and granted it to you, that you may destroy the wood and bring it into cultivation, and you are hereby required to divide all the fields to be so cultivated, below and within the bank of the long tank which you are going to repair, into four parts, and to pay (6) one-fourth of the produce the land affords into the treasury of our Goddess Muluvágila Náchi: as you are to expend a large sum for the said tank, and as we grant to you, the Mahàjenam, the remaining three parts of the produce of the fields, the boundaries of which have been stated, as a free gift to the Agraháram of our Goddess Muluvágila Náchi Dévi, you are hereby authorized to enjoy these three parts together with the produce thereof, the Agraháram of Muluvágila-nachi-puram, and the (7) eight rights of ownership thereto appertaining as (8) *Serva-mányam* and *Agraháram*, as long as the Sun and Moon endure: these lands you are authorized to sell, or to give in gift, &c., and in case your bank is destroyed, you, the Mahájenam, are to repair it.—As we have granted all the lands, specified in this deed of gift, by fixing a *Silá-sásnam* (inscription on stone) before the Goddess Muluvágila Náchi Dévi, may you happily enjoy this *Serva-mányam* as *Agraháram*, as long as the Sun and Moon endure! With the knowledge and consent of our wives, sons, relations, and parceners, and with the consent and knowledge of the king, with our own free consent, by pouring out water and other formalities, we have executed this deed.

(6) This would seem to impugn the tenure, *serva-mányam*, by which the whole produce should be enjoyed by the grantees; the grant, however, is made for charitable purposes, for keeping the bank of the tank in repair comes under this description, and if the whole produce be so appropriated, its nature is not altered by any such distribution.

(7) These are the *Nidhi, nicshépa*, &c., so often repeated in these documents.

(8) This grant of *serva-mányam* or *agraháram* by the Mírásidars would at present certainly be an encroachment on the right of the sovereign: the term *serva-mányam*, however, as it is now sometimes used, may apply to the whole of the inhabitant's interest in the land only; or, as indicated in the following sentence, the consent of the king, or of those acting in his name, may have been actually obtained

SANSCRIT VERSES.

He who seizes on the wealth-yielding land (9) given either by himself or by another, shall be born as a worm in dung for sixty-thousand years.—Of the two acts, giving and protecting that which has been given, protection excels gift ; by gift the lower heaven is obtained, by protecting that which has been given, an exalted station from there is no descent.

The St,hánica have signed this deed with their own hands in Tigali (Tamil.)

VALLIYAPPEN.
MANIYEN.
AVA'M PILLEI.
MA'RAYAPEN.

REMARKS.

On the ascent of a hill, some yards above the plain in the immediate vicinity of the town of Muluvágila near Cólàr, at the eastern extremity of the country now under the dominion of the Maisúr Rája, a projection of the rock has been smoothed near a small Pagoda dedicated to the village Goddess, on which is inscribed in uncial characters, this very curious and certainly authentic document : the descendants of the Canarese Bráhmans, to whom

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previously to making the grant.—The word *agraháram*, as used in this deed, signifies merely the street of houses which the grantees had built for Bráhmans in the town of Muluvágila ; this word has now a variety of meanings, being sometimes applied to villages held rent-free by Bráhmans, to villages paying the full rent, the Mírási of which is held wholly or partly by Bráhmans, to streets inhabited by them in large towns, and to alms-houses erected for their use and which they are allowed to occupy without paying rent. The word, however, when applied to the tenure of land, includes all alienations from the public revenue, being derived from *agra, before*, and *hariti, it is taken*, meaning land of which the revenue is appropriated *before* it reaches the treasury ; hence arises the ancient distinction, still preserved in name, of the villages of a district into *Agrahára-vád'ei*, which, though the Bráhman-holders are in some degree favored, pay at present nearly the full assessment, and *Pandára-vád'ei*, those appropriated to the treasury, on which the Súdra holders have always paid the full assessment.

(9) Land productive : land allowed to become waste by the negligence or inability of the holder may be resumed without incurring sin.

the aboriginal Tamil Mírásidars by this deed of gift made over their property, continue, I believe, (for it is some years since the inscription was copied) to hold the whole or part of the land in *Serva-mányam* as originally granted. This deed incontestibly proves that the proprietary of the land at the time it was written was fully and completely vested in the grantees; the consent of the king is indeed mentioned, but this is, generally, in compliance with the forms of the law, and, especially, on account of the peculiar tenure created, and has clearly no effect on the full dominion it is evident they possessed over the property transferred.—To enable a comparison being made between this comparatively ancient document, and more modern deeds of gift and bills of sale, I shall enumerate the heads into which the substance of it may be distributed.—First, date, and declaration of the local authorities and reigning prince; second, names and style of the granters and grantees; third, purpose of the grant; fourth, specification of the land, and of the boundaries thereof; fifth, declaration of the conditions the grantees are to perform and of the tenure under which they are to hold; sixth, investiture of the grantees with the prescribed formalities; seventh, imprecation on those by whom the grant is voided: eighth, execution of the deed by the grantees.

No. II.

CANARESE.

Sanscrit Verse.

May this deed of the Lord of the three worlds, this *Jina-Sásanam*, prosper, and may it be a conspicuous sign in the prosperous, eminent, and stately city of Sádwáda. Reverence to Samb,hu whose lofty head is ornamented by the moon gently touching it like a *Chámaram*, who is the principal pillar of the foundation of the city of the three worlds.

Prose.

In the (1) year——of the Caliyuga, being Vib,hava, on the 5th

(1) This date is expressed by a *Sanc,hétam*, or arrangement of syllables having numerical value, which cannot be deciphered; but neither this nor the following date, are of any importance, as the deed

day of the Moon's age, in the bright fortnight of the month of Chitra, during a fortunate conjunction of the planets in the lunar constellation Hasta, when the moon was entering the sign Cumbha (Aquarius), the fortunate King Srìmat Çhámunda Rájah consecrated the image of Gomat,hèswera at Bilagula.

CANNAD'I.

In 727 of Sáliváhana, corresponding with the year B,hava, on the first of the moon's age of the bright fortnight of the month Carticà, the dominion of Srì Chámunda Ráyaru extended over the whole earth with indisputable authority: he was the fortunate king of kings, the lord of kings, and the beauty-spot in the forehead of the family descended from the kings of Pándiya, who were the lords of the city of Dwáranagara, subject to the southern Mádhurà.

SANSCRIT VERSE.

There shines as a mirror of the face of the prosperous country of Carnáta, the crown of many cities, Srì Vidyanagara, the seat of learning, filled with women and brave and virtuous men; there was the mighty king named Sadásiva, whose lotos-like feet were adorned by the line of the front-curls of the prostrate women of the princes, his enemies, as is the lotos by a line of bees. This mighty king Sadásiva is renowned; he is the delight of the learned, and a lion among assembled bands of elephants to opposing princes; he is resplendent as the God of love, his banner is the earth-supporting boar; (2) he is the lord of the universe, and his incessant liberality laughs to scorn the all-bestowing Calpa-tree.

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was professedly given while Vijayanagara was yet the Capital of the Canarese empire, during the reign of Sadásiva Ráyer, which commenced in Salivahana Sacábdem 1464, A. D. 1542, and extended to S. S. 1487, A. D. 1565, nominally, the rule being actually, in the hands of Ráma Rája.

(2) The boar or rather Vishnu under that form, was the insignia of of the Vijayanagara government; hence the Native name of the coin called by Europeans a *Pagoda*, given to it in this deed, *Varáha*, which in Sanscrit signifies *a boar*, the coin being originally stamped with the figure of that animal.

While Sadàsiva Rájah governed the whole earth, he gave from charitable motives, this *D,herma-sásanam*, to Désagan'ágraganyaru, our hereditary Minister, the conqueror of evil persons of various religious sects in the court of Hímassítala Mahàrájà at Cánchipuri, the priest of the whole earth, the prince of poets and of the learned, and the life of the king of Chóla, for the purpose of erecting a convent to the God Srímad Acalanca Déva and for the service of food therein; the particulars of which are as follows.—The village of Tellinamane subject to the province of Totta, on which the fixed assessment (3) *(Réc,ha-sidd,háyam)* is 53 Pagodas, 7½ Fanams. The limits of this land are marked by a boundary stone *(Muccoda-cal)*, lying above the low land to the east; by the high road on the south; by the bye-road leading to Bacali on the west; and the bye-road to Bacali from Mávina Halli on the north: Janardana Satyana Heggade, the cultivator of the land *(B,humi-vocalu)* (4) of which these are the four limits, pays the assessment of 53 Pagodas, 7½ Fanams. Also Vencam B,hatt *Gauda* (headman) of Avad,hálam pays a fixed assessment of 108 Pagodas 6½ Fanams—

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(3) The *Récha-sidd,háyam* (commonly called *Roy-réc,ha*) from *réc,ha*, a *line*, and *siddháyam*, *settled income*, is so named from the form in which the account of it was drawn out, which was so arranged in the village *cadattams*, that the assessment on every spot of land was shown in a separate *line*, of this the present deed furnishes a specimen. The *Réc,ha-siddháyam* was established, or, more probably, completed during the reign of Crishna Ráyer; it extended to the whole of the Canarese provinces of the Empire, but does not appear to have been introduced into the Tamil countries, nor into that part of Telingana (the Northern Sircars) which was conquered during the reign of this Prince.

(4) It is difficult to understand the precise meaning of the hybrid compound here used in the original; *bhùmi* in Sanscrit means *the earth* generally, and *vocalu* in Canarese is a *cultivating inhabitant*, an individual of any of the agricultural castes; from the context, however and the expressions used respecting the other persons stated to be in possession of the lands enumerated, this term seems intended to describe the occupant rather than the proprietor of the soil.

The particulars of these lands are ;

	Pags.	*Fans.*
For Avad,hâlam the Assessment is...	46	0
For Bâle-gadde (5).....	17	$6\frac{1}{2}$
For Sodecodi.....	5	0
For Hunise-gadde.....	5	0
For Gulada-ghâtige.....	18	$7\frac{1}{2}$
For Ambalege-jedi.....	8	$2\frac{1}{2}$
For Chicki-nesaru.....	8	0
Fixed assessment on these 7 lands.....	108	$6\frac{1}{2}$

These are bounded by the low ground of Hindise on the east ; by the half stone fixed in front of Ambelage near the hill Callugára on the south ; by the low lands of Gullada ghâtige on the west ; and by the boundary stone fixed in the low part of the wet ground Bandunchí on the north.—Also ; the fixed assessment on the village Hindise being 48 Pagodas ; the boundaries of this land, which belonged to Ganapa Bhatta are, on the east by the flow of water from the tank of Tamarind trees *(Mávina care)* ; on the south by the boundary stone placed on the bank of Varaguli ; on the west by the low lands of the Hunise-gadde ; and on the north by the boundary stone placed in the midst of the field of Sástra Bhatta. Also ; the village of Jagada, for which the *Gauda* of Nidagóda, Sadásivayya, pays the fixed assessment 24 Pagodas—the boundaries of this are, on the east as far as the stone fixed on the side of the tank ; on the south as far as the high road ; on the west as far as the bullock-road leading to Yellapuram ; and on the north as far as the boundary stone fixed on the side of Divarajadi.—Also, the fixed assessment of the village of Chapati, in the possession of the *Gauda* Sàdasivayya is 135 Pagodas $\frac{2}{4}$ Fanam—

(5) These are the names of several sorts of land distinguished by appropriate epithets, as *Hunise-gadde, the wet-land field of the Tamarind tree*, &c. : the practical application of many of them not being precisely known, a knowledge of their derivative meaning has not been thought sufficient to authorize the attempt to translate them.

The particulars of these lands are;

	Pags.	*Fans.*
Chapati Gauda pays - - -	30	0
Timmana Heggade - - -	28	5
For Dinnecati - - - -	27	$2\frac{1}{2}$
For Hale-chapati - - -	5	0
For Cúmmana-mane - - -	9	0
For Gemmana-mane - - -	8	$7\frac{1}{2}$
For 'Ashi-man - - - -	8	$0\frac{3}{4}$
For Nidagóda - - - -	18	5
Fixed assessment on these 8 lands - -	135	$0\frac{3}{4}$

The boundaries of these lands are, on the east by the stone fixed on the side of the hill of Honnecati; on the south by the stone in front of Nidagóda; on the west by the stone in front of the hill of Hale-chapati; and on the north by the stone placed on the road in Mundage-jedi. Also, the village of Hemádi, the particulars of the lands of which in possession of Caduba *Gauda*, the (6) Mírási inhabitant, are as follows:

	Pags.	*Fans.*
The fixed assessment on Hemádi - -	50	0
On the Plantain garden - - -	22	0
On Cóti-gadde - - - - -	10	0
On Cabbina-mane - - - -	30	5
Total.	112	5

I have put boundary stones on the four sides for these lands and have delivered them to the grantee. The whole produce of these six villages subject to the province of Totta, amount to 481 Pagodas and $9\frac{3}{4}$ Fanams, for which this deed of gift, for the purpose of furnishing food to the Convent of Srímad Acalanca Dêva, is thus passed.

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(6) This instance, and others that might be adduced, show this foreign term to be of early use among the Hindus in Southern India: it was probably introduced, with many Arabic terms now prevalent, into the dominion of the Moslem Princes of the Deccan, and from thence spread over the neighbouring countries.

Swasti Srí (7) I Sadàsiva Ráyer, to secure to myself victory, success and prosperity, with the consent of my wife, son, relations, parceners, and neighbours, with the formalities of gold and water by which gifts were anciently made, with power to transfer it by gift, mortgage, or sale, and (8) independently of the family, have with full hand given this *Dherma-Sásanam*.—The (9) witnesses to this are :

SANSCRIT VERSES.

The conduct of man will be known to the sun, moon, wind, fire, sky, earth, water, the conscience, the God of death, day, night, the twilights, and the God of justice and charity.—Of the two acts, giving and protecting that which has been given, protection excels gift; by gift the lower heaven is obtained, by protecting that which has been given, an exalted station from which there is no descent.—He who seizes on the wealth-yielding land given either by himself or by another, shall be born as a worm in dung for sixty thousand years.

CANNAD'I.

He that protects this gift shall obtain heaven and salvation.

REMARKS.

The original of the copies, from which this translation has been made, is engraven on a large stone-tablet belonging to the Jaina establishment at Bilagula, now included in the territory of the

(7) This Paragraph follows the prescription of the law with respect to gifts of land ; the law being equally binding on the prince as on the people, there is no distinction in this respect between deeds, which may be considered royal grants, and those executed by private individuals, except that the consent of the prince is in the former necessarily omitted.

(8) By this expression, it appears to be intended that the gift, being made to a Sanyási and for the support of a religious establishment, is not to be considered family property. The power of alienation being here given, the words found in the preceding clauses " for the purpose of furnishing food," &c. must not be construed strictly ; the intention of the deed must be taken, not as assigning the revenue of these lands for special uses, but for the general benefit of the establishment.

(9) Royal grants are seldom subscribed by human witnesses, which are not considered necessary for the authentication of a public act.

Cartar of Meisur: of its authenticity as a royal grant of the Vijayanagara government there can be no question. By a comparison of this with the preceding deed, which, given by the proprietary inhabitants, transfers not the revenue only but the land, it will be seen, that, though the form and substance are nearly the same, the difference in this respect between the two is essential, the revenue being, in this, mentioned in every instance, in which, in that, the land is mentioned. Again, it will be observed from many examples among these documents, that, where landed property is intended to pass absolutely, the power of alienation by sale, gift, &c. is formally conferred, and in all such cases that the land is expressly mentioned; in this deed, however, it is not the land, but the *Dherma-Sásaman*, that is the right created by it, that is stated to be alienable. It (10) is clear, therefore, that by this grant the public income only, the amount of which had previously been permanently fixed, and not land nor any other interest in it, is passed to the grantees; the persons in possession of the lands, the revenue of which were thus appropriated, appear to have held them on different tenures, one being called the "cultivator" only, another being said "to have it in his possession," and a third is recognized as holding the "Mírási;" but it is manifest that their several rights are not in any degree infringed by such

(10) "An examination, more or less close or cursory, as the subject attracted my attention, of nearly seventeen hundred grants of land in the Mackenzie collection, enabled me to observe that their forms differ very materially, in various parts of the country." "Throughout Drauvedu, or the eastern country below the Ghauts, now erroneously named the Carnatic, abundance of ancient inscriptions exist, in which revenue is bestowed on a temple by the individual proprietor." "The thing alienated was the revenue or the royalties; nothing else could be alienated by the king. In the grant which we have noticed, he alienates the revenues of a township; and I have never seen an ancient royal grant (which are always for religious purposes), excepting of one or more townships, or of a portion of a township whose limits on every side are exactly described: in short, of land already in culture, and paying Revenue."—See pages 131, 132, 133, of the First Vol. of Wilks's Historical Sketches of the South of India. This statement corroborates that here made, and they are both supported by the authorities now adduced.

appropriation. All grants by Hindu Princes are nearly the same as this, except when the land itself belongs to the demesne, or is the *private* property of the granter, a circumstance which is generally stated in the body of the deed. Many, in all respects the same as this, and dating from the reigns of the several kings of the Vijyanagara family, while they were yet powerful and independent, and after their capital had fallen in the hands of their Moslem foes, might have been added, but this has been thought sufficient, in conjunction with the other documents of the series, to show the state of landed property under the latest Hindu dynasty: —to corroborate, however, what is here stated as to the general nature of such grants, the following abstract is added of one older than this by 650 years and given by a prince of a different race.

This deed is preserved as one of the inscriptions on stone at Bilagula; it commences with the Sanscrit verse that stands at the head of the preceding document; it was given by Immadi Sadásiva Ráyer, one of the Yádava race of princes, whose capital was Naráyana-varam, where they reigned over a considerable portion of Southern India until S. S. 1014 or A. D. 1092, about which time the dynasty became extinct, and is dated in the year 'Sucla, being the 722th of Salivâhana; (A. D. 805) on the 14th day of the light fortnight of the lunar-month Mágha. The substance of the grant is then stated as follows:

"Paraméswara B,hatter, an inhabitant of my country, called Sirasi, pays a fixed assessment of 80 Dhárávádi Pagodas for the farm of Jumuvicattu and Sonnahali; Ganapa B,hatter pays a (11) fixed assessment *(Siddháya,)* including all additional levies *(pattupadi)*, taxes, on rent-free lands *(bédige)*, and assessed rates, of 72 Dhárávádi Pagodas, these two sums making a total of Pagodas 152:—in the land which produces the sums above stated, stones have been placed marking its boundaries on the four sides, and in the desire of obtaining increase of prosperity, final beatitude,

(11) From this it appears that fixed assessments in money existed, at least in this province, which now forms part of Maisùr, long before the completion of the *Ráya-réc,ha*; but whether they were paid for dry-field only, or both for wet-land and dry-field, this deed does not furnish data to determine.

and temporal happiness, I have granted it in free gift, with water and gold, for the service of the daily offerings to Srì A'd,hiparaméswara Swámi of Sud,hapuram."

The deed then states the distribution to be made of the amount of the grant towards defraying the expense of various festivals and ceremonies, and proceeds—

"I, with the consent of my wife, son, relations, parceners, neighbours, and the rest, do execute this deed of gift, for the purpose of obtaining increase of prosperity, final beatitude, and temporal happiness, by offering with the formalities of water and gold this deed of gift at the feet of Srì A'd,hiparaméswara Swámi, with power to transfer by exchange or sale, independently of all family claims."

The witnesses are the same as to the last deed, and it concludes with the same imprecatory verses.

No. III.

TELUGU.

Be prosperous! in the year 1109 of the era of Sálivahàna, ever victorious, (A. D. 1187), on the 10th day of the increase of the moon, in the month 'Aswíjam, in the reign of (1) Vira-pratápa Vijaya Bucca Ráyalu, the prosperous king of kings, the lord of

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(1) Vijaya Bucca Ráyalu, the fourth of the Vijayanagara kings, commenced his reign 214 years after this date in S. S. 1236, agreeing with A. D. 1314, and the Appaji-ayya here mentioned was the Minister of Crishna Déva Ráya, whose reign commenced about S. S. 1432, A. D. 1500: this discrepancy is fatal to the antiquity of the original of this deed, but it does not destroy its authenticity. The fact would appear to be that the village was originally founded about the period marked by the date, that it had fallen to waste, that it was restored by Appaji and conferred on the Nagara yerra Yelamas, and that the copper-plate record, from a copy of which this translation has been made, was engraved many years afterwards, when the foundation and restoration of the place were confounded in the minds of the inhabitants. The fact of these *Manyáms* being conferred or confirmed by Appaji-ayya is probable, as the expedition under that minister, preparatory to the attack on the Gajapati States by the Vijayanagara forces, in which he reduced the whole of the Forts, Uddayagiri among the rest, between Tirupati and the Crishnà, is an historical fact.

lords, possessing the wealth of the whole earth, the Minister Appaji Ayya, the son of Salva Timmars' Ayya, following the *Sútram* of A'pastamb,ha and the Yejus-sác,hà, having beaten his drums on his march towards Udayagiri, while halting at Mailáram, gave this *Dánapatram*, or deed of gift, to Malla Reddi, the son of Nága Reddi, of the *Gótram* of Ullipúla, and the inhabitants of the Yerra-Yelama cast, who came from the province of Nagaram with their families: that is to say, that, they having as principal Reddis founded the village of Yenamala-Chintala, subject to the province of Gutti-dúrgum, in the name of the Reddis, therefore, officers *(A'yagán dlu)* are appointed to it as follows:

Malla Reddi, the son of Nága Reddi, of the *Gótram* of Ullipúla, of the Yerra-Yelama caste who lately arrived with their families from the province of Nagaram, is appointed to the office of *Reddi* (2);

Náráyanappa, of the caste, of Nandavaríulu, to the office of (3) *Carnam;*

Narsam Bhatlu, to the office of (4) *Puróhita;*

Duggóji, as (5) Iron Smith;

Nágaji, as (6) Carpenter;

Sangappa, to the office of (7) *Shroff;*

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(2) The head man, or director of the village, usually called *Pedda Reddi*, Chief Reddi, or emphatically *Reddiváru, the* Reddi; the same officer is known, also, in the Sircars, by the foreign names *Mocuddum* and *Chaudri;* in the Ceded Districts he is called *Patél*, and in the countries where the Canarese is spoken, *Gauda:* the Tamil word *Mániyacáren* in some of the southern districts designates a similar officer, but he has by no means the same influence and authority over the Mirásidars of the south, as the Pedda *Reddi*, *Mocuddum* and *Patél* have over the cultivators of the north and west; the latter possessing the paramount authority in their villages and conducting with little control all affairs of agriculture and revenue.

(3) The Accountant, Registrar, and Notary of the village.

(4) The priest of the village: not the officiating priest in the Pagoda, but the directing priest at births, marriages, funerals, and other ceremonies: he fulfils, also, the office of *Panchánga*, Astrologer.

(5, 6.) These furnish, gratis, the iron and wood-work of the ploughs and other instruments of husbandry.

(7) Money-changer.

Gósala Yeragámi Náyadu, to the office of (8) *Cável;*
Sálivâhana Linga 'Setti, as (9) Potmaker;
Muddadu, as (10) Washingman;
Sivòji, as (11) Barber;
Nagulagádu, as (12) *Báricudu;*
Yerravâbadu, as (13) *Checári.*

The particulars of the *Méreis* and *Mányams* granted to them are as follows:

To the office of *Reddi*—to the west, a field of dry black soil, in which 3 *túm* of grain may be sown; to the north, a dry field called Varavanca, in which 3 *túm* of grain may be sown; to the south, a piece of dry land, in which 3 *túm* of grain may be sown; to the east, a field of wet land near the channel, in which half a *putti* of grain may be sown; the land of the flower *Yâtam* (engine for raising water), in which 4 *túm* of grain may be sown; four trees yielding fruit.

Mányam to the office of *Carnam*:—to the west, a field of dry black soil, in which 3 *túm* of grain may be sown; to the north, a dry field, called Dzambimánu, in which 3 *túm* may be sown; to the south, a dry field called Sunnagaragu, in which 3 *túm* of grain may be sown; to the east, a field of wet land watered by the channel, in which half a *putti* of grain may be sown;—the land of the Sudda *Yâtam*, in which 4 *túm* may be sown.

(14) To Chenna-Césava *Swámi*—on the west, a field of dry black soil, in which 2 *túm* of grain may be sown; also, a field of wet land watered by the channel, in which 3 *túm* of grain may be sown.

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(8) The Village Watcher, or Police Magistrate.

(9, 10, 11.) These perform their respective offices for the inhabitants of the village gratis.

(12) This office is usually called *Vetti;* he performs menial duties, carries messages, &c.

(13) Or as more commonly called, *Shakili*—the Skinner, Tanner and Leather-dresser; the flesh and skins of all animals, which are killed or die within the limits of the village, are his, and from the latter he is bound to furnish the inhabitants with leather for buckets, &c.

(14) The deity of some Vaishnava temple in the village or its vicinity.

(15) To I'swara—the dry field of the cross road on the south, in which 2 *túm* of grain may be sown; also, a field of wet land watered by the channel, in which 3 *túm* of grain may be sown.

(16) To Tádiperte Chintala Ráyadu—the dry field of the cross road on the west, in which 3 *túm* of grain may be sown; also, a field of wet land, in which a quarter of a *putti* of grain may be sown.

(17) To Sanjiva Ráyadu—a dry field of black soil to the south, in which 2 *túm* of grain may be sown; also, a field of wet land watered by the channel in which 3 *túm* may be sown.

To the office of *Puróhita*—to the westward a dry field of black soil, in which 2 *túm* of grain may be sown; also, a field of wet land watered by the channel, in which 3 *túm* of grain may be sown.

To the office of Iron Smith—to the westward, a dry field of black soil, in which 2 *túm* of grain may be sown; also, a field of wet land watered by the channel, in which 2 *túm* of grain may be sown.

To the office of Carpenter—to the north, a dry field of black soil, in which 2 *túm* may be sown; also, a field of wet land watered by the channel, in which 2 *túm* may be sown.

To the office of *Shroff*—to the south, a dry field of black soil of 2 *túm* of grain; also, a field of wet land watered by the channel, in which 2 *túm* of grain may be sown.

To the *Cáveliváru*—to the west, a field of dry black soil, in which 2 *túm* of grain may be sown; also, a field of wet land, in which ¼ *putti* of grain may be sown.

To the office of Potmaker—to the west, a field of dry black soil, in which 2 *túm* of grain may be sown; also, a field of wet land, in which 2 *túm* of grain may be sown.

To the office of Washerman—to the north, the dry field called Chillamánu, in which 1½ *túm* of grain may be sown; also, a field of wet land watered by the channel, in which 1½ *túm* of grain may be sown.

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(15) The deity of a Saiva temple.

(16) A deity.

(17) A deity.

To the office of Barber—to the westward, a dry field of black soil, in which 2 *túm* of grain may be sown ; also, a field of wet land, in which 2 *túm* of grain may be sown.

To the office of *Bárica*—to the north, a dry field called Maddimánu, in which 2 *túm* may be sown ; also a field of wet land, in which 2 *túm* may be sown.

To the *Checári*—to the westward, a dry field of black soil, in which 4 *túm* of grain may be sown ; also, a field of wet land, in which one quarter *putti* of grain may be sown.

After deducting the privileges of the deities and Bráhmans in this manner, there remains a sum of (18) 250½ Malki-Ibrahim Pagodas, on account of which the trees and high grounds are to be levelled, and in the fields so formed, grain to the amount of 8 *puttis* 5¼ *túm* (19) may be sown.—The boundary stones are planted as follows :—a *Sásanam* on a long stone directly to the east of the village, where the limits of Bedudùr and Yanamala-chintala meet :—a *Sásanam* on the stone to the north :—directly to the westward a *Sásanam* on the black stone where the limits of the village of Chenigela-Gúdùr and Yanamala-chintala meet :—on the south of this a *Sásanam* on a stone laid on the earth, where the limits of Tammàpuram, Chenigela-Gúdùr, and Yanamala-chintala meet :—to the south of this a *Sásanam* on an upright stone :—to the south of this a *Sásanam* on a round black stone by the river side, where the limits of the three villages of Nílacant haráya Nittùr, Venacayá's channel and Yanamala-chintala meet :—to the east of this a *Sásanam* on an upright stone, planted, where the limits of the three villages of Chinna Timmapuram, Venacayá's channel and Yanamala-chintala meet :—to the south of this a *Sásanam* on a long stone ; this stone stands pointing to the upright stone planted where the limits of Bedudùr and Yanamala-chintala join.

After this Malla Reddi, the son of Nága Reddi, went to the

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(18) This appears to have been the fixed assessment on the village; probably the *Réc ha-siddháyam*, if it extended to this part of the country.

(19) The *túm* mentioned in this document is equal to four *mercàls* of Madras ; 20 such *túm* make one *putti*.

presence of the Ráyalu and presented the *Ulupha* and (20) *Udugaralu*, and the Ráyalu was pleased to cause a stone *Sásanam* to be put up in the temple of Srì Virúpácsha, with the consent of the village people, and gave this *Dánapatram*, allowing you, your sons, and descendants to enjoy lineally as long as the sun and moon endure. Whosever makes objections to this shall incur the sin of slaying a cow at Cási. This *Dánapatram* was written by Narsam Bhatt.

REMARKS.

Although this instrument is not entirely entitled to the character of royal authority, which is attempted to be given to it, it contains a curious and, no doubt, a correct enumeration of the offices, and *Mányams* thereto attached, of the village of Yallama-chintala in the Telugu province of Gutti. The persons holding the former are nearly the same as the officers, a detail of whom is given in Wilk's "Historical Sketches of the South of India" (see the 117th and following pages) under the Hindustani term of "*Barabullowattee*" and the Canarese "*Ayangadee*"; the only absolute difference is that the *Checdri*, Skinner, is substituted for the "*Neerguntee*" or distributer of water, the "*Taliary*" Tam., or "*Stalwar*" Hind., being the same as the *Cavelicáru*; the "*Totie*" as the *Baricadu*; the "*Joteshee*" as the *Puróhita*; and the office of *Shroff* being usually held by a "Silver-smith;" the service the latter renders to the village, however, is not the exercise of his trade, but the shroffage of money, for which he is peculiarly qualified by his knowledge of the precious metals. The number of village officers, as stated in this document and in the work above quoted is *twelve*, but this differs in different districts, and even in different villages of the same district.—The whole extent of ground within the limits of the village is stated to be capable of sowing 14 *putti* 2¼ *túm* of wet and dry grain; of this an extent capable of sowing 4 *putti* 14 *túm*, about one-third of the

(20) The first of these terms, which in Arabic signifies simply *provisions*, in Telugu means various articles of consumption the produce of the district; the second means clothes, and other specimens of manufactures, presented to a superior.

whole, is granted rent-free to the Mírásidars, and an extent capable of sowing 1 *putti* 3 *túm*, or about one twelfth of the whole to the deities, leaving the remainder, being an extent capable of sowing 8 *putti* 5½ *túm*, assessable with the public revenue. One third of the cultivable lands held as Mírási *mányams* is comparatively very high, but one-twelfth, as *Déva-layam*, does not exceed the usual rate : this, however, as is evinced by the care taken to record on stone and otherwise the privileges belonging to it, was a favored village; to which probably greater privileges were granted than were customary, by the interest which the head man Malla Reddi had obtained with the minister and at court.

No. IV.*

TAMIL.

(1) May happiness attend the prosperous Déva Mahàrája Pándiya-Sózha-Mahàrája, who traced the line of the river, who is Nárayana to the Asuras, the ocean of liberality, who weareth the crown of this kingdom, who is king of kings, the lord of kings, the sun among kings, mighty among the princes and a hero among heroes. During the reign of this prince, (2) in 3386 of the *Caliyugam*, in 245 of the era of Salivàhana, in the current year Vicriti, following the

(1) This eulogium is evidently in imitation of those prefixed to the grants of the Vijayanagara princes; inscriptions really belonging to the times of the Tamil princes are either not prefaced by any such exordium, or by one in a style entirely different. The title Pándiya-Shózha I have seen no where else; one of the Shózha princes, after a temporary conquest of a part, or the whole of the Pándiya country, assumed that of Parácrama Shózha-Pándiyen.

(2) This date is altogether erroneous—3386 of the *Caliyuga* agrees with 208 of Salivàhana, and the year Viswasa of the cycle of sixty, and 245 of Salivahána, corresponds with Subham, being the 7 from Prabhava the first of that cycle.†

* There is some error in the dates inserted in this document. By adding 78 to 207 of Salivàhana, it becomes 286 A. D. But 245 of Salivàhana, is A. D. 323. W. H. B.

† 208 of Salivahána A. D. 286.

23rd from Prabhava (the first of the cycle of sixty) on Thursday the 21st day of Tai, being new moon, under the constellation A'ruddrá, the *Yógam* Sub,hanáma and the *Caranam* Bálavà, and at the sacred hour of a solar eclipse, in Jembu-dwípam, in Bhárata-candam, in the victorious Tondamandalam, in the country of the holy city of Cánji, in the (3) kingdom of Chandragiri, in the peninsula of Dandacáranyam, in Paravei Nádu, in A'neicattu Cóttam, in the Cuccala Pattu, on the east of the *St,halam* of Agastíswarer, to the south of the *St,halam* Ambalaváner Tiruválancádu, to the west of Vasilingíswarer at Terupáshùr, to the north of the *St,halams* of E'gámbaravaner at holy Canji; in the centre of these are the *St,halams*, called Begulâranya-puram, Caliyugápuri-pattanam, Tarcapuri, Vápapuri Nadanapuri, and Maduvilágam, and among these great *St,halams* is Tiruválancádu, the original station of Chidambarraíswarer, where Dacsha with the head of a ram having worshipped Tiruvùríswarer and the goddess Dévagiri-rája-canni, obtained salvation. Here Parvata-verdani worshipped U'namarttíswarer, and obtained salvation; here Shózha Mahàrája consecrated Shóléswarer; here Ganga-baváni worshipped Gangádara-íswarer and the goddess Móhanavalli, and obtained salvation; here, while concealed in the forests on account of the oppression of Súrapadmà, the gods worshipped Tirthàríswara and the goddess Tripurasundari, then the god appearing removed their fears and sent Subramanya Swámi, who killed Súra, and in order to expiate that sin worshipped Guhanâtha-íswarer and Cumara-camalácshi; here Tirumarbazhagíswarer and the goddess Maracadavalli were worshipped by Brahmá, when, in ancient times, he was beaten at the sacrifice of Dacsha; secondly, Gaundala Mahárishi worshipped here thrice in a day and offered to god the fruit which used to fall into his hand when stretched out by him at the time of worship; here the sun, when

(3) This expression shows that this document could not have been written anteriorly to the transfer of the seat of government by the princes of the Vijayanagaram formerly to Chandragiri, before which no such "kingdom" existed: this event took place during the reign of Vencata Déva Maha-Rayer, about S. S. 1516, or A. D. 1594; from the internal evidence of language, &c. however, the period at which this deed was actually written was not, it is probable, much later.

he was beaten at the same sacrifice, worshipped Bána-íswarer and the goddess Pervatavalli, and obtained salvation; here the moon, when he was beaten at this sacrifice, worshipped Soméswarer and the goddess Ratnavalli, and obtained fame; here Cála-bhairava of Cási worshipped Vayivudeiyanat, héswarer and Paravata-verdani; here Dévéndren, when he was beaten at that sacrifice, worshipped Tenùríswarer and the goddess Dévanáthavalli, and obtained salvation; here Yemad hermarája worshipped Yamuníswarer and the goddess A'nandavalli and obtained the dignity of Yema.—To Déva Divácara Bhatter Sevugarayer, and Tiruvùriyappa Gurucal Ayyer, the Ministers (*Sthánicas*) of these twelve stations, Sereimittâr, residing at this place, born in the *gotram* of Sírcaruníga Vámadévamahàrishi, of the *Sùtram* of A'siláya, possessor of the four *Védams*, of the caste of the Shózha-velàn, the son of Mandappa Canacaráyen, the son of Veneítittâr, writes and gives this *Dánapatram :* my own fourth share in the villages of Tercapuri and Madavilágam, and the *Grámamírásu* and privileges of *Carnicam* in the villages of Mahàranya-puram, Gungàdaréswara-puram, Mahàpunnya-puram, Andadévacâ-puram, Accajaya-puram, Anandavalli-puram, Tercapuri, and Murusengei, and the one-fourth of the *Pravertacam* (4) of the villages of Tercapuri and Madavilágam, the *Mirásu* as established in the country and the income arising from the privileges of the *Carnicam*, namely an allowance of five *calams* of grain in the gross produce to the government and the cultivator; one *caruni* (*marcál*) allowed at the time of measuring and removing the grain; one *caruni* of grain in a measured *calam* allowed to the *Puller :* the (5)

(4) A distinction is here made between the *Mirásu* as landed property, and the *Pravertícam*, a joint management of the village; but I doubt whether such distinction ever actually existed and whether they could be transferred independently of each. At present they are inseparable and when the first is transferred, the second is necessarily transferred also.

(5) The signification of some of the technical terms here used is very obscure and express rights which are now obsolete; most of them, however, are particularly explained in the notes on the following documents, which being more modern and of undoubted authenticity, are preferable as authorities.

ground in the village, and that which is set apart on account of it, the wood produced in the forest; dues on oil-presses and on(6)grinding stones ; the whole Mírásu of groves and gardens ; the Mírásu in plantain trees; the one-sixteenth on every *cash* received as interest ; the betel given in the village ; the Mírásu in the pagoda ; the (7) cloths presented by the officers of government ; the Mírásu from weavers and other trades and professions ; the share in the *Punjei* likewise, in the produce from the common land, in the *Nanjei* and the *Nátangàl ;* the Mírásu in the *cuppams* which the inhabitants may hereafter build; the share in the distribution of water; one-sixteenth of the amount received from those employed in digging wells, building pagodas, and raising walls ; the Mírásu in the fair ; the Mírásu given by the oil-mongers ; the Mírásu given for drawing deeds ; the Mírásu on shepherds ; the Mírásu on shops ; the right to fold the cattle of the village in rotation ; a share in the distribution of fish, and the Mírásu thereto belonging ; all Mírásu right that now exists or that hereafter may exist ; deposits, water, wood, rocks, all existing rights, and all that may hereafter be conferred, all that is productive, and all produce, these, the eight rights of ownership, and all privileges appertaining to the office of *Gráma-canaccu*, are given with *tila* and water to Déva Divacára Bhatter Shevugaráyer and Tiruvùriyappa Gurucal Ayyer, the ministers of worship in the holy places of Siva at Tercapuri and Madavilágam and in all other where prayers are jointly addressed to Silanát,héswarer and Giriája-canni, according to the custom established in the country with respect to

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(6) அரைகல் *Areical*, lit : *grinding stones*—public mills exist no where in Southern India, each family grinding and preparing the flour they use ; this tax, therefore, could not have been paid on the working such stones, but in cutting them in the quarry.

(7) *Patchei Vadam*—lit : *a green thong*, signifies a long web of cloth consisting of four or five pieces of lower garment given in presents on festivals and other similar occasions to the inhabitants by the officers of government or of their representatives : the word used in the original to designate the latter, பண்டாரத்தார் *Pandárattar*, from பண்டாரம் *Pandáram* a treasure—a treasure—the treasury—is the Native term which has been superseded by the foreign word திவானத்தார் *Divanottar*, meaning the revenue or financial authority of Government.

the gift of lands; thus standing in the bathing place in the presence of Gangàdaraíswarer and of my Lord Guru, I have made with water this gift of the *Carnica Mírásu* and *Grama-Mírásu*. You shall employ a person to cultivate the one fourth share given to you and to write the village accounts, and, deducting their hire, you are to apply the whole remaining *Mírásu* to the performance of the *Púja* Dipárádanei and Vilvárchanei three times in a day, to offer the *Nivédyam* to the god, to receive what is necessary for your subsistence and continue in the enjoyment of the gift; to this there is no obstacle; if any obstacle arise, I will stand forth, remove it, and establish you as the head.—Thus you and your descendants shall enjoy this in succession as long as the sun and moon endure. Acásàvani, Búmi Dévi, the protectors of the eight corners, the moon and the sun, are the witnesses to the execution of this deed of gift. These are in the hand writing of Sireimittàr. We Pásálei Ammeiyappen and Manavùr Ambalavàner know this. Thus was written this deed in the presence of Silanáthéswarer and the goddess Girirája-canni, and standing in the water running from Gangàd,haréswarer and forming *sancalpam* (determination as to any religious act), I delivered *tila*, water, and the deed of gift to Tiruvùriyapper with the knowledge of the witnesses Acásaváni, Búmi Dévi, the sun and the moon.

A Verse in Sanscrit.

The protection of that which has been given by another is more meritorious than one's own gift, and by seizing that which another has given, one's own gift becomes fruitless.

This is the hand writing of Sireimittàr.

We the witnesses belonging to the village know this—namely, Sámavédi Dherma Síva A'langader B,hatter—Yajurvédi Silambunat,ha B,hatter—Rïgvédi Rámà Bhatter—Nilacant,ha Bhatter—the Son of Tercamohanavalli, the dancing woman of the temple of Silanat,héswarer and the goddess Girirája-canni—A'nandatercan, the son of Tercánanden, of the *Gótram* of Virabáhu, the follower of Scander, the bearer of the spear and the establisher of power—A'langáden Silambunáda Grámini—Gangàdararája A'vattána Pandáram—A'tcódi Pandáram—Eleicádu Mahálinga Nayinàr of the *Gótram* of Súdarishi and the *Sútram* of Bód,háyana—Manimanga-

lam Nilacant ha Nayinàr of the *Gótram* of A'ngirada-rishi and the *Sútram* of A'pastamba—Punyam Tiruvengada Nayinàr of the *Gótram* of Gautama and the *Sútram* of A'siláyana:—with the consent of all these persons the integrity of this deed of gift is attested by the signature of the accountant, acting for Srì Mahàméru Sireimittàr, Pillalùr E'gámbara Nayinàr of the *Gótram* of Sudarishi and the *Sútram* of Bódháyana.—May the mercy of Tiruvùriswarer and Gerirája-canni extend to us!—The success of the prosperous Ráma!

REMARKS.

The copy from which the translation of this deed of gift has been made belongs to the collection of Lieut. Colonel Mackenzie; though it has no doubt reference to a real transaction, it is evidently most extravagantly antedated, and, as always occurs in such cases, misdated. The Mírási of these villages and the privileges of the Carnam, it is probable, had been actually granted by the original proprietor, and were held by the Bráhmans, the ministers of the holy places herein mentioned, who, possessing no written memorial of the transaction, forged this document long after the period in which it took place, to commemorate the fact and substantiate their title; this appears the more likely, as, though such a fabrication might support an established right, it never would be made the foundation of a recent claim. Although, however, this writing has no just pretension to the antiquity it claims, the language of it, both as regards style and terms, shows it to be of some age; but, whenever written, it sufficiently establishes the existence of the various Mírási rights it enumerates, as transferable property. Among these rights is the office of *Gráma-canaccu*, or Village Accountant, the privileges of which are bestowed on the Bráhmans, on condition of their employing a person to discharge the duties of it. According to the primitive institutions of the country, there is no doubt but that this, as well as the *Cável-Mírási*, and indeed Mírási of every description, was transferable; but it is to be doubted whether the endowment of a religious establishment with the emoluments derived from it, would be regular or legal. As the Mírási in land could only be transferred to other landed proprietors, the Mírásidars of every village enjoying origi-

nally the right of pre-emption with respect to the lands composing it, and as the office of Carnam in Tondamandalam was, and, in far the greater proportion, now is, held by persons of a particular caste, called from that circumstance *Canicàpilleis*, Accountants, the transfer of the privileges of the Village-accountantship ought by parity of reasoning to have been confined to that caste. So restricted, the transfer could never have been productive of inconvenience, for, as all *Canicàpilleis* are carefully instructed in a knowledge of accounts, the acquirement of which is the specific duty of their caste, the transferree must in all cases have been competent to fill the situation; at the period, however, when this deed was written, the holding of the *Carnica Mirási* by persons not belonging to the *Canicápillei* caste must have become customary, as the grantor, Sereimittàr, who is represented to have been possessed both of this and the landed Mírási, is stated to be a *Velláler*.

THE FOLLOWING DOCUMENT was obtained after this compilation was completed; it is certainly more ancient than either of the preceding, but, as it is intimately connected in subject with those which follow, this place has been assigned to it.

No. V.*

Swasti! Sri! Before the sacred countenance, in the 37th year of Trib húvana Víradéva (1), who was anointed as a hero and a conqueror, having triumphed over the princes of the three worlds, over Madurei, I'zham, Caruvùr, and the crowned head of Pándiyen, in Tondamandalam acquired by conquest, and in the Amùr Cóttam, by the favor of (the god) Adisandéswarer Déva, in the temple of Subrahmanya Déva, in Tiruvizhichilùr, appropriated to the gods and the Bráhmans *(Dévadánam, Brahmádéyam)*; we A'ndàr Telli Náyager, the Chief Priest of the sacred Mahéshwara in this temple; Sembiya-muvénda Vélàn, attached to the sacred service; Panmahéswara Batten (surnamed (2) A'd condavilli-shelvapiràn,) of the holy place in which divine service is performed, and hereditary Priest of S'iva in this temple; Narpatten nayira Batten (surnamed Aj údeiyànnyánamudeiyàn,) (3) of the holy place where divine service is performed, and hereditary Priest of S'iva in this temple; and the Accountant of the temple Tiruvizhichiludeiyàn; the whole of us have sold to the dancing girl and the A'ndàr Carupùrudeiya Nambi, the dancing master in this temple, (a portion of) ground for a fixed price, in the following manner. As the fixed (4) assessment

(1) This prince was the 38th of the ancient race of the Shózha Rájàs, and reigned at a period when their dominion extended over a considerable portion of Southern India.

(2. 3.) These are titles of Siven which his priests take as their surnames; the first signifies, *the giver of happiness and bearer of the conquering bow*: and the last, *the possessor of wisdom and dominion.*

(4) The compound used in the original, from இறை *a tax*, இறுப்பு *a payment*, is equivalent to *tirvei*, and is now occasionally used for it. This proves that money assessments were not unknown in the time of

* Probable date about 995, A. D.—W. H. B.

in the village of Tiruvizhichil, the sacred property of (the god) Pilleiyàr, is an assessment payable to the revered and prosperous treasury, (5) the land we have sold and delivered to these persons, Adeicádu, in the wet-land of the great tank, is (6) called 80 *Cásu*; (the several pieces named) Attishetpada-shéru, Arpudacútten-shéru, in the western wet-land, the salt producing (*land called*) (7) Pavusáni, Nirodú-tazhuvel and Sirpà-cuzhuvel, being *Cuzhi* 2000 (assessed at) 80 *Casu*; (those named) (8) Talcisaripána-tiruvudei-nambi, Cottamán, Cuditángi, Sivanáden, and

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the Tamil kings; though, as the village is expressly stated to be the property of the god, it is possible that this circumstance may have occasioned a departure from the general custom of receiving the revenue in kind.

(5) The original is *Srìpandáram*, which in old writings, as it still does in Travancore, signifies *the royal treasury* or the *revenue department*; *Pandárattàr*, with a personal termination, the *officers of the treasury* or *of the revenue*. In modern times these terms have been superseded by the foreign words *Divánam* and *Divánattàr*.

(6) That is, is called land yielding this amount of revenue, is assessed at this rate.—The word here used, *Cásu*, is now applied to the lowest denomination of coin, 80 being reckoned to 1 *Fanam*; but it means, also, the same as the English word *Cash*, money in general—*Poncásu*, gold-cash, is the Tamil name for the Venetian Xequin. *Pettalcicásu*, copper cash, any species of copper money. The coin called *Cásu*, mentioned in the old Tamil writings, seems to have been the *Carsha* of the Law books, called also *Panam* and equivalent to 80 *Rectica* of copper; if so, its value was the same as the gold Fanam of Tanjore or the double silver Fanam of Madras. The price paid for this land, consequently, was in modern coin 13 Pags. 15 Fans. and the total assessment on the 2,000 *Cuzhi* paying revenue, 7 Pags. 5 Fans. or about Pags. $2\frac{3}{8}$ on each *Ráyaji-cani*. This at present would be rather a high rate for lands lying, as these did, near the Sea-shore and being, therefore, of a salt and sandy soil.

(7) A few letters are here illegible in the original, which ought probably to be thus supplied.

(8) All these names are significant; some ludicrous incident seems to have given origin to this, which signifies *(the field of) the worshipper of the goddess of fortune with his head downwards.*

Pattavirutti, being *Cuzhi* 1640, making a total of (9) *Cuzhi* (3640 *or*) $2\frac{1}{36}$; this two and one-thirtieth (*cáni*), together with the salt-pans, the bank to the east, and the home-steads, we have peremptorily sold to be the property of these persons, (the dancing girl) and dancing master, with the consent (of the officers) of the prosperous treasury, at a proper price, being *Càsu* 300 : we have sold it for these three hundred *Càsu*, being the fixed price, and have caused a stone (recording the act) to be engraved. To the lands the water must flow without altering the custom ; the waters must flow from the inundation and from the river Cóttenāru. These (10) having consented, we the principal persons of this temple have caused a stone to be engraved (to this effect) and delivered (the ground) to the dancing master Carupùrudeiyár Nambi.—Thus (I have given) these. The signature of Tilli Náyagen.

Thus (I have given) these—The hereditary priest of Siva in this temple ; (surnamed) A'd con davilli-selvapiràn.

I know these—The signature of Nárpatten'nayira Batten, the minister belonging to Mambácam.

Thus (I have given) these—I Nīricuperiyàn know it.

Thus (I have given) these—the signature of Shembiya-múvénda Vélàn. (11)

Thus (I have given) these—the signature of Tiruvizhichilùr-udeiyàn, the Accountant to the temple.

Thus I know these—Tiruporiùr Narpatten'nayira Batten.

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(9) This total, supplied by adding together the preceding sums, is illegible on the rock. The denomination of the larger measure is not stated in the original ; but reckoning 100 square feet to a *Cuzhi*, it will be found to be the great *cáni* of 172,000 square feet, which still prevails in many places.

(10 This includes all the parties previously mentioned ; among whom it will be observed are the officers of the royal treasury, whose consent was necessary to legalize the transfer of the land.

(11) This man, or one of his ancestors or predecessors, signs a deed, engraven on the rock at Mamallapuram, recording a grant of land to the god Varáhaswámi worshipped at this place, within the bounds of Tiruvizhichilûr ; here " Amur Náttu" is prefixed to his name, implying probably that his family held the office of *Náttàn* in this district. *Vélàn* in old writings is the same as *Vellàlen*.

Thus I know these—Murichettu Náráyanen of Sīrudavùr.

I Vélán of A'mùr Nádu know it.

Thus I know these—who am Curobitóneiya Batten of Paiyenùr.

Thus I know it, who am Mavindicūri Naráyana Batten of Paiyenúr,

Thus we know it, who are the *Stánicas* of the temple.

I, Péruvámadi A'neican'nen, Amer-kizhaven (12), know it.

REMARKS.

The original of this ancient deed was discovered by Lieutenant Colonel Mackenzie on a natural rock lying before the site of the Pídári-cóvil or temple of the village goddess, now dilapidated, within the bounds of Sáluven-cuppam, about five miles to the north of Mámallapuram, now corruptly called Mávelipuram or Mahábalipuram, and by Europeans the Seven Pagodas. The translation has been made from a copy taken from the original, under my inspection;—it is I believe substantially correct, though, from the antiquity of the letters and the faint manner in which they were traced on a rough stone, verbal errors of minor importance and which cannot affect the general sense, may exist in it. This inscription is written in the high or ancient dialect of the Tamil language, and in a character composed of the old Tamil, which differs considerably in form from the modern, intermixed with Grant'ham when Sanscrit terms occur: these circumstances afford strong proofs of its authenticity and this is further corroborated by the situation in which it is found, which never could have been chosen for the purposes of forgery. At the time the inscription, which cannot now be read without removing many feet of sand, was made, the rock which as these are the situations in which the temple of the tutelary Goddess is invariably found.* At present it lies on the open beach, at a considerable distance from Saluvencuppam, which, as its name implies, must have been a hamlet to the original village, Tiruvizhichilùr, which, together with the temple of Subrahmanya, it is probable has been destroyed by the encroachment the sea has every where made on this part

(12) This appears to be a military title, as the first member of the compound means *war* and the second *an elder, chief.*

* Sic in orig. The omission cannot now be supplied.—W. H.

of the coast.—The year of the reign of the monarch, one of the Shózha Rájas, being only mentioned in it, the age of this document cannot be directly ascertained, but it may be circumstantially inferred with sufficient accuracy to answer the purposes of this compilation. There are both at Mamalla-puram and in the temple at Tirucazhicundam in the neighbourhood, many inscriptions, which similarity of language and character, shew to be nearly of the same age as this document. With one, engraved on the face of the rock on the western side of the hill, near one of the caves which is now built up and converted into a temple dedicated to Varáha Swámi at Mamalla-puram, it has been particularly compared and has been found to be in all respects similar, except that the characters are more defaced and appear, therefore, older, though this may arise from their having been more exposed to the weather. The first legible sentence of this inscription is,

——மல்லனையஞ்சுவித்துஅவனயானையுங் குதிரையுங்கை
கோண்டுவிஜயாஹிஷேகஞ்செய்து வீராஸிஹாஸனத
துவீற்றிருந்தருளிய கொபகரி கெசரிவர்மற்கான உடை
யாஸ்ரீராஜெந்ரவெரகு ஆண்டு ஒன்பதாவது ஜயங்
கொண்ட சோழமண்டலத்து ஆமூர்கோட்டத்து ஆமூர்
நாட்டுநகரமல்லபுரமானஜநநாதபுரத்துநகர

—— *having terrified Mallen and taken his elephant and his horse, and having performed the ceremony of anointment for victory, Coparicésari-panmáren Ud'eiyàr* (13) *who had joyfully ascended the throne*

(13) A prince under this title, and probably the same, is mentioned in inscriptions engraven on the walls of the Pagoda at Tiruvottiyúr, situated immediately to the northward of Madras ; the title here taken, Udeiyár, *possessor, owner, chief*, still borne by the Cartar of Maisùr and others, shows him to have been a feudatory of the Shózha Râja, under whom he appears to have governed the province of Tondamandalam, which is usually distinguished by the title சயங்கொண்ட *acquired by conquest*, no doubt because it was the first conquest made by the people of Shózhamandalam. Mallen, whose defeat is here recorded and after whom the place is named, was one of the expelled Curumba princes, and this event, therefore, must have taken place long before this grant was written.

in the ninth year of Srì Rájéndra Déver, in Shozha-man'dalam acquired by conquest (Tondaman'dalam), in the A'mùr Cót'tam, the A'mùr Nád'u, in Nagar (the capital) Malla-puram, otherwise called Jenanága-purattu Nagar.

Now the poet Camben, the translator of the Rámáyanam, is known to have finished this poem in the time of the prince here mentioned, Rájéndra Shózhen, and he has recorded in the following verse at the commencement of his work, the date on which it was finished.

எணணிப சகாதத மேணணூற நேழின மேற சடையன வாழவு
நணணிபவெணணெநலலூரதனணிலேகமபநாடன
பணணியவிாமனகாதைபபகுனியதத நாளிற
கணணியவறிஞரமுனனேகவியரஙகேறறிஞனே

In the year of the Sacam 808 (A. D. 886) in the village of Ven'nci, Nellùr, where flourished Sad'eiyen (a great farmer and the patron of this poet), Cambanád'en presented the history of Ráma, which he had composed, in the assembly of learned Critics, in the month of Panguni, and on the day (when the moon entered) the constellation Atta.

From a tolerably correct list of the Shózha Rájas now before me, it appears that Víra-déva Shózhen (Tribhúvana being only a title) the prince mentioned in the present document, was the fifth in succession to Rájéndra Shózhen ; which, at 18 years to a reign (a period deduced from the examination of many lists of Indian Kings), brings the commencement of the reign of the latter down to about Sálivahána Sacam 880 (A. D. 958), to which the number of years he had ruled when this deed was executed, 37, being added, the probable date of it appears to be S. S. 917, or A. D. 995. The English Dooms-day book was formed a few years after : landed property must have been established in Southern India at this time, at least, as firmly as in England.

ALL THE SUCCEEDING DOCUMENTS relate to transactions regarding land, which have actually taken place at periods more recent or more remote, in the province of Tondamandalum; many to occurrences in the immediate neighbourhood of Madras.—It must be observed that the Tamil people consider the institutions of this district respecting the holding of lands, as more perfect, that is, more favorable to this subject, than those of any neighbouring country; this circumstance is alluded to by mang writers of celebrity, and among others by the Iratteiyer, two Poets of some eminence, who composed their works jointly. The following quotation, from one of their works, intitled, Ecámbreswara-padicam, எகாமபதெசுவரபதிகம, *forms part of a verse, in which a variety of things, places and persons, each renowned for superior excellency in its kind, are enumerated; the remainder of this verse is not translated, as it would require, to make it intelligible a length of annotation, which would be here wholly misplaced.*

பாணியிற சுங்கைதனி மலையினிறகயிலை மலைபாரழகினிற
றணடகம

பழமொழியிலெளவை சொலலரசரிற சேரமானபதியிற
சிறியதொணடன

காணியிற றெணடையாமபுகழில வேளாளரபுகழானமு
ஊயினிறபாரதன

Among waters, the Ganges; among mounts, Cayleimalei (the abode of Siva); among the beauties of the world, Tan'dagam (Ton'da-man'dalam);

Among the authors of ancient sayings, the words of (the poetess) Auveiyàr; among princes, Sheramàn; in religious zeal, Sirutton'den;

In institutions regarding landed property (*cáni*), Ton'dei; among cities, Cánji; in renown, the Vel'lal'er (agriculturists); among all brought up on the knee (children), Bagìraden.

The first one of these deeds has been received from the representative of the Family of Tidéti Narsam B,hatt, therein mentioned, and as they all relate to lands in the village of Etchùr, near Canjipuram, or the neighbourhood, they have been classed together.

No. VI.

On the 1st of A'di in the year Plava (A. D. 1661), this *Pangu-manei-sudha-craya Sásanam* (or Deed of final sale of a share of land) was executed to Avudáni Ayyer, the son of Tidéti Rághava Batter and his parceners living at Agaram Etchùr, by Yéllam Batter the son of Tidéti Atchana Batter living at Agaram Sirumáncádu, commonly called Timmápuram : That is to say, one moiety of the village of Vengáyelápádi purchased by Tíruvanád ayyer was sold to me, and now on account of my necessities, I sell half of it to Avudáni Ayyer of Serumàncádu for 11 Star Pagodas of Madras ; for these eleven Star Pagodas you are to enjoy this moiety of a half share, which has been transferred by final sale, and you are entitled to enjoy it with the (1) *collei*, (2) *mand-varei*, (3) *cazhani*, (4) *ulmanei*, (5) *para-manei* appertaining to it :—you are, moreover, to enjoy all treasure trove, deposites, waters, rocks, all privileges that now exist or that may be hereafter conferred, and others the eight rights belonging to it :—also, the (6) *mávadei*, (7) *maravadei*, (8) *checcu-muttei*, (9) *tari-cadamei*, the (10) *manda-varisei* and every thing belonging to one moiety of this half share shall be enjoyed by you, your sons and grandsons, who may bestow it in gift or sell it :—you are, moreover, to have (11) *ara-nìr* and (12) *morei-nìr*, appertaining to this moiety of half a share in such

(1) Home stead.*

(2) Rent of plots of ground occupied by persons not Mirásidars in the *Nattam*.

(3) Fields of wet land.

(4, 5.) Inlands and outlands.

(6) From மா, *a beast* and அடைதல *to obtain, possess*, game of all sorts.

(7) From மரம *a tree*, and அடைதல, woods of all kinds.

(8, 9.) Dues from oilpresses and looms.

(10) The right to have the flocks of the village folded on the lands of every proprietor in turn.

(11, 12.) Waters the use of which is unlimited, and those the supply of which is governed by fixed rules : see the last of this series of documents.—Many of the terms which here occur are more fully explained in the following translations.

* Commonly called " back-yard."

places as you require, and enjoy them under this deed of final sale, like the other inhabitants of the village.—There exists no claim contrary to this deed of sale ; if any arise I will stand forward and get it decided. Mistakes in wording, interlineations and erasements in this deed are not to be attended to.—Thus I have executed this deed of final sale of land by my free consent, and thereupon Yellam Batter pronounced O'm ! to Avudáni Ayyer and his parceners.—The integrity of this deed is attested by the writer, Nallan, the Gold-smith. The money mentioned in it was paid thus ;

Paid to Enáyet Khàn Saheb, Pagodas	7¼
Paid to the Náyiker	3¾
Total	11

Witnesses

YELLAPA VENCATA,
VARADAYYER SUBBAYYA.

REMARKS.

From this and the following documents it appears that the village of Etchùr was held in *Arudi-carei*, as is the case generally where Bráhmans are the proprietors, the shares being transferred by private agreement and the deeds executed by the transferrer only, not jointly by all the Mírásidars.—This deed is not so formal as the first of those in the following series belonging to Tandéiyárpett : it is, however, clearly divisible into eight heads, namely,—first, year and date ; secondly, declaration of the property and the price at which it is sold ; thirdly, investiture of the property in the purchaser ; fourthly, engagement that the property is clear, or that it will be cleared by the seller ; fifthly, provision against errors ; sixthly, declaration of the execution of the deed by the seller ; seventhly, attestation of its integrity by the notary ; eighthly, acknowledgment of the payment of the price.—It will be generally observed, that though the heads into which such of the bills of sale in this collection, as are drawn with tolerable accuracy, differ in substance in each, they are the same in number ; thus this document and the first of the next series each consist of eight : I

know of no declared rule for this, but as technical arrangements of this kind are not formed by chance, one must have existed by which the notaries were guided.—With the exception of special terms the style of this deed and the others in this series is modern, few instances of antiquated phrase occurring. In most the year of the current cycle only is mentioned, and the corresponding year of our era, therefore, is stated on the authority of the family to which they belong.

No. VII.

On the 5th day of the decrease of moon in the month of A'shádham in the year Pingala (A. D. 1676), this *Suddha-craya-patram* (or final deed of sale) was given to Narsam B hatlu, the son of Tídeti Rag,hava Bhatlu, and his parceners, living in the village of Vencatàpuram, commonly called Agaram Yettsùr, by Perumalayya, the son of Varada Yellam Bhatlu, of the same village :—that is to say, half a *cáni* of land, being part of the $\frac{3}{4}$ *cáni* which we purchased from the *Nangùriwáru*, called Cambamtâladi, lying below the Tank of Peyyacheruvu, near the eastern division of the north line on the channel called Yemberumánáru-cannáru, to the north in the first *cáni* situated on the border of the channel called Ráya-cannáru, is now, on account of my necessities, sold to you for 4 Pulicat Pagodas and you are to enjoy it : you are to receive water from the two Tanks for this half *cáni* or one eighth share.—You, your sons and grand sons are to enjoy all treasure trove, deposites, waters, rocks, and all privileges that now exist or that may hereafter appertain to this one eighth share. This half *cáni* is two and a half (1) *mávu*, you are to enjoy every thing belonging to this two and a half *mávu*, and I agree to have all disputes that may arise respecting it, first or last, adjusted. This deed of sale is given by my free consent. This deed is given by Perumalayya the son of Varada Yellam Bhatlu, to Tideti Narsam Bhatlu and his parceners, and has been drawn with their consent by Gauravaram Singari.—

(1) *Má* and *mávu*, is the twentieth part of any thing : villages are frequently divided in twentieths and the extent of each person's share is expressed by saying it is such a part of a *mávu*, or it contains so many *mavus*. In this instance, as half a *cáni* was $2\frac{1}{2}$ *mavú*, the whole cultivable lands of the village was only 4 *cáni*.

The receipt of the amount mentioned in this deed was in this wise; I received the balance due, giving credit for the money formerly received by me from Penuconda Rághavayya on account of a (2) *Bhógyam* bond passed by me; thus the amount mentioned in the deed was received.—Mistakes in wording in this bond are not to be attended to:—you and your posterity are entitled to enjoy this half *cáni* of land and to transfer it by gift, mortgage or sale.

WITNESSES.

Vencatapati.—Crïshnam A'chárya lu.—Abbá Batlu.

The signature of Dugarádzu Vencatapati Perumálayya.

REMARKS.

This deed does not differ in substance, nor much in form, from the preceding, though the arrangement of the several heads is not exactly the same. In this and other deeds of this series, though the language is Telugu, many of the terms used are Tamil; thus వుల్లిట్టారు *Vul'lit'táru*, which I have generally rendered *Parceners*, stands in this document as the representative of the Tamil உள்ளிட்டார் *Ul'lit'tár*.

No. VIII.

In the Angirasa (A. D. 1752) on the 5th A'di, this *Sudd,hab hógyam* (deed of entire enjoyment) was given to Tídeti Narsam B,hatlu living at Vencatàpuram, commonly called Agaram Yettsúr, by Perumalayya, the son of Sammóhini Varada Yellam Bhatlu: on account of my urgent necessities, I have borrowed of you two and a half Pulicat Pagodas, for which I have mortgaged to you one quarter *cáni* and odd (3) *guntas* of land, being

(2) This term which literally siginifies that which is to be enjoyed, is given to that species of mortgage in which the produce of the land pledged is *enjoyed* in lieu of the interest on the sum lent.

(3) This word is used here for the Tamil measure *Cuzhi*; the Telugu *gunta* which varies considerably in different districts, is always greater than this. The *cáni* mentioned in this and the earlier deeds in this collection is, probably, that which bears the name of Coneri Ráyer; it was measured by a rod of 36 feet, 100 square rods being one *cáni* or square feet 129,600, equal to 2 *cánis* 6 *manei* of Ráyaji.

the northern part of my half *cáni* in Yátàm-pattada, situated at the foot of the Tank of Peyyacheruvu, and, also, half the well with the *Picotas* :—you are to enjoy these in *Suddha-b ḥógyam* for this two and a half Pulicat Pagodas, and you are to receive two turns of water from the Tank for this $\frac{1}{10}$ share. If you pay the tax, I shall pay it back to you with interest at the rate of $\frac{1}{4}$ Fanam for every ten Fanams, and redeem it ; at the time of redemption I agree to receive the land in the state in which it shall be after the crop is reaped. This deed of *Sudd ḥa-b ḥógyam* is given to Narsam B hattlu by Sammôhini Varada Perumàlayya by his free consent.—Mályavantam Vencatapati and Puránam Rámánji Ammayya are the witnesses, with whose knowledge this deed was drawn by Gauravaram Singari.

REMARKS.

The word *Sudd ha, clear, entire*, prefixed to *Bhógyam, that which is enjoyed*, the proper term for this species of mortgage bond, indicates that the *entire eujoyment* of the land and that the whole produce of it is given up for the consideration stated :—no time for redemption is fixed and it may, therefore, take place whenever the mortgager can repay the sum advanced, saving that, according to one of the provisions of the deed, it must be at a period when there is no crop upon the ground. Such a mortgage cannot be foreclosed.

No. IX.

In the year Dhátu (A.D. 1696) on the 15th Márgazhi, this *Sudd ha-craya Sásanam* (or deed of final sale) for land, was given to Narsam Battar, the son of Tídeti Rágava Batter, living at Vencatàpuram, commonly called Agaram Etchùr, by Yellam Batter, the son of Varada-perumàl Ayyer and his parceners living at Agaram ; on account of my necessities I have sold to you the half *cáni* and odd *cuzhi* of land belonging to my share, situated to the north of the Rayacannàr channel and south of the *Cável-mányam* of the *Náyaker*, and formerly purchased by me of Pilleiyàr Mudeliyàr, and have received from you four Pulicat Pagodas and seven Tiruvádi Fanams for it : you are, therefore, to enjoy this half *cáni* and odd

cuzhi for the sum of 4 Pagodas and 7 Fanams, like the other inhabitants in the village, and you are to receive water from the two Tanks for any spot you may require in your half *cáni* and odd *cuzhi* ; you are to enjoy the rights regarding game, wood, (1) the folding of flocks on your land, dues from looms and oil presses, and all others appertaining to this one eighth share ; you are, moreover, to possess all treasure trove, deposites, waters, rocks, privileges now existing or which may be conferred, and others the eight rights of ownership.—There is no claim to this land ; if any arise, first or last, I will stand forward and get it settled.—The amountof the money received stands thus : the sum of Fulicat Fanams 4 which was inspected by Ettan the Gold-smith, and that formerly paid on the assignment of this land was Pagodas 4 Fanams 3, total Pagodas 4 Fanams 7, which has been received. Narsayyen and his parccners, to Varada-perumàl Ayyen and his parceners Om ! The integrity of this deed is attested by Ettan the Gold-smith.

REMARKS.

This final bill of sale does not differ from others of the series, except that, following on a previous mortgage, the circumstance is alluded to, in acknowledging the receipt of the price of it. By the preceding deed one *cáni* and odd *guntas* were mortgaged for two and a half Pagodas, and the remainder must afterwards have been mortgaged, as the receipt of 4 Pagodas 3 Fanams is acknowledged, an advance which nearly equalled the value of the land, the whole price settled for it being only 4 Pagodas 7 Fanams. This mode of successive mortgage and final sale to the mortgagee is very common wherever Mírási right exists.

No. X.

Be happy ! in the year Chitrabánu, following the year 1684 (A. D. 1762) of the prosperous and victorious Sálivàhana, (A. D. 1762),

(1) In the original there is a repetition here, *Mandei varisei, the turn in folding flocks*, and *Mandei morei, the custom respecting flocks*, being both used, though they designate the same thing, namely, the right of the Mírásidar to have the flocks of the village folded in turn on his lands for the sake of the manure.

on Wednesday the 4th day of Chitrei, being new moon, at the sacred hour of a solar eclipse :—to Narsam Batter the grandson of Tídeti Narsam Batter and son of Sésham Batter of the *Sáchhà* of the *Yejurvédam*, the *Sútram* of *A'pastambha*, and the *Gótram* of Casyapa, and his parceners, Muttu Grámini the son of Shinnandi Grámini and his parceners, and Nella-muttu Grámini, the grand son of Nellandi Grámini and son of Shinnandi Grámini and his parceners of the *Gótram* of Sadíratta, residing in the village of Sandei-véllúr, jointly give this deed of *Bhú-dánam* for one eighth share in our village Sandei-véllúr: that is to say,—at the sacred hour of a solar eclipse, we grant you with gold and water, one eighth share out of the shares of our village, Sandei-véllúr, in the *Magánam* of Etchúr, in the province of Shencalpett (Chingleput) in the presence of the Deities Etchúr Márcandéswara and A'dicésava Perumàl.—We have given this one eighth share, lying within the boundaries on the four sides of our village. You, and your descendants are entitled to transfer this one eighth of the village, by gift, by mortgage, or by sale, and to enjoy it as long as the sun and moon endure. You are entitled to enjoy all treasure trove, deposites, waters, woods, rocks, that which is established and that which shall accrue, all produce and all productive, the eight privileges of ownership.—Thus we have drawn and delivered this *Bhú-dána Patrica* by our free consent.

SANSCRIT VERSES.

" (1) That which one gives in charity is doubled by protecting that given by others ; that which one has given is rendered fruitless by seizing that given by others.—Between gift and the protection of that which has been given, protection is preferable to gift ; heaven is obtained by gift, by protecting that which has been given an exalted station from which there is no descent."

The sacred witnesses to this are the moon, sun, Adicésava Perumàl and Marcandéswarer. The integrity of this *Dánapatram* is attested by the *Canaccu* Appayen.

The marks of { MUTTU GRA'MINI. / NALLA-MUTTU GRA'MINI.

(1) The last of these verses is the same that is quoted in the Canarese deed of gift, No. 2, and is frequently found in similar documents.

Witnesses.

AMMAYAPPEN, the village *Canaccan.*
MUTIYA'LU NA'YACAN, the *Túkiri* of Sandeivélùr.
Cavalavedu BASHYAM.
VENCATA RA'MAYYER.
CANDEN OF SIRUMANCA'DU.
MUTTU CUMAREN.

REMARKS.

This is a good specimen of the *Bhúdána-patram*, or deed of gift of land: its subdivisions differ somewhat from those of the bill of sale, and they are, therefore, enumerated—first, year and date—second, declaration of the givers, the receiver, and the thing given—third, particularization of the latter—fourth, the investiture of the receiver in the gift—fifth, denunciation of those by whom the gift shall be voided—sixth, attestation of the integrity of the deed by the notary—seventh, execution of it by the givers.—This and the following document afford specimens of one of the modes by which the Mírási has passed from the original holders, to Bráhmans and others, strangers in the land; by this deed of gift the Mírásidars vest in the Bráhman, Narsam B hatter, $\frac{1}{8}$ of the village, and by the following bill of sale he obtains possession of an additional $\frac{1}{8}$; thereby becoming the holder of $\frac{1}{4}$ of the whole proprietary.

No. XI.

In the year Subánu (A. D. 1763) on the 4th Paratási, this (1) *Gráma-craya-sásanam* (deed of sale of a village) was executed to Narsam Batter, the son of Tídeti Sésham Batter and his parceners residing at Vencatàpuram, commonly called Agaram Etchùr, by Muttu Grámini, the son of Shinnándi, and his parceners residing at Sandavélúr, and Nulla-muttu Grámini, the son of Shinna Shinnándi Grámini and his parceners.—That is to say, deducting

(1) The term *Gráma-craya-sásanam*, as contradistinguished from *Nila* or *Manei-craya-sásanam*, implies the transfer of the Mírási right, and is applied to the sale of the whole or any part of a *Grámam* or Township.

the one eighth share which was formerly given to you as *Dánam* in our village, Sandavél úr, there remain seven eighths, and now owing to our necessities, we have sold to you one eighth from this and received ten Star Pagodas from you: for this sum of ten Pagodas we have executed this deed of sale for this one eighth share, and you are, therefore, to enjoy it, together with all game, woods, dues from oil-presses and looms, rotation in folding flocks, (2) *eravari*, (3) *aranìr*, (4) *moranìr*, (5) *etchóru*, and all treasure trove, deposites, waters, rocks, established privileges, and those that may hereafter be conferred, all productive and all produce, the eight rights of ownership appertaining to this share, shall be enjoyed by you, your sons and descendants, as long as the sun and

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(2) From ಇಱ್ಪು *tribute due*, and ಅಪಿ *rent*: the compound means all dues in money receivable by the Mirásidars from Paracudis, &c.

(3. 4.) These terms are commonly explained to mean water which is allowed to be taken from small tanks, wells, &c. without limitation, and that of which the supply from large reservoirs is governed according to time and season by fixed rules. There is, however, another interpretation, given to them, in conjunction with a third term, which is thus stated:—*Aranìr*, Water allowed to flow in greater or less quantity in proportion to the abundance or scarcity in the reservoir, usually from the commencement of June to the end of August:—*Perunìr*, Water allowed to flow without limitation during the heavy rains of the north-east monsoon and for some time afterwards, from the beginning of September to the end of March:—*Moranìr*, Water allowed to flow in turn and for a fixed period every day to the fields of each cultivator, from the beginning of April to the end of May.—The beginning and ending of these periods are stated generally; they depend actually on the forwardness or back wardness of the season.

(5) From ಕಱ (the final ಅ being under the usual grammatical rule converted before ಕ್ to ಪ್) and ಪಗಿರ್ಪು *boiled rice*:—it is the same as the *Nal'padi*, or daily batta paid to persons deputed on any account to the village by the Officers of Government, except that the latter is given to Peons or others of pure cast in money or *raw* grain, and the former is an allowance made to *Taleiyáris*, or *Tukiris*, who are generally *Pareiyer*: a collection is often made on these accounts from the Inhabitants, and if not disbursed is divided among the Mirásidars.

moon endure. There exists no claim to this share, and if there be any, we will stand forth and have it decided.—This deed of sale is given by our free consent.

Mark of NELLAMUTTU GRA'MINI,

Wittnesses.

ETCH'UR SUBBAYYA,
NARSAYYA,
AMMAIYAPPEN the village Accountant.
MA'TT UR SUBRAMANEYA *Chetti*,
Cannacu PERIYA PELLEI of ETCH'UR.

With the knowledge of these the Village-Accountant Ammaiyappen attests the integrity of this deed.

REMARKS.

This bill of sale is correct in form, but its principle value is the instance it affords, in conjunction with the preceding document, of the gradual manner in which the Mírási has passed from the original proprietors.

THE FOLLOWING DOCUMENTS relate to the transfers of land at different periods (from A. D. 1720 to 1773) in a village, Tondeiyârpett, (lying immediately to the North of the Town of Madras,) and are therefore classed together.

No. XII.

(1) Let happiness attend the great and prosperous lord of the earth, ruling like Menu; the hero terrible in war, fierce as the fire, and armed with a bow like the wind; the speaker of truth and lord of the three (2) princes, the subduer of every country he beholds, who never relinquishes the country he has subdued; the spoiler of

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(1) This exordium or a similar one occurs in all royal grants and many private deeds, those especially as were considered of sufficient importance to be recorded on stone or copper, executed during the reign of the Vijayanagara kings, but mere bills of sale are not customarily drawn with such formality:—this, however, must depend on the qualifications of the Notary whose office is performed by the *Gráma-Canaccan*, Village-Accountant, and it will be observed from this and other specimens that the persons who were accountants of this village, Tondeiyârpet, Guruvapa and his son Padavan Pellei, at the period when this deed was written, were remarkable for strict attention to established forms and technical language.

(2) *Aswa*, *Gaja*, *Narapati*, the Lords of Horses, of Elephants, and of Men, the titles by which were known the three powers who four hundred years ago divided between them the south of India. The *Aswapati* were, first the Mohammedan dynasty of the Bhamanis established at Calberga, and afterwards the several princes of that faith who shared among themselves the sovereignty of the Deccan. The title of *Gajapati* was given first to the Hindu princes of Telingana who reigned at Orucalu (Worungole) and afterwards descended to the kings of Oddiya at Catac, who annexed a considerable portion of the territories of the former races to their dominions. The prouder designation of *Narapati* was arrogated by the *Ráyer* of Vijaya, or, as originally called, Vidya Nagara (Bijanagur). Or the three princes may mean the Tamil *Mû-vénder*, *Shéra Shózha*, *Pándayen*.

the country of his conquered foes, the (3) spoiler of Catacam; the lord of the capital Calyánapuram; him who strikes with terror the eight corners of the globe; the inflictor of punishment on bad and protector of good men; the destroyer of the forces of the (3) *Tuluccar* (Mohammedans) and the represser of Mahommedan pride; the destroyer of the (3) Oddiya forces and the represser of their pride; the king of kings, the supreme Lord of kings, the sun among the kings, (4) 'Srì Víra-pratápa Vira-Singára Rájica-Déva Mahárâyer, the lord paramount of the northern, southern, and western seas, having hunted elephants, (5) in the year Sárvari of the cycle of sixty, following the year 1642 of the era of Sálivâhana (A. D. 1720), on Sunday the 21st of A'ni, under the lunar constellation Barani, on this day this *Sásanam* was written: Arjuna Mudeli, the son

(3, 3, 3.) From the long wars carried on for centuries by the Vijyanagara princes with the Mohammedan kings of the Deccan, and the Rájas of Oddiya, (Oressa), these titles were given to them, by their subjects at least. Crishna-Déva-Rayer at the commencement of the 16th century conquered that part of Telingána, now usually called the Northern Circars, comprehending the ancient provinces of A'ndhra and Cálinga, from the latter dynasty, and compelled the reigning sovereign to bestow on him his daughter in marriage, but it does not appear that he was in possession of the capital, Catac.

(4) This though apparently the name, is intended to designate the dynasty rather than any particular prince; indeed the last of the race had ceased to reign, and the kingdom of Chandragiri, where the Vijayanagara kings finally established themselves, had become extinct sixty years before the execution of this deed.

(5) This is the mode in which the date of all deeds, drawn in that part of the country where the solar computation of time prevails, that is, where the Tamil language is spoken, is or ought to be stated, and, as, when the deed is genuine, it is delivered by the *Panchângen*, Astronomer of the village, from the Almanac of the year, it affords the means of ascertaining its authenticity; for, if the year of Sálivâhana and of the cycle of sixty, or the day of the month and the lunar constellation disagree, the deed should be rejected as a forgery. It is true a deed may be forged when this disagreement is not discernible; but this will not frequently be the case, for unless assisted by a professed astronomer, the best informed of the Hindus are liable to gross mistakes in calculating dates a few years precedent.

of Rákiyappa Mudeli, one of the Mudelis of Tandeiyárpet, and his (6) parceners, in the Náyeru *Nádu*, the Puzhel *Cótam*, in Tondamandalam acquired by conquest, in the kingdom of Chandragiri, pronounce (7) *Om !* Having (8) proclaimed aloud in public auction—" Are there any who will purchase one-third of my *Cániyátchi*, being one of ten shares of the village of Tandeiyárpet, including (9) *Manei*, (10) *Nilam*, (11) *Pulam*, (12) *Nir*, (13)

(6) The word thus translated is ಒಳಗಿಟ್ಟಾರ *Ulli'tár*, it means, not merely those possessing coparcenery rights with the principal, but *all in any manner concerned or connected with him*—the Sanscrit term *Dayáda* properly expresses the meaning of the word *parcener*.

(7) This word is repeated in the latter part of this deed on the conclusion of the bargain, between the parties. Whenever it occurs, it implies solemn consent ; but it is disputed, whether it ought to be considered the mystic triliteral monosyllable of the Bráhmans, or merely the third person neuter of the future of ಫಲಿಪು *to adhere, agree, ratify :* the latter seems the better interpretation.

(8) The term here used is ಹರಾಜು, which in the ancient language means *to speak, say, cry out*, but is now seldom used otherwise than to signify the crying of goods in open market, or when put up to auction or *outcry ;* the latter of these words was probably originally a translation from the Tamil, it being matter of history that *outcries* were first introduced into England by one of the former Governors of Madras.

(9) *Manei* means here ground as divided or divisible into lots for building, or small enclosures, or the ground forming the site of the *Nattam*, contradistinguished from the rest of the village :—as a term of land measurement, it is applied at Madras to an oblong space 60 feet by 40 equalling a twenty-fourth part of a *cáni*, this being the extent considered sufficient for a single house.

(10) *Nilam*, land in general ; the whole soil of the village, or that part under tillage in particular years. This word from ನಿಲ್ಲು, *to stand, stay*, means *that which is fixed, permanent, durable.*

(11) *Pulam*, a field of corn.

(12) *Nir*, waters in general, tanks, large and small watercourses, &c. ; or, as here used, a share in all public waters.

(13) *Collei*, which may be rendered *homestead*, is any small enclosure near the house ; the difference between this term and *Pizhácadei*, *backyard*, is that the latter immediately adjoins the dwelling, whereas the *collei* may be at some distance from it.

Collei, (14) *Tópu*, (15) *Turavu*, (16) *Kinaru*, (17) *Cáni-péru*, (18) *Cáni-mányam*, (19) *Checcu-muttei*, (20) *Tarei-cadamei*, (21) *Parachéri* and (22) *Tider Pareiyer*, (23) *Pizhacadei* and all other privileges whatsoever ?"—The words thus proclaimed were heard by Súrappen, the son of Tiruvellapillei Malayappa Mudeliyár of Connùr of the *Nádu* of Ambatùr, of this *Cótam* and *Mandalam*, who answered, saying aloud—"I will purchase."—I, Arjunen, the proclaimer, the son of Rákiyappa Mudeliyár of the *Gótram* of Mayila-kizhàn,

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(14) *Tópu*, groves, orchards and plantations.

(15) *Turavu*, large wells.

(16) *Kinaru*, small walls either of brick or earthen rings burnt in the kiln, commonly called *pot-wells*. Wells are here enumerated distinct from the public waters in which the whole village has a joint property, as they are usually constructed by individuals and considered, therefore, as an individual property.

(17) *Cáni-péru* composed of கணி *heritage, hereditary property*, and பெறு from பெறுதல *to obtain*, means *any thing obtained, degree, dignity*; the whole signifies, therefore, the consequence or dignity derived from the possession of hereditary landed property.

(18) *Cáni-mányam*, from the Tamil term கணி as above, and the Sanscrit மான்ய *honorary* from மான *honor*, rent-free lands held jointly by the Cániyátchicárs as a type of their proprietary right. The *Cáni-mérei*, or grain-fee paid to the proprietors, unless included in the term immediately preceding, is not mentioned, and, therefore, did not, probably, exist in this village.

(19) *Checcu-muttei*, and

(20) *Tari-cadamei*.—The first of these terms (*checcu-mutei*) is derived from செக்கு *an oil press*, and முட்டை *an egg*, and signifies the quantity of an egg-shell full of oil; the second from தறி lit. *a weaver's reed*, but used for the whole loom, and கடமை, *tax, due, fee*. The first of these dues is always paid in kind, and is either received by the several Cániyátchicárs in turn and in proportion to the shares held by each, or is sold and appropriated to the general fund for the expenses of the village, *Grama-shilavu*; the second is paid in money and carried to the account of this fund.

(21, 22.) *Parachéri* and *Tider Pareiyer*: தெரு signifies *an open barren space*, and the whole sentence, therefore, means the *Pareiyer* who reside in the regular *Parachéri*, or suburb set apart for them, and

and the answerer Súrappen, the son of Maleiyappa Mudeliyár, having agreed between ourselves and settled to our mutual satisfaction, in the presence of the rulers of the land and house-holders of Tondeiyárpet, sold one-third of my one share out of the ten, with the grounds, lands, fields, homestead, water, plantations, large wells, small wells, the rights of inheritance and rent-free lands thereto belonging, dues from oil presses, and the Pareiyer of the suburbs and the plains, back-yards and all other privileges whatsoever, thereto appertaining, for 50 new Pagodas of Madras, and received the full amount of this the settled price; for the second time, and the third time, this is the price, this is the established price, so it has been fixed, and I have decidedly received the full amount. The one-third of my share, its ground, land, fields, waters, homestead, plantations, large and small wells, the rights of inheritance and rent-free lands, dues, from oil presses and looms, the Pareiyer of the suburbs and plains, back-yards, and all privileges appertaining thereunto, you are to enjoy, you and your descendants lineally, as long as the sun and moon endure. There is no claim to the one-third of my share; if it be thought that there is any, I will stand forth and bring it to a decision. You are entitled to sell, transfer, mortgage, and to bestow as a gift, or in charity, the ground, fields, waters, homestead, plantations, large and small wells, the rights of inheritance, and the rent-free lands thereto belonging, the dues

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those whose habitations are scattered over the wastes. These terms are intended to comprehend generally the whole of the Pareiyar slaves attached to the soil of the village, and to express especially that right to a participation in their labor inherently attached to the one-third share of *Cániyátchi* transferred.

(23) *Pizhacadei*, the back-yard immediately adjoining the house; the correct orthography of this word is *Puzhacadei*, being derived from புழை *a door* and கடை *a place*: this and the *collei* are considered as included in the *Nattam* and are held free of all rent, though sometimes of considerable extent. As such enclosures are always highly manured they afford valuable produce, tobacco, sugar, plantains, &c.; if they are extensive, therefore, and the proprietor industrious, they often constitute a considerable proportion of the value of the whole proprietary. The *Pizhacadei* is held, not only by the *Cániyátchicár*, but by all the *Maneiollaver*, all those having habitations within the village.

from oil presses and looms, the Pareiyer of the suburbs and the plains, and backyards, and all privileges appertaining thereunto.— Thus with my free consent I have executed this deed of sale. Arjunen, the son of Rakiyappa Mudeli, and his parceners, agreeing with Súrappen, the son of Maleiyapa Mudeli, pronounced *Om !*— All blunders in this deed, arising from the quality of the *cadjan*, errors in writing, mistakes in words, and interlineations, and from its being cut, split, or worm-caten, from erasements, or breaks are not to be regarded.

Witnesses

(24) Pu'd'ur Pereya Catchiyappa Mudeliya'r.
Cannu'r Namasivaya Mudeliya'r.
Naiyiniyappa Mudeliya'r.
Poya'di Virara'gava Mudeliya'r.

With the knowledge of these the integrity of this writing is attested by the signature of Pudaven, the son of Guruva Pillei, the Village Accountant.

(Signed)

Varadappen, the son of Rákiyappa Mudeliyàr.
Tiya'gappen, the son of Toppei Mudeli,
Tiya'gappen, the son of Culla Mudeli.
Nallen, the son of Shinnanna Mudeliyàr.
Periya Muttiyappen.
Periya Mudeli.
Periya Tambi.
Arjunen.
Tiya'gappen, the son of Shinna-tambi Mudeliyàr.

REMARKS.

Though not of an ancient date the style of this deed is evidently in imitation of the ancient manner, agreeing, it is probable, both

(24) The persons here mentioned are referred to as capable of attesting the integrity of the writing (எழுதினதனமை), it having been drawn by the notary in communication with them ; they are sometimes distinct from the witnesses, properly so called, who affix their own signatures and attest the execution of the deed and sometimes, as in the present instance, identical with them.

in phrase and substance, with the formula established when the Tamil countries were under their native princes.—With regard to *phrase*, the use of forms peculiar to the elder dialect, obsolete at present, both in speech and writing, manifests the imitation here noticed; thus—செலலாநினறவரு, instead of செலலுகிறவரு *the current year*—கொளவாருளரோ, for கொளளுவாரிருகி ருரகளோ *are there any who will purchase?*—இமமொழி for இநதசசொல this word—எமமிலிசைநதுதமமிலபொருநதி, above translated—"*having agreed between ourselves and settled to our mutual satisfaction*"—and many more of the same kind. This last quotation furnishes an instance of that careful repetition, which seems to aim at leaving nothing to be understood, and for which the legal writers of our own nation are remarkable.—With regard to *substance*, the contents of the deed may be arranged under nine heads, and it will be observed that most of the writings in this collection though not so fully worded, are susceptible of an arrangement nearly similar, with the exception of the exordium, which, as already stated, is borrowed from the practice of later times, and is not altogether appropriate to this species of document, few other instances occurring among the following specimens of bills of sale so commencing.—First, the exordium, eulogizing the Vijayanagaram princes; secondly, the year and date in which the deed was drawn according to solar time; thirdly, the declaration of the property transferred and acceptance of the transfer; fourthly, the declaration by mutual agreement, before the prince and people, of the consideration for whieh the transfer is made; fifthly, the investiture of the new by the old proprietor; sixthly, the engagement of the old proprietor that the property is clear, or that he will clear it; seventhly, provision against clerical errors in the deed; eighthly, attestation of its integrity by the notary and others; ninthly, execution thereof by the Cániyátchicárs of the village. With respect to the last head, it will be observed that Arjunen, to whom the property transferred actually belonged, signs it only as one of the Cániyátchicárs, and as his share was small, and, his rank low in the village, his name appears last but one. This is the case in bills

of sale executed before or at an early period after the (25) Mogul conquest, and it was requisite because all the Cániyátchicárs of a village were *Mureicárs* (possessing the rights of pre-emption) with respect to each other ; the execution of a bill of sale by one only, though good against himself, could not bar the rest from the assertion of this right, for which purpose it was necessary that the deed should be executed by all : in practice, however, especially in recent times, the signatures of a few of the principal persons have been considered sufficient.

No. XIII.

Swasti Sri ! During the reign of (1) Alanger Padsha, which took place after that of Víra-pratápa Víra-mártánda Srì Rangaráya Dèva Mahàràyer, who, having hunted elephants at A'neicondu, is the destroyer of the force of enemies, the due performer of promises, the conqueror of all countries and not the abandoner of those which are conquered, and the receiver of tribute, not only from all the kingdoms on the earth, but, also from the (2) Island of I'zham (Ceylon) ; of one Periya Mudeli, Son of Rákìyappa Mudeli of the *Gráma-Cániyátchi* Mudelis of the village of Tandeiyàrpett, subject

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(25) Not the Mohammedan conquest ; the southern part of Tondamandalam was held by Bíjapur and the northern by Golconda, before those places yielded to the arms of Aurengzèb ; but by these princes the ancient laws and practices of the Hindu people were respected, it was the Moguls and their all-devouring system of revenue which abrogated them.

(1) It is no objection to the authenticity of this deed, of which, I believe there is no doubt, that Alanger (A'lemgìr) had been dead twenty years when it was written. A'lemgìr is the only one of the Mogul Princes whose name is generally known in the south, and the writer was perhaps ignorant of his death, certainly he knew nothing of the reigning Emperor and probably would not have been able to have obtained his name if he had thought it of consequence to do so.

(2) I'zham is properly that district of Ceylon, colonized in ancient times by the Tamil people, of which Yázhpánapattanam (Jaffnapatam) is the capital ; it is often, however, used as the name of the whole Island.

to the Governor in Council of the Company, in the Tiruvettùr *Magánam*, in Náyeru *Nádu*, which is in the Puzhel *Cótam*, to the south of the river Cusala, in the Chandragiri *Rájyam* of Jeyangonda-Tondamandalam, having, on the *Subha-dinam* (good day) being *Panchami* (the fifth day of the moon's age), on Sunday, the 21st of Vayási, of the Plavanga year, reckoning from Prabava and corresponding with the 4827th year of the Caliyuga-sacâbdam, and 1648 Sálivahana-sácábdam (corresponding with A. D. 1727) declared for sale by public auction the moiety of his share, being one of the ten *Careis* (shares) in the village of Tandeiyarpett, calculated as follows ; five shares belonging to Periya Muttiyappa and his family being deducted, there remain five, of which, two belonged to Varadappa Mudeli ; (3) one to Arjuna Mudeli and Súrappen ; one was disposed of by Cullapa Mudeli, to Víranen, making in all four shares, which being deducted, the remaining one share belongs to the said Periya Mudeli (the seller) ; this declaration being heard, reply was made by another, named Tiyágappen, son of Tiruvottiyappa Agattiyappa Mudeli, one of the Mudelis of the north street in the village of Conneiyúr of the Ambattúr *Nádu* of thesame *Cótam*, *Rájyam* and *Mandalam*, who declared he would purchase. Then the first speaker, Periya Mudeli, and the last speaker, Tiyágappen, unanimously and mutually concurred in the presence of the land-proprietors of the Tandeiyàrpett village and the price settled for the half of my share is Pagodas 50, the current money of Madras, for which sum of 50 Pagodas I have sold the half of my one share in the ten shares or one-twentieth of the whole, including the (4) birds of the air, the soil of the earth, the fields, inhabited places, cattle, trees, plantations, wells, ponds, tanks, water-courses, &c., and each and all of the rights thereto appertaining, together with the fish in the tanks and in the ponds ; for which half share, you are to pay all rents and

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(3) This is the share, one-third of which was transferred by Arjuna Mudeli to Súrappen by the preceding deed ; these documents corroborate each other.

(4) Not being at present in possession of the original of this deed I cannot give a detailed explanation of the terms here used ; many of them, however, evidently differ from those in the preceding document.

assessments, furnish the (5) *Al Amanji* for the Sircar service, and enjoy from generation to generation, as long as the sun and moon endure, all rights whatever appertaining to the moiety of my one-tenth share, on which there is no incumbrance; should any appear to exist, I shall stand forth and clear it. For this one-twentieth share, the above sum shall be the value, and it shall be the regular price; I have sold it entirely and received the money in whole; this deed entitles you to sell, mortgage, exchange, or give in gift, or offer for charity the premises in question; thus agreeing I have given this deed of sale for the moiety of my one-tenth share, so pronouncing *Om!* the matter was concluded between Tiyágappen and Periya Mudeli. This document shall not be void though it be broken, worm-eaten, be defective in orthography, or have confusion of lines. If this document be disposed of or mortgaged, application must previously be made to Periya Mudeli or the other (6) *Mureicáren* (or person entitled to pre-emption) on the subject, and should he refuse, you may sell or mortgage the premises in question to others. Thus I have given this deed of sale to Tiyágappen.

(Signed)

PERIYA MUDELI,
VARADAPPEN,
SU'RAPPEN,
ARJUNEN,

by consent of whom is witness Periya Muttiyappen. This deed of sale was drawn by Kishnen, the Village Accountant.

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(5) From ஆள் *Al*, *a person*, *a laborer* and அமாநி *Amanji*, *compulsory service*: the assistance the villages are bound to afford to the Officers of Government, or others travelling on the public account, in the transport of baggage, &c.—the *Vettiyán* is particularly charged with this duty, but all are required to aid. The interpretation here given to this term, accords with the practice as it now exists, but both the term and the practice were formerly more extensive, including a great variety of services for which the villages were obliged to furnish laborers, artizans, &c.

(6) This forms the principal distinction between this deed and the preceding; by that the property was finally sold; by this, the right of pre-emption is reserved to the seller.

REMARKS.

Of the nine heads deduced from the preceding document, all but the eighth, the attestation of the notary to the integrity of the writing, are distinctly apparent: it must be observed, however, that this translation is not so literal as the former, it was first made without reference to the use to which it is now applied, and the original having been mislaid, it cannot be compared with it.—This deed differs from the former in being executed by only three of the *Cániyátchicárs* in addition to the seller; and in fact it differs materially in its nature, also, for the right of pre-emption being expressly reserved to Periya Mudeli and the other *Mureicárs*, his signature only would have been sufficient to dispose of his own interest, the names of the others, though properly affixed as a precaution against disputes, can add nothing to the validity of the writing.

No. XIV.

In the year succeeding the 1650 (A. D. 1728) of the cycle of Saliváhana, the happy, prosperous and victorious, in the year Saumiya, on Sunday the 21st of Margazhi, being the 13th day of the moon's age and under the lunar constellation Róhini, on this day this writing was given, by all the *Grámattàrs* of Tandeiyárpett, a village of the Honorable Company, to Silamba Rámana Náyaker *Sérvéicáren*, residing at Madras: We grant you the land situated in Tandeiyàrpett, to the west of Tési's garden, to the south of the channel and to the north of the tank of the *Jónagen* in Edeiyen Pattadei; for this square piece of land, lying to the east of the road on the (1) *Nattangcàl*, a *Derma Sásanam* has been granted to you to make a flower garden for the use of the Pilleiyàr Pagoda, You may plant (2) *Mávadei*, and *Maravadei* in the said land and

(1) Small plots of wet land highly manured in which rice-plants are raised for transplantation.

(2) This is nonsense: the terms *Mávadei*, *Maravadei*, mean all kinds of game and wood-lands, but being always found together in these deeds, and the former term being now obsolete the modern scribes frequently, as in this instance, transfer to it the meaning of the latter, and consider it a kind of plantation.

must protect the charity as long as the sun and moon endure.—This *Derma Sásanam* is given by the free consent of all of us to Silamba Rámana Náyaker: the integrity of this writing is attested by the Village Accountant Guruva Pillei. (3) He that acts contrary to this, may he incur the sin of killing a black cow on the banks of the Ganges.

(Signed)

ANNA MUDELIYAR,
SU'RAPPEN,
VARDAPPEN,
TOPPEI,
MUTTAMBI.

REMARKS.

This document, a *Dherma Sásanam* or deed of gift for charitable purposes, though written in the same village and signed by some of the same people, is by no means so distinct and formal as those are which precede it. The documents, however, are entirely distinct in their nature, by those the Mírási and all its privileges were transferred, by this a specified extent of ground only and for a specific purpose: this deed conveys the land in permanency as long as it is applied to the intended uses, but it gives no right of sale, gift, or other transfer—if the intended uses cease the land reverts to the Mírásidars.

No. XV.

Be happy! in the year following 1659 (A. D. 1737) of the prosperous Sálivahana, pre-eminent in victory, in the current year Pingala of the cycle of sixty, on the 28th of A'di; these are the particulars of the ground given by us the Inhabitants of Tandeiyarpett to Tambi Shetti, the Company's Merchant living at Madras, for a water-*pandal*, being to the south of the channel lying to the south of the (1) Varagu threshing-floor, to the east of the tank *(tangal)*, to the north of the *Nattangcál* near the channel lying to

(3) This imprecation or a similar one, instances of which will be found among these papers, is usually inserted in grants for charitable purposes.

(1) A species of Millet.

the north-ward of the hedge of A'ndàr's back-yard, and to the west of the hedge of Tadachi's house and of the tank to the north of Timmapayen's garden : the whole of the land situated within these bounds is granted to you, for a water-*pandal*. You are to erect a water-*pandal* in it and plant trees, and you and your posterity are to enjoy it and protect the charity. This was given by our free consent; the integrity of this writing is attested and this *Derma Sasanam* is drawn by Tiyágen the Village Accountant.

(Signed)

VARADAPEN,
TOPPEI,
NALLANEN,
SU'RAPEN.

REMARKS.

This deed is precisely of the same nature as the foregoing : each being for a specified extent of land, it will be observed that the boundaries are carefully defined in them.

No. XVI.

In the year Servajit (A. D. 1767) on the 7th of Másí, this *Bùmidàna-patram* (deed of gift of land) was executed by the inhabitants of Tandeiyàrpett to Varadayengàr, the son of Calettùr Permàl Ayer : this deed is given to you to support the charity of a water-*pandal* and garden situated in our village at Corucca-pattadei, to the north of Manampet and to the south of the *Collei* of A'ndi, the *Taleiyári* of the threshing floor, namely, 25 *Cuzhi* (1) measured by the rod of 45 feet, and 25 *Cuzhi* of *Mánjam* to the north of Dermarája's pagoda, situated on the bank of the tank of Condi Tópu. If any claim exist respecting this garden on the part of

(1) One *Cuzhi* is a square foot English measure, with which whether fortuitously or by assimilation this Indian measure agrees : at Madras 2,400 *Cuzhi* are 1 *Manei*, the proper form of which is an oblong 60 feet by 40, and 24 *Manei* are 1 *Cáni*, being 57,600 *Cuzhi* or square feet. The *Cáni* and its subdivisions differ in different parts of the country ; this is called the *Mayilápúr Cáni*, and was established by Ráyàji as the standard measure throughout the Arcot *Subah*, it is measured by a rod of 24 feet, 100 square rods being a *Cáni*.

the (2) *Divánam*, we shall come forward and have the garden and *Mányam* confirmed to you.—This is the *Bůdánapatram* given to Varadayengar by the inhabitants of Tandeiyàrpett; if we do not admit this *Dánapatram* we shall undergo the sin of killing a mother on the bank of the Ganges. In this manner our consent has been particularized, and you may enjoy the gift from generation to generation as long as the sun and moon endure.

A Verse in Sanscrit.

"To support a charitable donation is twice as virtuous as to give "charity himself; by seizing that which was granted by others, "charity given by himself becomes fruitless."

With the knowledge of Tiyágarája Swámi, the lord of innumerable systems of worlds, the integrity of this writing is attested by the son of (3) Poduva Pillei, Guruvappen, the Village Accountant.

(Signed)

Toppei,
Varadapen,
Chinnanen.

Witnesses.

Ra'yasem Papayer,
Tiya gapa Na'yiccar.

REMARKS.

This deed *Bhú-dana-patram*, deed of gift of land, differs from the preceding in as much as the ground is not limited to any use;

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(2) *Divánam* and *Divánattár* is used in Tamil to express the meaning conveyed by the Persian term *Sircar*, the revenue or financial authority of the state: it appears to be a derivation from *diván* with the dialectic termination. This reservation of the right of the *Divánam* savors of the Mogul system of revenue, by which, however, the villages near Madras were less affected than those in other parts of the country;—it is not to be found in older deeds.

(3) The first of this series of deeds belonging to the village of Tandeiyàrpett dated 1720, was drawn by Podavan, the son of Guruvappa Pillei, and this is by Guruvappa the son of Podavan: the practice of the grand son taking the name of his grand father is very common, and here corroborates the authenticity of these papers.

it is stated, indeed, that it is given to the grantee to support the charity of a water-*pandal* and garden, but there is no restrictive clause as is in the two former, which provides that he is to erect a *pandal*, plant trees and protect the charity as long as the sun and moon endure.—A person receiving a *Dherma Sásanam*, or as it is also called a *Dherma-dána-patram*, a deed of gift for charitable purposes, is bound to apply the land and its produce to the uses therein limited; he who receives a *Bhú-dána-patram*, or simple deed of gift of land, is not so bound, but he ought conscientiously to use it according to the intention of the donor.

No. XVII.

In the year Vijaya on the 3d of Arpisi, this writing was given to Sancu Ráma Chetti, the Company's Merchant, living at Madras, by the *Gramáttàr* and Villagers of Tandeiyàrpett, namely, Varadapen, Toppei, Periya Muttiyappen, and the rest, their parceners :—As you desire to have a piece of land in our village to make a garden, we have granted you the land situated on the north side of your garden, measuring in length from north to south 900 feet and from east to west as far as your garden, in which you may carry on such cultivation as you think proper, and enjoy the produce thereof from generation to generation. Thus with our free consent we the people of the village have executed this *Tótta-Chittu* (a writing for the planting of a garden) to Suncu Ráma Chetti.—With the knowledge of the witnesses *Ráyasam* Pápaya and Tiyágappa Náyaccar, the integrity of this writing is attested by Guruvappen, the Accountant of the village.

(Signed)

Varadapen,

Toppei,

Periya Muttiyapen.

Witnesses.

Ra'yasam Pa'paya,

Tiya'gappa Nayiccar.

REMARKS.

This deed, *Tótta-chittú*, or writing for the planting of a garden, conveys a permanent right but limited by many circumstances :

the grantee may build or plant on the ground, and may transfer it by sale, gift, &c., but the Mírásidar retains his full share of Mírási in the soil ; if cultivated with field produce, paddy, dry grain, &c. he may demand to be employed as the cultivator, and if it be abandoned or fall into decay, his entire proprietary right revives. These rights are frequently reserved in the deed itself, and it is safer to do so, but they are actually implied by the name.

The following seven papers have been taken without selection from a great number of the same kind, and as they have no connexion with each other, either of place, person, or other circumstance, are arranged according to their dates, of which the earliest is 1728 *and the latest* 1793 *: these deeds all relate to transfers of land in the villages of the home-farms, or of the Jagir in the vicinity of Madras.*

No. XVIII.

TELUGU.

A deed of sale of landed property (1) *(Swástyacraya-patram)* executed to Camusanipallé Ragupatiaya of Amàr, by me Rámalingam, the son of Candlagunti Vencaya of Madanambédu : under date the 5th of Punguni of the year Kiláca (A. D. 1728,) I received the three (2) *Vrittis* of land in the village of Kil Modanam-bedu, commonly called the *Agraharam* of Nagambiya-pura, from Nandúr Mallaya, by a deed called (3) *Tavana-crayam*, dated the 15th of A'di of the year Vicari (A. D. 1719) and I enjoyed the same ; now, on account of my necessities, I have delivered you the deed of sale given to me by Mallaya, and have received from you eight Pulicat Pagodas : the interest due, since the limited period of 2 years expired, is two Pagodas, total ten Pagodas, for which amount, I have executed to you this deed of final sale *(Suddha-crayam)* for

(1) *Swa'astiti swástyam, that which is his own is called Swastyam ;* according to this derivation this Sanscrit word would mean property in general and be synonimous with *Swatwam ;* the word *Cshétram* is, however, understood, and it signifies, therefore, landed property. It is used only by Bráhmans and is equivalent to *Cániyátchi* or *Mirási.*

(2) Lit : *livelihood,* the Sanscrit word used to express the idea conveyed by the Tamil term *Carei,* a Mirási share ; one *Carei* being generally considered as sufficient for one person or family—the preceding term, *Swástyam,* is often used in this sense.

(3) *Tavanei* signifies *a term,* and *Tavana-craya-patram* is a deed by which land is transferred, liable to redemption within a fixed term, but becoming the absolute property of the transferree, if not so redeemed ; the word is Tamil as are many of those relative to the tenure of land used in similar deeds though written in Telugu.

the three *Vrittis* transferred to me by Nadùr Mallaya; therefore, you, your sons and grand sons are entitled to enjoy these three with their *Nivésanams*, land, treasure trove, deposits, trees, rocks, all privileges existing or which may be conferred, and the rest, and to transfer them by gift or sale: no claim exists contrary to this; if any arise I agree to bring it to decision.—This is the deed of sale of land property given by my free consent, and to it are witnesses, (4) Hari and Hará. (5) This deed of sale is written by Candlagunti Ramalingam's own hand, with the knowledge of Cudáda Appaya and Dasagrandhi Ramaya.

Witnesses.

DASAGRANDHI RAMAYA,

APPAYA,

BHIRO'PURA PA'RAZU'.

REMARKS.

This deed is founded not on an absolute sale, but on a *Tavana-craya-patram* (see number 3), or deed allowing of redemption within a fixed period, given by the former proprietor, and as the possession of this is necessary to bar his right, by showing the origin of the property, it is formally made over to the purchaser: —the date of the *Tavana-craya-patram*, but not the term after which the transfer becomes absolute, is attested; it must, however, have expired, or the full proprietary could not have vested in the executor of this deed, which, consequently, would be void.

No. XIX.

In the year Vibhava (A. D. 1746) on the 22d of Puratási, this *Gráma-otti-chittu* (deed of mortgage of a village) was executed to Sáambayer of A'mùr by Nayiniyappa Reddi of the village of Tiruvallavàyel; on account of my necessities, I have mortgaged to you the *Uzhavadei* of the whole of the village of Perunjéri, our *Cániyátchi*, and received fifteen Star Pagodas current money.—

(4) Names of Vishnù and Siva.

(5) Being in the seller's own hand writing this is in law sufficient to give validity to the deed, and it is signed, therefore, by the witnesses only.

You are to carry on the cultivation in the village and enjoy all the right of game and wood, groves, wells, (1) *cuppatam* and the rest, in lieu of the interest due on these fifteen Pagodas.—At the time of redeeming the village thus pledged, I am to pay the principal only in the month of (2) Vaiyasi, when the crops are reaped, and redeem the village.—There is no claim contrary to this, if there be any I will stand forth and have the dispute decided.—This *Grámaotti-chittu* is given by my free consent.—The integrity of this writing is attested with the knowledge of the witness Vélùr Mayilappa Mudeliyàr, Minjur Ráya Mudeliyàr, by the Village Accountant Chedambaren.

(Signed)

NAYINIYAPPEN.

Witnesses.

MAYILAPPEN,

RA'YEN.

REMARKS.

See No. 4, of this series, which is rather more detailed, for remarks on this species of deed, the common mortgage bond for land.

No. XX.

In the year (1) Yuva, or properly in Dátu, (A. D. 1756) on the 2d A'ni, this *Grámacániyátchi-tavanei-crayam* (conditional sale of

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(1) Is the *Mérei* received by the Cániyátchicars after the grain is thrashed: receiving a share of this *Mérei* or of the *Cáni Mányam* is proof of proprietary right in the village.

(2) No year being mentioned, no specific period is intended, but the right is reserved to the mortgager to redeem in Vaiyasi and in that month only, in any year.

(1) Upon the introduction by the Moslem conquerors of the *Fusli* or revenue year, which commences in July, the Village Accountants appear to have been puzzled how to reconcile it to the Hindu solar year, which commences in April; to effect this, they introduced the practice of continuing the name of the expired year of the cycle of sixty to the commencement of the ensuing Fusli, from the second week of April to the 12th July, noticing the proper year as is done in this instance.

the proprietary of a village) was made to Nayiniyappa Reddi and his parceners residing at Tiruvallavâyel by A'ndiyappen, Nayiniyappen and Cullappen, and their parceners residing at Perunjéri ; on account of our necessities, we have mortgaged to you the *Cániyátchi* of our village Perunjéri and received twenty-two new Pazhavèr-cádu (Pulicat) Pagodas ;—We agree to pay this twenty-two Pagodas within the 30th of Vaiyàsi next, and take back this bond ; if any balance remains unpaid, you, your sons, and grand sons are to enjoy lineally as long as the sun and moon endure, the lands, fields, game, woods, plantations, wells, *mányam* and all other privileges, from 1st A'di of the year I'swara for these twenty-two Pagodas in full proprietary.—There is no claim contrary to this ; if any arise, we will stand forth and have it decided.—A'ndiyappen, Nayiniyappen, Cullappen, and their parceners have thus given this deed of conditional sale to Nayiniyappa Reddi and his parceners.—The integrity of this writing is attested by Alancáram, the *Canaccu* of Cáttùr, with the knowledge of the witnesses Váyilúr Narsimmayer and Cuppam Periyá Mudeliyár.

(Signed)
A'NDIYAPPEN,
NAYINIYAPPEN,
Mark of CULLAPPEN.

REMARKS.

This deed after the expiration of the term limited for the redemption of the pledge, has all the force of a *Suddha-craya* (1) *sásanam*, deed of final sale, which, though some times passed subsequently to it by the former proprietor is not necessary to give validity, and, accordingly, as exemplified in No. 1 of this series, it may constitute the primary title to landed property and be transferred as such. This deed, like those for other descriptions of transfers, may be passed for ground only without conveying the

(1) The words *Sásanam*, *Patram*, and *Chittu*, the two former being Sanscrit, and the latter Tamil, are the same in meaning, though somewhat varied in use, and may be rendered, *deed, instrument, writing, document.*

Mirási rights; it is then called *Manei-tavanei-crayam*, and takes its complexion from the circumstances under which the origin of ownership in the ground took place.

No. XXI.

In the year Nandana by vulgar account, but properly in Vijaya (A. D. 1772) on the 23d of Chittrei, this *Mél-Udenpadicai olei* was given to Ponnapa Mudeliyár, the son of Tirunávucarasu Mudeliyár of Purasapácam, by Jangama Náyaccar of Connúr, and (1) Irulapillei the *Canaccu* of the village of Véperi; that is to say, that the salt pans, water, and land lying on the running stream, in the waste within the limits of the village of Véperi and near to those of the town (of Madras), the land cultivated by Cusa 'Andi, the *Pattadei* of Mangày Mutten, and the eight Kiln Pits, are to be held by you from generation to generation as *Cániyátchi*, as long as the sun and moon endure, and you are to possess it as (2) *Serva-mányam*, to transfer it by sale, mortgage, gift, or otherwise.—No claim exists contrary to this, nor do we in any manner defraud you; if we do, we confess ourselves guilty of the sin of killing a black cow on the banks of the Ganges. Thus we have given this *Cadjan* agreement by our free consent. Jangama Náyaccar and Irulappen give these to Ponnapa Mudeliyàr. Srì Ráma is witness to these.

(Signed)
JANGAMA NA'YACCAR,
IRULAPPEN,
CARUVAMPA'KAM MUTTA PILLEI, attests the integrity of this writing.

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(1) Jangama Náyaccar is the *Cavelcár* of Véperi (Vipery) and Irula Pillei the *Canaccu*: their ancestors possessed themselves many years ago of the Mirási of this village, but whether by purchase or otherwise, cannot be ascertained, the remains of which their descendants continue to enjoy.

(2) This is an instance either of assumption on the part of the executors, or of ignorance on the part of the writer of this deed: the term *Serva-mányam* cannot be applied to any transfer by the people, it is appropriate only to rent-free lands conferred by Government.

REMARKS.

The name given to this document, *Mél-Udenpadicai-olei, a supplementary agreement written on the palm leaf*, implies the existence of some previous deed, of what description does not appear, though as the receipt of money is not herein specified, it must have been one under which the full value of the ground had been paid. Such a deed following on a mortgage of any kind *(otti-chittu,)* a temporary assignment *(Bhogapatram)* an assignment for charitable purposes *(Dherma-dána-patram)*, a sale of land redeemable within a fixed period *(Tavana-crayam)* &c. has all the effect of a final bill of sale *(sudd hacrayam)*.

No. XXII.

In the year Nandana (A. D. 1772) on the 11th A'di, this *Gráma Uzhavadei-otti-chittu* (or mortgage deed of the proprietary of a (1) village) was executed to the prosperous A'mûr Subbayer by Vencatavaradayengár the son of Cavanûr Sirunayam Appávayengár, as here particularized :—on account of my urgent necessities, I have borrowed fifteen current Star Pagodas from you : for these fifteen Pagodas you are entitled to carry on the cultivation in the land, fields, *mányam*, backyards, groves, wells, and all the *samudaya* lands whatsoever, being one-fourth of (2) my Master's share in the village Sirunayam in the *Múgánam* of Shózhapuram and to hold it in lieu of the interest and receive the share allowed by Government *(divánam)*. You are to enjoy the profits of one quarter of the village and be answerable for the (3) *irei-vari*, (4)

(1) The word *Gráma* may mean here, as in other places, the whole or any part of a village.

(2) The mortgage or temporary assignment of land by a servant confidentially employed, without the specific consent of his master, is valid by Hindu law ; the sale of land, however, without the owner's consent is not, unless made (failing all other means,) for the subsistence of his family.

(3) This compound appears to be used here more appropriately than in No. 10, to designate not the dues and rents receivable by the Mírásidars, but the taxes and rents payable to Government.

(4) The same as *etcharu*, boiled rice allowed for the subsistence of the Officers of Government of low caste, while on duty in the village.

shoru, (5) *summádu*, (6) *a'l amanji*. When this village is redeemed, I am to pay only the principal sum of fifteen Pagodas in the month of Vaiyási, when the crop is off the ground. There is no claim contrary to this; if any arise, I will come forward and have the dispute decided and the one-fourth of the village continued to you. This mortgage deed of the proprietary of a village is given by my free consent.—Ponnéry-carupu-sámi-ayer and Venbàcam Vírarágavayer are witnesses, with whose knowledge the integrity of this writing is attested by Chedambara pillei, the *Canaccú* of (7) A'mùr.

(Signed)

VENCATAVARADEN,
CARUPU SA'MI,
Mark of VI'RARA'GAVAYER.

REMARKS.

This is a tolerably correct specimen of a common mortgage bond for land: the substance of it may be distributed into the following heads—the first contains the date, year and specification of the deed and of the parties to it—second specifies the consideration given and property pledged—third invests the mortgagee in the property and declares his obligations—fourth states the conditions under which the pledge is to be redeemed—fifth declares the mortgager responsible for all adverse claims—sixth contains the attestation of the integrity of the deed by the Notary—seventh contains the attestation of its execution by the witnesses.—By the ancient Hindu Law landed property could only be mortgaged, and though as explained in the answer to the twelfth question, more

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(5) Perquisites in grain.

(6) The carriage furnished by the villages to the Officers of Government.

(7) This deed is not signed by the Mortgager; but the execution of it being regularly attested, this circumstance does not impeach its validity.

recent Jurists give another interpretation to the texts which impose this restriction, the sale of such property is still in many cases inadmissible: where mortgage is allowed in a *Pasungcarei* village for example, the Mírási only, not the land is saleable, but any Mírásidar may mortgage his house, his homestead, or even his share of the cultivated lands, provided the term does not extend beyond the period in which the existing division of them is to expire :—Again, *sunnud mányams* generally are not saleable, but are mortgageable—a mortgage also, requires not the consent of parceners, the prince, or others, but may be made at the will of the person actually in possession or management of the land, as exemplified by the servant representing his master in this instance, and without publicity or formality, whereas the reverse of this is required to legalize a sale.

No. XXIII.

In 1704 of the era of Sálivahana and 4883 of the *Caliyuga*, after the expiration of the 35th year from Prabava (the first of the cycle of the sixty) in the year Subacrutu (A. D. 1782) on the 30th of the month Puratási, on the 6th day of the Moon's age, on Saturday, under the lunar constellation Múla, on this fortunate day, from urgent circumstances, this *craya-sásanam*, or deed of sale, was given to Vencatáchala Chetti, the son of Paiyanúr Muttiyálu Chetti, living at Saidápettei in the *Désam* of Cánji, in the victorious Tondamandalam, and his parceners, by Anudáriyappa Mudeli, the son of Shiyála, one of the *Mudelis* of Sirudeiyùr in the *Pattu* of Mánampadi, in the *Nádu* of Cumizhi, in the *Cóttam* of Amùr, in the province of Shengazhsnirpattu (Chenglepett) in the *Mandalam* and *Désam* abovementioned; deducting the half share belonging to the Rajás from the whole of my *Cániyátchi* village of Sirudeiyùr, there remains half, of which the quarter part belonging to Anudáriyappa Mudeli, the son of Anudáriyappa Mudeli, being deducted, there remains my quarter share; of which one sixteenth sold by me to Varadapa Náyaccan, the son of Guruvapa Náyaccan, being deducted, there remains three sixteenths: for

this share with the (1) *ul'-manei*, (2) *pira-manei*, (3) *tótam*, (4) *turavú*, (5) *nunjei*, (6) *punjei*, (7) *nár-pángellei*, (8) *cóvil*, (9) *cul'am*, (10) *éri*, (11) *ara-nir*, (12) *murei-nir*, (13) *mávadei*, (14) *maravadei*, (15) *sheccodu*, (16) *tari-cadamei*, (17) *cáni-mányam*, (18) *cáni-mérei*, (19) *úr-mányam*, (20) *cáni-cuppatam*, (21) the *para-tider*, and all the rights of ownership *(cáni-sudantram)*, and, also, the (22) *nidhi*, (23) *nicshépam*, (24) *jala*, (25) *pashánam*, and all rights whatever appertaining to the Landlord, the price having been settled at 38 Star Pagodas current coin of the day, in the presence of the rulers of the land and the house-holders, I have for these thirty-eight Star Pagodas executed this bill of sale for my three-sixteenth share of the village of Sirudeiyùr, the superiorities and privileges thereto appertaining. After having

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NOTE.—Most of the terms in the text having been already explained at length, it is only necessary to state here their meanings as briefly as possible.

(1, 2.) Lands within and without the site of the village, lit : inland, and outland.

(3) Gardens (4) Wells.

(5, 6.) Wet and dry lands.

(7) This word, which means the limits on the four sides, describes of course, the whole property sold.

(8) Temples, and all other public buildings. (9, 10.) Ponds and Tanks. (11, 12.) Water supplied without restrictions and distributed by rule. (13, 14.) Game and wood lands.

(15, 16.) Dues from oil presses and looms.

(17) The rent-free lands of the Mirásidars.

(18) Fee in kind received by the Mirasidars before thrashing.

(19) *Ur-mányam*—lit : village rent-free lands, when differing from *cáni-mányam*, mean such lands conferred by *sunnud*, such as the *manya-car or reddi mányam*, which are sometimes held by the Mirásidars.

(20) Fee in kind received by the Mirásidars after the grain is thrashed.

(21) Quarters occupied by the *Pareiyer* ; the term implies a right to the participation in the labor of the villeins of this tribe.

(22) Treasure trove.

(23) Deposits.

(24) Waters.

(25) Rocks.

been offered for the first, the second, and the third time, the price was finally settled and I received the money.—This deed of sale shall be possessed by your sons and grand sons lineally as long as the sun and moon endure ;—and during such possession, there can be no adverse claim ; if any such claim be made, I will defend the suit before competent authority, and bring it to a decision. You are entitled to transfer this village by gift, sale, or otherwise. —This deed of sale is given by my free consent ; in it all mistakes in words, interlineations, erasements and breaks are not to be attended to. I have thus consented and given this deed of sale. By the desire of Tándavaráya pillei, the Village Accountant, the integrity of the writing of this deed is attested by the signature of Chendra Sécaren, the son of Ugunei Múcca pillei.

(Signed)

ANUDA'RIYAPPA MUDELIYA'R,

Witnesses.

MA'NA'MPADI NA'GAPPEN,

'ALATTU'R APPA'CUTTI,

ULAGAPPEN,

'ARUMUGAM,

UYYA'L VARADARA'DZULUVA'RU.

REMARKS.

Although comparatively of a recent date, this deed is drawn with strict attention to ancient form, so much so indeed, that though the Mírási was really sold by private bargain, the declaration of its having been offered a first, second and third time, which can only apply to a sale by auction, is retained ; with the exception of the technical terms, however, the style of this document and of the others of this series is entirely modern ; the form being retained, while the language in which it was originally conveyed has become obsolete.

No. XXIV.

In the year Pramádesha (A. D. 1793) on the 17th of Másí, we Telisinga Grámani, Muttu-cumarappa Grámani, Vayári Nayiniyappa Grámini, Cozhendei Grámani, Tándava Grámini, and our parceners,

of the *Grámanis* of (1) Tandeiparpett, execute this *manei-vi-craya-chittu* (bill of sale of ground) to Chittamanùr Tánappa Mudeliyàr, living at Madras; that is to say, twenty *cánis* of land situated in the plain to the south of the boundary of Sátangádu, in the open place, near the back water, to the west of the lands of Jaffer in the *Pattadei* of Elleivási to the north of the village lands, and to the east of the road leading to Cattavácam, and moreover, 20 *cánis* lying west of the roads leading to Cattavácam, south of the boundary of Sàtángàdu, east of the open place near the back water, and north to the village lands, total 40 *cánis*, the price of which has been settled at 60 Pagodas current money, at the rate of 1½ Pagoda a *cáni*, for this sum of 60 Pagodas we have sold these grounds, with the rights of (2) *mávadei*, *Maravadei*, water, treasure trove, rocks and all others appertaining to them and received the full value. No claim exists contrary to this; if any arise we will stand forward and have it decided. This bill of sale of ground is executed by our free consent, and these forty *cánis* of land shall be watered by the tank of Elleivásipattadei as long as the sun and moon endure. We have received in full the sum mentioned in this deed :—The witnesses are Idamani Rangappa Náyaccar and Chinnatambi Grámani, with whose knowledge the integrity of this bill of sale of ground is attested by Nárâyan'en, *Canaccu* of the said village, by whom it was written.

Mark of TELISINGAN,

(Signed) MUTTU CUMARAN,

Mark of VAYA'RI NAYINIYAPPEN,

Mark of MUNIYAPPEN by the consent of CUZHENDEI,

Mark of VENCATE'SEN by the consent of TA'NDAVEN.

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(1) Though this deed belongs to Tandeiyarpett, yet not having been given by the same class of people, the *Velláler*, who lost the Mírási in 1794, and being of very recent date, it has been placed in this series.

(2) These terms appear to be used here as in most modern deeds without a distinct notion of their meaning : by such a bill of sale the eight rights of ownership are conveyed, but not the *mávadei*, *maravadei*, &c., which are Mírási rights, and can only be transferred with the Mírási.

The piece of ground on the east measures 1,650 feet on the north and south, and 700 feet on the east and west; the piece of land on the west measures 1,650 feet on the north and south, and 700 feet on the east and west.

Witnesses.

CHINNATAMBI,
SA'TANGA'DU SA'MI REDDI,
'ARUMUGAM, *Canaccu* of SA'TA'NGA'DU,
Mark of SA'TA'NGA'DU SO'LEIYAPPA CHETTI,
RANGAPPEN,
CHINNA TAMBI.

REMARKS.

The form of this document is that now generally in use, especially in the neighbourhood of Madras, for bills of sale of land: such a simple bill of sale, however, the *Manei-vicraya-chittu*, does not like the *Suddha-vicraya-chittu*, a deed of complete and entire sale, or the *Grama-vicraya-chittu*, a deed of sale of the whole or part of a village, conyey the Mírási as well as the land; there is no mention in it of the right to transfer, and strictly speaking, it does not confer such a right, nor does it wholly extinguish the property of the Mírásidar, his claim to pre-emption remaining and the right of resumption, if the ground be abandoned—in practice, nevertheless, this deed is considered as conveying all right except Mírási privileges, and within the limits of the Supreme Court, it generally constitutes the primary title to landed property.

THE TWO FOLLOWING DOCUMENTS, relate to the sale of slaves and are dated within a few years of the close of the 16th Century.

No. XXV.

(1) May happiness and prosperity attend the lord of an extensive Empire, the king of kings and lord of princes, the beauty-spot on the forehead of the royal race, the sun among kings, who never failed in his word, the conqueror of every country he beholds, who never relinquishes the country he has conquered, the receiver of tribute from every country, the receiver of tribute from I'zha, the supreme prince, the destroyer of the forces of the *Tuluccar*,* and the repressor of their desires, the mighty hero like Menu, the lord of a mighty country, the lord of horses, lord of men and lord of elephants, the *ràyer* of sultàns, the king of sultàns and prince of princes, the greatest among kings, Rájà-náráyana, the sun enlightening the habitations of mankind, the friend of the weak and inexorable to his enemies, (2) Náráyená of nine crores, Purandara (the king of the inferior deities) on the earth, equal to Nagulen in the knowledge of horses, distinguished by the title of the protector of mankind, like Rámen when armed with the bow,

(1) This eulogy, more than one specimen of which will be found among these documents, would have been omitted had it not afforded a curious instance of the intermixture of Hindu and Mahommedan titles which took place towards the decline of the Vijayanagara Empire ; the power of this state had been broken some years before the date of this deed, by the defeat which Ráma Raja, who had usurped the Government from Sadásiva Ráyer, sustained from the combined Mahommedan kings of the Deccan—in consequence of this defeat the seat of Government had been transferred from Vijayanagara to Penuconda, whence it was again removed by the Prince herein mentioned, Vencatapati Ráyer, to Chendragiri, the last royal capital held by the Hindus.

(2) The first of these epithets cannot be explained by any easy periphrasis ; the second is unintelligible, as are some which follow.

* Mahommedans.

the *Carnen* of the Caliyuga for generosity, the sultán of the south, Hindu-Ráya-sultán, the prince who dismays the eight (should be seven) orders of military force, the despoiler of the honor of elegant women,* the gallant of the courtezan of the field of battle, the beauty-spot on the forehead of both the families from which he is descended, the destroyer of an army of swordsmen, the *Dattacanden* to the Ráyers, the protector of men in *Nágalócam* (the world of serpents), and *Purandara* in *Bhúlócam* (the earth), the lord of the north, south, east and west, and of the seven seas, the hunter of elephants, the prosperous and glorious hero, the establisher of Shózhamandalam, of Tondamandalam, and of Pándiya mandalam, conqueror of the country of I zha, the king of kings and lord of kings, Sri-víra-pratápa-sri-vira-vencatapati Ráyer Déva Mahá-ráyer ;—during his reign over the earth, in the year following 1512 of the (3) Sacám being the year Hévilambi (A. D. 1589,) on the 5th day of Arpisi, in the Tondamandalam obtained by conquest, in the country of Culóttunga-shózha-vala-nádu, the *puzhel cóttam*, in the *nádu* of Ezhumbùr, in the village of Tandeiyárvidu, Periya-timmen and Shinna-timmen, the sons of Cottadi Periyán, and their parceners, have thus settled the price of slaves and given this bill of sale ; my sister Vellatchi, her daughter Periyál, her daughter Shóletchi, total three persons, when they had first cried " are there any who will purchase these as (4) *cotí adumei* ?"—these words were heard by Ottiyapa Mudeliyár, the son of Vándaràya Ulaganáda Mudeliyàr, one of the Vel'lálers residing in the village of Vallúr in this *mandalam*, this *cóttam* and this *nádu*, who cried again, saying, " I will purchase :" We Periya-timmen, Shinnatimmen and their parceners, and the last crier Ottiyapen, having agreed among ourselves and settled to our mutual satisfaction, the price was fixed in the presence of the rulers of the land and the proprietors of the soil of Tiru Mayilàpúr at two Getti Pagodas for these three *Pareiya* women, Vellatchi, her daughter Periyál

(3) The word *Sacám*, *æra*, by itself, signifies always in this part of India, the æra of *Sálivàhána*.

(4) From *Cottu* a bunch, and *adumei* a slave—it signifies a family of slaves sold at once.

* Rather 'the protector of female honor.'—W. H. B.

and her daughter Shóletchi, purchased as a family of slaves, and for this sum of two Pagodas, we sold these three persons Vellatchi, her daughter Periyàl, and her daughter Shóletchi; twice, and thrice, this is the determined price, this is the fixed sale-price: moreover, no question shall be made respecting the quality of the coin, nor shall other writings be required to be produced. No dispute exists respecting Vellatchi, her daughter Periyal, and her daughter Shóletchi, if any arise we will stand forth and have it decided. Thus we have consented and sold Vellatchi, her daughter Periyál, and her daughter Shóletchi, to Ottiyapa Mudeliyár at the price settled, Periyatimmen, Shinnatimen, and their parceners. This is the mark of Periyatimmen, Shinnatimmen, and their parceners.

REMARKS.

In such of the preceding documents as relate to the sale of Mírási, the participation in labor of the *adscripti glebæ*, the Villeins inseparably attached to the soil, are, by the words *Parachéry* and *Tider Pareiyer*, transferred as one of the rights included under that term; this state of Villanage, exists wherever landed Mírási is known, and nowhere where it is unknown, and extends to certain castes, which, though all the individuals are not actually slaves, may be called the slave-castes. In (5) addition to the Villeins in whom the whole village hold joint property, the Mírásidars have separate property in families and individuals of the same castes, who, as this and the following writing drawn up in the strictest forms of a bill of sale, demonstrate, have been purchased and transferred independently of the land, to the cultivation of which, however, they are invariably confined, individuals of their castes never being employed as domestic slaves:—domestic slavery among the Hindus exists at present only in the families of the principal Zemindars of the country. The agricultural slave castes are the *Pallis*, the *Paller* and the *Pareiyer*; and their condition either of villanage or direct slavery depends greatly on the pre-

(5) Our ancestors possessed both these descriptions of slaves and have assigned them names; *Villeins regardant*, those attached inseparably to the soil, and, *villeins en-gros*, those who might be transferred without the land at the will of their lords.

valent landed tenures of the district they inhabit—in Tondamandalam villanage prevails, and of the castes above mentioned, the *Palli* are more commonly in that state under Bráhmans, and the *Paller* and *Pareiyer* under Sùdra proprietors—in the provinces on both banks of the Cávéri, where the lands are more frequently held in severalty, numbers of the *Paller* are in a state of complete slavery and liable to be transferred like other proprety at the will of their masters—lastly, in Malabar and Canara, where a community of village rights is unknown, and lands, consequently, are never held jointly, all slaves, who in those countries constitute the great body of the laborers, are private property. By this deed, it will be observed, two brothers sell their sister and her daughters into slavery; such sales by heads of families of the slave castes, are legal; their natural state is slavery, and the allocation of them, therefore, with a particular master, does not alter their natural state—no such sale, however, of a person of free caste would be good. The Hindu law in permitting slavery is marked by a humane attention to the condition of the slave, all its provisions tending to ameliorate the state and to prevent oppression on the part of the master; the law in this respect is seconded by the practice, and it will accordingly be observed, that the slaves are transferred by this and the following deed, as a family, in which mode, also, the purchaser ought to sell them, not separately: this practice, which tends greatly to improve the condition of the slave-castes, as it prevents the inhuman separation of near relations, the liability to which is the greatest curse of slavery, appears formerly to have been universal, as an instance can scarcely be found of a bill of sale for a single slave, but it is to be feared that like many other praiseworthy customs of antiquity, it has now in many districts fallen into disuse.

Personal slaves of the castes above mentioned are supported by their masters, and can claim nothing beyond the subsistence assigned them, custom, however, allows them certain indulgences, which, if withheld would be thought disgraceful to the master, and occasion inconvenient discontent; such as increased allowances of grain at particular seasons of the year and fixed presents of cloth; the master, also, is required to defray

their wedding expenses and to establish the new married couple, which, as being nearly connected with his own interests, it may be supposed he seldom neglects.—The villeins are in a very different situation from the personal slaves, they cannot be sold separately from the Mírási, nor can the Mírási be sold separately from them; whoever, therefore, is the Mírásidar, their condition is unaltered, and accordingly, in Tondamandalam the *Pāreiyer*, especially, affect to consider themselves as the real proprietors of the soil; the *Vel'l'áler*, they say, sells his birth-right to the *Sánàr*, the latter is cajoled out of it by the *Brahman*, and he is swept away before the fury of a Mohammedan invasion; but no one removes, or molests the *Pāreiyer*, whoever may be the nominal owner, or whatever the circumstances of the times, they are safe in their insignificance, and continue, and will for ever continue to till the ground their ancestors have tilled before them. The villeins possess established rights and privileges of which they cannot be deprived, which constitute their Mírási, and which are prized by them as much and maintained as tenaciously as the more valuable privileges of the higher orders. First the *Pārachéri*, the site of their huts wherever placed, and the back yards attached to them, are held, like the houses and homesteads of the Mírásidars, rent free, and they are exempted universally, from all tax and impost whatever; Secondly, they are entitled to a share in the produce of every crop, which they receive at various rates and in various modes, under the denomination of *Calvásám*, *Sudantram*, & .; Thirdly, they hold the inferior offices of the village, as *Taleiyári*, *Vettiyan*, *Cambucattu*, *Alavucaren*, *Tótti*, &c, for which they are allowed *Mányams* and *Sotantrams* distinct from those abovementioned.—The villeins work for the Mírásidars in rotation (*murei*), and for a time proportioned to the share held by each; what is required for their subsistence in addition to the produce of the privileges abovementioned, is supplied jointly by the village, and they receive presents of cloth and money at stated periods, at festivals, marriages, &c., sometimes their subsistence is secured to them by assignments of land which they cultivate like *Pàyacáries*; but rendering a larger share to their masters, in return for seed,

cattle and implements of husbandry, with which they are gratuitously supplied.

A custom prevails among the slave castes in Tondamandalam especially in the neighbourhood of Madras, which may be considered as a periodical assertion of independence; at the close of the Tamil month *A'ni*, with which the revenue year ends and the cultivation of the ensuing year ought to commence, the whole of the slaves *strike work*, collect in bodies outside of the villages, and so remain until their masters by promising to continue their privileges, by solicitations, presents of betel, and other *gentle* means, induce them to return. The slaves on these occasions, however well treated they may have been, complain of various grievances real and imaginary, and threaten a general desertion; this threat however, they never carry into execution, but after the usual time, every thing having been conducted according to *Mámúl*, return quietly to their labors.

No. XXVI.

Note.—The introductory eulogy, being nearly the same as in the preceding document, is omitted.

In the reign of Vencatapati Ráyer, in the year following 4694 of the *Caliyugam* (A. D. 1593) being Vijaya, in the month of (1) Canni, on Sunday the 3d day of the increase of the Moon under the constellation Swasti ;—on this day Váyelúr Kizhár Súriya Déva Ulaganàder and his parceners, in the prosperous Tondamandalam, in the country of Cullóttunga shózha Valanadu, in Puliyúr cóttam, in the *Nádu* of Pérúr and in the village Virugambácam, has thus settled the price of *Pareiya* slaves and given this bill of sale; my *Pareiya* slaves, namely, Sholeitchi, the daughter of Culli, Periya Andi, her son, his brother Shinna 'Andi, his brother Velleittánen, his brother Periyán, his brother Shinna Periyán, and his brother's sister Velleittáni, when I had first cried—" Will any person purchase these seven persons ?"

(1) The name of the sign, *Canni*, *Virgo*, is here put for the name of the month : it agrees with the Tamil month 'Avani, which begins in the second week of September.

these words were heard by Aleicundàng-kizhár (2) Sirutambiyer Ganapatiyappen of this *mandalam*, of the *cóttam* of I'cádu and of the village I'cádu; who cried again saying "I will purchase:"—the last crier and the first crier Ulaganáder, having agreed among ourselves and settled to our mutual satisfaction, the price was fixed, in the presence of the rulers of the land and proprietors of soil of the village of Virugambácam, at $8\frac{1}{2}$ current Vencataràya pagodas.—For this sum of eight and a half pagodas, I have sold Shóleitchi, the daughter of Culli, her son Periya A'ndi, Shinna A'ndi, Velleittani, Periyán, Shinna Periyán, and Velleittánen, total 7 persons, *for them* this is the price; moreover, no question shall be made respecting the coin nor shall other writings be required to be produced. No dispute exists respecting these *Parēiya* slaves; if any arise, I will stand forth and have it decided. You are entitled to sell again those *Parēiya* slaves, to mortgage them, bestow in gift, or employ them in every business performed by slaves. In this deed faults in the leaf, mistakes in letters, mistakes in reading, interlineations, cuts, holes, cracks, breakings, worm-eatings, cuts of the chizel, cross lines, and tearings are not to be attended to. Having thus agreed, I have settled the price of the slaves and delivered them. Ulaganàder and his parceners *give* this to Ganapatiappen. The deed is signed by Ulaganàder for his parceners, and the integrity of it is attested by Yuttiyàr Dévavalen of Virugambàcam.

On the 17th Puratási of the year Vijaya, Ulaganàder and his parceners thus give receipt to I'cádu Sirutambiyár Ganapatiyappen for the money; the price at which my Parēiya slaves Sholeitchi,

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(2) This word corresponds in all respects with the Sanscrit term *Gotram*, a tribe, or subdivision of a caste descending from the same remote ancestors, by which it has in other places been explained, except that it is peculiar to the Tondamandalam Vel'láler; கிழார் *kizhàr* from கிழமை *possession*, signifies the *possessor*, and the epithet by which each tribe is distinguished, is usually taken from the place in which it was originally established; some times it is more general as பூகிழார் *Pù Kizhar*, possessors of the land, செக்கிழார் *Sheckizhar*, possessors of bullocks.

the daughter of Cul'l'i, Periya A'ndi, Shinna A'ndi, Vel'l'iettânen, Vellattani, Periyán and Shinna Periyán were sold is 8½ pagodas; I have received these eight and a half pagodas after they were inspected by Tânen the Goldsmith of Virugambácam. The integrity of this writing is attested by Ulaganáder, and his parceners. The integrity of this writing is attested by Yuttiyár Dévaráyen.

(3) Witnesses.

UDEIYACALAM,
SOLEIYEN MAMANJI,
SIVA CHUTA GANAPATI.

REMARKS.

The remarks on the preceding document anticipate all that it is at present necessary to say on the subject of agricultural slavery as it exists in southern India. It will be observed that the form and substance, mutatis mutandis, of these deeds are exactly the same as bills of sale of landed Mírási.

FINAL REMARKS.

It will be observed that throughout the foregoing documents there are two distinct kinds of rights mentioned: one distinguished by the terms *Cani-sudantram*, the right of hereditary property; under which are enumerated the Mírási privileges of all descriptions, which are so frequently stated in these deeds and explained in the notes; and the other by the terms *Swámi-Sudantram*, the landlord's right, being the eight incidents of ownership contained in the Sanscrit verse cited in a note to the answer to the twelfth question.—The latter, which are those recognized by the general law as appertaining to the ownership of land, and common, therefore, to every province of India, nearly resemble our manorial

(3) These witnesses are of the same description as those mentioned in the royal grant No. 2, the Sun and Moon, &c., the first is the time of sun-rise, with the second I am not acquainted; the third is the God Ganésa, leader of the demons of Siva—when the names of deities, &c. are thus inserted in a deed, they are considered as solemnly adjured by the Executor of it to witness the act, which is equivalent to an oath to maintain it.

rights, comprehending, under less special terms, all strays, waifs, wastes, mines, fisheries, escheats, &c., &c.; this resemblance, however, in rights does not necessarily indicate a resemblance in tenure, for though the tenement of *Ulcudi* under a Mírásidar may be appropriately compared, not in its origin, for it implies no villeinous services, but as it actually exists, to copyhold, and though Jagirs, (1) Zemindaris, Talúkdáris and similar holdings, are both in origin and in fact nearly the same as the ancient feodal tenures of Europe, the landed Mírási of southern India has no connection whatever with them; the Mírásidar holds from no superior, though Ulcudis and others hold from him; he is bound to no (2) service, and though he renders a certain share of the produce of his land to the state, this under the arrangements of the Hindu law of finance, by which the prince is entitled to a certain proportion of all income and increase, did not originally affect his independence, and even now, (3) after all the encroachments of modern times, the oppressions of Mohammedan and mistakes of

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(1) The various fines *(abwabs)*, services and aids, exacted by the Zemindars from their tenants, resemble in *all* respects the *feodal incidents* which the English terms denote; and the tenures, not of the cultivating inhabitants, but of persons of their own tribes, or their dependants, holding land under them, are nearly the same as the *feodal* tenures were at their origin.

(2) Unless the *ál Amanji* be considered as such; but in fact, as the name implies, this service is due from the slaves and laborers of a village, not from the *Mírásidars*.

(3) I have recently had an opportunity of observing the state in which Mírási now actually exists in the Jagìr, and as far as that has extended, it does not appear that the Mutahdari system, which some have stated as directly inimical to it, has materially interfered with any of the rights thereto appertaining; on the contrary by preventing the frequent sale of lands which must have taken place had a permanent settlement been made with the Mírásidars, it has probably tended to preserve them. It must be remarked indeed, that this result has been produced in a great measure by the protection extended by the Zillah Court to the Mírásidars, whose rights the Mutahdars would not otherwise, it is probable, have respected; the establishment of a court of justice, however, was part of the Mutahdari system.

European Governors, his state is at least as enviable as that of the same class of people in other countries (4).

The *Cáni-Sudantram*, or proper Mirási right, though founded on the principles of the general law, imply peculiar privileges and an independent enjoyment of landed property by the *actual* cultivator, unknown in other parts of India, and confined in fact to those provinces of the south which formerly constituted the dominions of the ancient Tamil Princes: this mode of holding landed property and several of the Mírási incidents appertaining to it are, not in resemblance only, but in fact, the same as those which prevailed among our ancestors previously to the introduction of *feodal tenures* into Europe, and which is usually designated by the term (5) *allodium*, with which the word *Cániyátchi*, in derivative meaning, intimately corresponds:—one of the most remarkable incidents of Mírási is the periodical interchange of lands, which in Tonda-

(4) Mr. Place, whose authority on all subjects connected with Mírási must be admitted to be great, holds exactly the reverse of what is here stated—he thinks *meerassee* and its properties (see the 94th Para. of his Letter to the Board of Revenue, dated 5th June 1799)* "bears exact analogy to a *fee*." "I would call," he says, "Meerassee a free hold estate of inheritance, and a Meerasdar a *tenant in fee simple*, holding of a superior lord, on condition of rendering him service.—His lord is the sircar, his estate the *usufructuary right* of the soil, and the service he owes a render of a *stated portion* of the produce of his labour." Now, however a Mírásidar ought to be considered, whether simply an allodial proprietor, or a tenant under a feodal lord, the description here given of his property cannot it is evident, be applied to a *fee* properly so called; in fact, the words *fee tenure, holding*, &c. may be applied comparatively to convey a general notion of the intended meaning; but in every other respect they are totally inapplicable to Mírási, as it originated, and as it exists.

(5) Some derive this word from the circumstance of such lands, according to the practice noticed in the text, being lands of "lot or portion," considering it to be derived from *allot* by adding the Latin termination; the better, and no doubt the correct etymology, however, is

* See page 53, of these Selections.

mandalam at least, was anciently universal; the holding of them in severalty being a modern practice, and more common even at present among the Brahmáns and other colonists than among the aboriginal Vel'lál'er: now this was, also, a practice common to the nations among whom the allodial possession of land primarily obtained, and from whom it passed to their Frankish and Saxon descendants, and is thus described by Tacitus as existing in his time among the German or Teutonic tribes (6).—"The fields are occupied " in proportion to the number of cultivators in turns by all, and " are then divided among them according to the rank of each.— " The extent of the plains facilitates this partition. The cultivat- " ed fields are interchanged every year and yet land remains"— were I to endeavor to discribe the mode of periodical repartition practiced in every *Arudi-carei* village in Southern India, I could not convey my meaning in more appropriate or precise terms.

The remarks appended to these papers might have been considerably extended, had it been my aim to enter at present as largely into the subject as it admits, but I have carefully confined myself to those points on which explanation appeared to be required to render the papers translated intelligible, and to enable those, to whom the subject is not familiar, more readily to comprehend the idea expressed by the term Mírási, as applied to that species of landed property and its attendant privileges, existing so extensively in the territories under the Government of this Presidency—this I have been the more desirous to effect as I observe that distinctions, founded on a very general consideration, and consequently, an imperfect view, of facts, are made with regard to the state of landed property as it is supposed to exist in different provinces of

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from *all* and the saxon *Hod* (whence *hood* in English, as manhood, &c.) *possession—state of being*—and *allod* (written by us *allude*, and by the French *aleud*) or with the Latin termination *allodium*, signifies, therefore, *entire and absolute possession*, which is the meaning of *cániyátchi*; throughout the world the same ideas have ever obtained among mankind, and it is not surprising therefore that they should express them by correlative terms.

(6) See the 26th Chapter of Tacitus de Moribus Germanorum.

Southern India":—(7) The Honorable the Court of Directors, to whose public correspondence, though not officially before me, I trust I may be allowed on this occasion to refer, while in the following extracts they express considerable anxiety to maintain unaltered the proprietary rights in land possessed by their subjects, seem to ascribe to those rights a local limit, which does not in reality exist—in remarking on the formation of a permanent settlement in Malabar and Canara they say—" great caution should be " used lest you interfere with rights which had hitherto been con- " sidered inviolable, or disturb those ancient boundaries or land " marks which at that time had determined the extent of private " property, and by which the proprietors of land have been go- " verned from time immemorial.—In our Revenue letter also of " the 6th November 1805, when referring to your request to be " permitted to settle the lands of Canara in perpetuity, and when " noticing the strict regard due to the proprietary rights which *in-* " *dividuals in Canara* enjoyed in the soil," we took occasion to state " that not only ought this kind of right, where it was prov- " ed to exist to remain undisturbed, but the perpetual settlement " ought not, for the sake of official or revenue divisions of the " country, to place the smaller estates under any kind of subordi- " nation to the greater, or at all affect the boundaries by which " property had hitherto been separated and distinguished." *Mirási*, confining the term to property in land, as prevalent in Malabar and Canara, does not vary from that established on this Coast; for a comparison of the various deeds in use there in the transfer of lands (8) with those now furnished, will prove that they are substantially the same, nor could the Honorable Court intend to confine the principle laid down in the preceding paragraph to those districts, though they appear to consider the right of property therein described as confined to them.—On the Coast of Co-

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(7) General letter from the Honorable Court in the Revenue Department, dated 16th December 1812.

(8) See Enclosures in a letter from the Collector in Malabar to the Board of Revenue, dated September 1815, included in the Appendix to these Selections.

romandel a (9) community of rights in the ownership of land, more generally prevails ; on the Coast of Malabar this is unknown, and all land is individual property—in every other respect there is no difference than that which arises in Tondamandalam from the special privileges enjoyed by the Mírásidars, and in other districts from peculiar local observances of a similar nature.*

[No. XXXIX.] *Extract from letter from Government to Hon'ble Court of Directors ; dated 31st January*, 1818.

Para. 164. On the recommendation of the Board of Revenue we have given directions for printing,† for the use of the service at large, a paper by Mr. Ellis, Collector of Madras, containing his replies to the queries respecting meerassy tenure, contained in the letter alluded to in the thirty-second paragraph of a dispatch addressed by this Government to your Honorable Court, under date the 12th August 1814. The Board of Revenue have expressed a very favourable opinion with regard to the correctness and general value of the information afforded by Mr. Ellis, in this paper. We transmit twelve printed copies of it to your Honourable Court.

[No. XL.] *From Board of Revenue to Collector of Madras ; dated 17th April*, 1817.

Para. 1. The Board of Revenue having under consideration the preparation of a Regulation for measuring, classing, and permanently assessing each field, in each village, with a money rent,

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(9) Even in the *Arudi-carei* village there are many rights in common ; in the *Pasung-carei* all are so.

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* The original versions of the foregoing documents will be found in the Appendix to these Selections.

Although the *Mirási* queries given in No. XXXIV of the Selections were sent to the Collectors of all Districts, some never replied, among them Tanjore, Trichinopoly, North Arcot, South Arcot, Coimbatore and Chingleput ; and of those who *did* reply all but Madura, Tinnevelly, and Madras mistook the term for *Mirási of Office*, land *Mirási* not being known in their Districts.—W. H.

† Consultations, 9th September.

for the purpose of introducing the Ryotwar mode of collecting the public revenue, I am directed by the President and Members of the Board of Revenue to request that you will inform them.

1st. Whether in the *Pashungary* villages under you the land was assigned to particular individuals on the *Teerwa* being fixed thereon, or left to be changed annually or periodically as heretofore.

2nd. Whether the Meerassidars lost their rights and privileges in the land occupied by the Ulcoodies or Paracoodies.

3rd. Whether the Paracoodies had any of the land under *Teerwa* assigned to them in perpetuity, and whether they and the Ulcoodies have considered that they had a right to and have sold such land. In other words the Board wish to be informed what has been the effect of the issue of grants and certificates in the villages under you in 1800 and 1801 on the Meerassy rights so ably described and elucidated in your paper of the 30th May 1816.*

[No. XLI.] *From Mr. Hyde, Collector of S. Arcot, to Board of Revenue; dated 17th December*, 1817.

Para. 1. I have the honor to acknowledge the receipt of Mr. Secretary Campbell's letter under date the 17th of April last, on the subject of *Pashungherry* villages; and having obtained the necessary information from the Ryots by assembling them, as well as from the Meerassidars of such villages, as likewise information regarding the *Arudi-carei* villages, since the introduction of the Ryotwar system, which was introduced in the *Soobah* in 1804, and since the promulgation of the *Puttah* Regulation XXX. of 1802, for the latter I conceive must be taken into consideration, I now proceed to do myself the honor of replying to the following questions.

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* A similar letter on same date was written to North and South Arcot, but in a side note referring to the Mirásidárs' rights and privileges, it is added "such as *Toondoo-waram, Coopattum, Merahs, Vurree*, and other privileges;" also after the words "sold such land," is added "without the consent of the Meerassidars." The reply, if any, from North Arcot is not to be found in the Records.

1st. *Whether in the Pashungherry villages under you the land was assigned to particular individuals on the Teerva being fixed thereon, or left to be changed annually, or periodically as heretofore?*

Yes.—For on the introduction of the Ryotwar Settlement (which was the period when the land Tax was introduced into this District on the wet lands, the dry then being previously assessed with a money rent,) every Ryot was informed, that the *Puttah* was granted for the land he cultivated, which he was then put in possession of, and was to continue so, as long as he paid the land Tax thereon; and in no case was it ever left to the Ryots to change their lands either annually, or periodically, for this is not the principle of the Ryotwar system, which at once puts the cultivator in possession of the land he cultivates, and from that moment he considers himself the sole proprietor thereof. The Ryots have the greatest confidence in a Sirkar's Puttah, knowing that no man can take away their *putcut* lands, either to cultivate it himself, or to give it to another, which one of the *Pashungherry* systems allows, for there are two sorts of *Pashunyherry* villages, one where lots are drawn, and the other where there are none; and although the cultivators may not have hitherto received annually their Puttahs *from the Sirkar*, yet from their having once obtained them, they consider themselves the sole proprietors of the lands they cultivate, and at full liberty to dispose of them.

2nd. *Whether the Meerassidars, lost their rights* and privileges in the land occupied by the Ulcoodies, or Paracoodies?*

* Note.—Such as *Toondoovarum, Coopatum, Meerahs, Varie*, and other privileges.

Yes.—For on the introduction of the land Tax into this Collectorate all such fees were consolidated into the Tax, and no sort of remuneration was ever granted in lieu thereof; indeed I may venture to say Meerassie has never been recognized by any of my predecessors.

3rd. *Whether the Paracoodies had any of the land under Teerva assigned to them in perpetuity, and whether they and the Ulcoodies have considered that they had a right to, or have sold such land, without the consent of the Meerassidars?*

No.—as no instructions were ever received to this effect; but the principle of a Ryotwar settlement goes so far, as to give the Ryot to understand, that as long as he continues to pay the Sirkar's demand on the land which he occupies, he is the sole and permanent tenant of that land, and nothing, but the throwing it up, makes him forfeit his right to it. In many instances the Ryots have sold their lands without the consent of Meerassidars, that class of men not being supposed to exist now; for it must be again mentioned that *Meerassie has never been acknowledged in this Zillah*, and the sales hitherto made, have both been registered, and confirmed by the Zillah Court.

2. Before closing this letter, I deem it necessary to state for your Board's information that with the exception of four to five hundred, the whole of the Soobah villages may be considered as *Pashungherry* ones, but in which that system does not prevail at present, nor has it ever since the introduction of the Ryotwar settlement in this district nearly 14 years ago. The system of the *Arudi-carei* villages has also been completely destroyed by the Ryotwar annual settlement, which was carried on for many years in this division, and the promulgation of the Puttah Regulation of 1802 has also tended to affect both these systems, as this Regulation empowers a leaseholder of a village to make over any Ryot's land to another on his refusing to cultivate it, which the renter could not do in a village where either the *Arudi-carei* or *Pashungherry system prevailed;* for the land must, first be offered to the *kudiem* inhabitants, and if they refuse to cultivate it, the renter may then grant it to another, but it is at all times liable to be reclaimed by the original proprietor, who does not lose his right to it by the temporary occupancy of the cultivator, which, by the Puttah Regulation I conceive he certainly does, as the Law there authorizes a renter to give the land away to any person on the refusal of the proprietor to cultivate it, and of course the right to that land is conveyed away along with it, as no man would agree to cultivate, and bestow labour on it, without he was certain that the Law would support him in his right to it, which certainly the present Regulation would do.

THIRD QUESTION.

6. "Whether the Paracudis had any of the land under *Tirvei* assigned to them in perpetuity, and whether they and the Ulcudis have considered that they had a right to and have sold such land. In other words, the Board wish to be informed what has been the effect of the issue of grants and certificates in the villages under you in 1800 and 1801 on the *mirasi* rights."

ANSWER.

The former part of this question is answered generally in the foregoing reply. No land was assigned in *Tirvei* to Paracudis. If certificates were in any instance issued to Ulcudis, they would, I should infer, though strictly they possess no such right, consider themselves as entitled by the document they held (on which a bill of sale when demanded follows as a matter of course) to sell their right of occupancy, and recent instances have occurred of their having done so even with respect to lands held without certificates; such sales however if admitted to be legal, cannot effect the rights of the Mirasidar, the land must still continue subject to them, though the probability of their being enforced would be diminished on each transfer.

7. In answer to the latter part of this question it may be positively stated, that with the exception of certain irregularities which are asserted to have been committed while the settlement was conducted by Native Officers only, but which of course formed no part of the avowed system, no right whatever, either *mirasi* or any other, which attached to landed property, was directly affected by the issue of grants and certificates in the villages of Madras: all alienations previously made by the Mirasidars were confirmed, and these documents given to the holders; the *manyam* lands of all descriptions were continued rent-free to the *manyancars*, and the power of transferring them separately, which they did not before possess, conferred on them on condition of the transferee becoming liable to payment of rent; and lastly, the Unalienated *Varapet* lands assessed at a fixed *Tirvei*, were permanently divided among the Mirasidars in proportion to their respective shares, leaving them to conduct jointly the affairs of their several com-

munities as before, to distribute the water, to collect the *Cuppatam*, &c., and to manage the general purse of the village (*grama-shelevu.*) according to custom, dividing in proportion to their several shares all profit and loss arising from sources still held as common property.

8. I have said no right was *directly* affected by the issue of grants and certificates, but *incidentally*, and as it would seem by the mutual though tacit consent of all concerned, the right of receiving *mereis* was allowed to fall into disuse—general convenience seems to have led to this; transfers of land for which grants and certificates have been issued are no longer transfers of *mirasi*, but of specific portions of land, and though the alienation by the Mirasidar cannot affect the right of those entitled to demand the *Merei*, yet when made to Europeans and others, the trouble of collecting it would be more than its worth; with respect to lands still under ordinary cultivation, as their extent is much diminished and they are liable to be converted into gardens &c., a similar cause has occasioned the relinquishment of the *mereis* due from them also.

9. Again, though no right has been directly affected, yet it is clear from what I have stated in the preceding paragraph that the issue of grants and certificates must progressively, but certainly, lead to the entire extinction of *mirasi* within the villages of Madras; this result however, it must be observed has not been solely occasioned by the permanent division of the lands among the Mirasidars, though this measure has greatly facilitated it, but has in a great degree arisen from the temptation held out to them to part with their lands from the high value of ground in the vicinity of the Presidency.

10. With reference to the 2nd Paragraph of your Secretary's letter, and the copy of the circular letter enclosed, I have to state that no village under my charge is *Varapet*, and I propose therefore in conformity with your instructions, that the village of Vayelur being the *Cusbah* of the *Mutah* of that name, which will shortly, I understand, be ceded to the Sircar by the present Mutahdar may be transferred to me for the purpose of the *Varapet* lands being converted into *Tirvapet* under my superintendence.

11. A cursory examination of the *Tarapadi* and *Pangu-málei* accounts affords the following information : The village of Vayalur was originally *Pasung-carei*, but was converted into *Arudi-carei* about fifteen years ago ; it is divided into ten shares, two are held by two families of Brahmins, and eight by twenty families of Pullis, so that the village is partly *agraharam* and partly *Mannavidu ;* there are, also, fourteen families of *Payacari* Brahmins and Pullis ; The *Mirási* Brahmins.

	Ploughs.
Have.....	8
The *Mirási* Pullis.....	70
The *Payacaris*.....	30
	Cawnies.
The whole *Taram* is.....3,900	
Deduct *Perumboke*.....1,830	
Tarapadi Manyam.....	92
Sunnud do.	19
Total deductions.....1,941	

Remaining *Varápet*, 1,959, of which, 24 Cawnies of *Nunjei* and 34 of *Punjei* are under cultivation in the present year : the customary share to the Pullis is 45 per cent. and to the Brahmins 50 : there are three tanks, generally holding each six months water, the present *Beriz* is Star Pagodas 834.

12. From the explanations I have offered with respect to the permanent distribution of lands among the Mirasidars of the Madras villages, it is I think clear that no obstacle, none at least that may not be easily surmounted, can exist to the extension of a similar system to the *Arudi-carei* village of Vayalur under which the *Varapet* lands may readily, and perhaps, advantageously both for the Sircar and the Mirasidar, be converted in to *Tirvapet*, without interfering with any existent right, or disturbing the general interests of the community, which may continue to be administered jointly, as in the case in the Madras villages, whether the Revenue be paid jointly or separately, or rendered in money or kind.

13. After a careful perusal of the several enclosures in your letter of the 25th March 1816, I cannot discover that any material

difference exists between the system subsisting in the villages of Madras, considering it merely as a Revenue system unconnected with the various rights and privileges, unknown in the Ceded Districts, by which landed property is distinguished in this part of India, and the *Culwar* or *Rayetwari*, which obtained under Colonel Munro's management in the latter, except that the *Certificates* issued to the Mirasidars on the ultimate distribution of the lands were permanent, whereas the *Puttahs* issued on the conclusion of the settlement to the Ryots of the Ceded Districts were annually renewed; but even here the difference is rather apparent than real, for after having stated, that "when the land in cultivation and its rent has been ascertained, the Collector gives every Rayet a *Puttah* with his signature, in which every field he holds and its rent for the year are inserted," Colonel Munro adds "in most villages the greatest part of the Ryots hold the same fields several years, so that among fifty individuals there are not perhaps ten whose rights require alteration." In this proportion therefore, the Rayets of the Ceded Districts must be considered as permanently established in the occupancy of the lands by their Puttahs, though liable to annual revision, as the Mirasidars of the Madras villages are by their grants and certificates, the only difference being that at Madras the issue of a certificate regulates the demand, whereas in the Ceded District the demand is regulated by the extent of the land annually cultivated, as shown in the Puttah given to each cultivator.

See 7th. Para of the letter from Col. Munro, dated 30th Nov. 1806.

14. Having made these preliminary observations, I shall proceed to offer to the Board a set of rules for converting the *Varapet* lands of Mirasi villages into *Tirvapet*, drawn up with the strictest regard to the various incidents attendant on landed property, the right and privileges of the proprietors, and the established usages of that part of the territories under this presidency lying immediately circumjacent to Madras, and forming part of the ancient Tamil Province of Tondamandalam, to which all that I have said or may say in the present address is confined.

First. That the village accounts shall be taken as the basis of the settlement.

Secondly. That the customary *Varams*, as stated in the *Grama-tirvei* account, shall be the basis of calculation for the assessment of *Nunjei* lands, to which shall be added the *Merais* resumed by the Sircar, such as the *Canungos*, *Cavelcarens*, &c.

Thirdly. That the *Tirveis* now paid on *Punjei* land including *Totacal*, &c., shall as nearly as possible be continued ; the foundation of the *Tirvei* on *Punjei* land shall be the average produce of the grain crops of each quality of soil for a certain number of years corrected by reference to the general produce ; the foundation of the *Tirvei* on *Totacal* shall, for the present, be the average of the actual produce, but whenever the land now occupied as *Totacal* shall cease to be such by the decay of the trees or other circumstonces, it shall be assessed as *Nunjei* or *Punjei* and according to the quality of the soil, and this rate shall be liable to no further change, in what manner soever it may be cultivated.

Fourthly. That the settlement shall be made with the persons in actual occupation of the lands, &c., according to the *Cudi-Udenpadicai* account, but reserving all superiorities, rents and other rights to Mirasidars, Lessees, Mortgagees, &c.

Fifthly. That after the usual deductions of *Peramboc*, *Tarasu*, &c., the whole extent of *Sagupadi* and *Sheycal-Carambu*, as stated in the *Grama-Tarapadi* account shall be distributed into sorts, *idu*, according to the *Tarapadi* accounts, and the number of fields, their names and boundaries, composing the total extent of each sort ascertained.

Sixthly. That recourse shall not be had to actual measurement by the chain to ascertain the extent of the lands entered in the *Tarapadi* accounts, but shall be resorted to only to discover whether any fields have been omitted in them, or whether any extent of superior soil have been ranked as inferior, &c.

Seventhly. That in fixing the *Tirvei* on *Varapet* land, the customary *Mêl-várams* shall be converted into money by taking the average produce from each quality of soil, *idu*, and the average price of each kind of grain, *Car*, *Samba*, *Peshánam*, &c., for a given number of years, according to the *Cala-curúpu* accounts.

Eighthly. That the *Tirvei* shall be a fixed rent on an extent of land with an ascertained boundary and discriminated by a known appellation, not on a certain number of *Canis*, &c.

Ninthly. That the *Tirvei* shall be fixed on each *Paddadei, Tadi or Cundil* when all the land contained in it is of the same quality of soil and held by the same person; when not so, on each *Cundil.*

Tenthly. That after the *Tirvei* has been fixed on each field and the total assessment on every cultivator, being the aggregate of the *Tirveis* on the fields belonging to each under cultivation, has been ascertained a deduction of ——— per cent. as an allowance for expense and trouble in receiving and disposing of the *Mel-varam*, shall be made from this amount, and the remainder shall be the *Beriz* payable by each person for the year.

Eleventhly. That after the *Tirvei* on each field and the total payment by each person are determined, *Pattyams* shall be given to the several occupants, stating the name, boundaries, reputed on computed extent as the case may be, and estimated produce of each *Patladei, Tadi*, or *Cundil*, the *Tirvei* assessed on each, and the total *Beriz* to be paid by each person.

Twelfthly. That the form of the *Pattyam* shall vary according to the situation and rights of the occupant to whom it is given, that is the *Pattyam* to the Mirasidar shall be final and permanent, liable to no alteration as long as the land is held and cultivated by the person to whom it is given, or his representative ; the *Pattyam* to the Ulcudi, shall describe his tenure, shall state the *Cuppatam* and *Merais* to be paid to the Mirasidars, village servants, &c. and shall be given for the period during which he or his descendants are in the actual occupancy of the land ; the *Pattayam* to the Mortgagee, temporary assignee, &c. shall be similar, varying according to the conditions under which the land is held by the actual occupant; the *Pattayam* to the Paracudi, or Sugavasi, if they have entered into no specific agreement as to time, shall be given for the year only, or, if such agreement exist, for the period they are to occupy the land,

Thirteenthly. The village acccountant shall keep in a prescribed form a Register of all *Pattayams* issued ; this will com-

plete the settlement, which will then be subject to no alteration, but such as, on annual revisal, may be necessary in consequence of the land not being wholly cultivated, or the abandonment of the land by under-tenants, Paracudis, &c. or of the redeeming of mortgages or other re-entry on land by the Mirasidars, or vice versâ, by additional land having been subrented, mortgaged, &c.

15. Many points connected with these rules require further consideration and explanation, but as I at present propose them merely as on outline of a general plan to be altered or modified, as circumstances require, when the *Tirvei* assessment of the village I have selected is in progress, I shall at present notice only three, not for the purpose of urging immediate decision on either, but to show the propriety of their being considered before the conclusion of the settlement.

16. The first is respecting the measurement of land where there is no suspicion of concealment. If the true accounts of produce and price be procured, or even supposing these are not quite accurate, if they have not been fabricated for the occasion, but are bonâ fide those which have been annually prepared and registered in the village accounts, where is the utility of any measurement of the lands? An extent which has produced a hundred *calums*, or from which a hundred *calums* have been usually assigned as the Sircar share, will produce no more though it be ascertained to contain twice the number of *canies* at which it is stated, nor will the profit of the Mirasidars from their villages be increased by its appearing, on actual measurement, that they have held fifty instead of thirty *canies manyam*. Any addition to the *Tirvei*, in consequence of the first result, or any reduction of the extent of *manyam*, in consequence of the second, would be a positive increase to the Revenue paid by the village, and consequently, an additional tax on the inhabitants. It may be argued plausibly enough, that an accurate measurement of the lands will tend to greater regularity in the accounts, and that the public demand may thereby be fixed with greater certainty; a correct register of lands may be matter of statistic curiosity, but as regards revenue, which must look to produce not to extent, I cannot persuade myself that it is of any utility; what the lands have actually produced for a series of

years, embracing as much as possible, every vicissitude of season, they may be reasonably expected to continue to produce ; and this only is the true basis on which the public demand on them can be permanently fixed.

17. The second point is a very material one—It is, what arrangement shall be made with respect to waste lands ? The village accounts generally make three distinctions with regard to them namely, *Tarisu*, entirely barren and uncultivable ; *Anádi-carambu*, immemorially waste, but cultivable ; and *Shecal-carambu*, lands which have been cultivated lying waste :—with respect to the first, they should like *Perumboc*, &c. be deducted totally from the assessable lands of the village : but, with respect to the other two, shall they be given up to the industry of the inhabitants, the general *Tirveis* being some what raised in consequence, or shall they be assessed and retained under the superintendence of Government, as the means of obtaining a future increase of Revenue ? I am aware that the Rayetwari of the Ceded Districts goes on the latter principal, but though this system is to be generally adopted, I am not aware that it is the intention of Government that it should be followed in all its details. I am aware of the arguments which have been urged against giving up the wastes to the inhabitants, or even reducing the rate of assessment on them, lest they should abandon the cultivation of the full assessed for those on which a lower rate is leviable ; and yet I am inclined to think, that with respect to *mirasi* villages at least, the leaving the wastes *free* to the Mirasidars would be the soundest policy and tend most to the ultimate prosperity of the country. In countries, like the Ceded Districts, where *landed mirasi* is unknown and where a considerable portion of the agricultural class appear in fact to be Payacaris, more or less itinerant, transporting themselves, with their ploughs, from place to place in search of land to cultivate, as the pastoral tribes do in quest of pasture for their flocks, the argument against giving up or under-assessing the wastes may hold good, but it does not apply to those where *mirasi* and its valuable privileges exist. Here the Mirasidar is rooted into the soil, and nothing but the extremity of calamity or oppression can remove him : he is according to the forcible expressions in which the an-

cient traditions of Tondamandalam are delivered, by his *Mányams* and *Sotantrams*, his privileges and superiorities, *chained and riveted to his natal earth*, and if he be once assured that these are permanently secured to him, there is no fear that he will ever abandon it. The obligation under which the Mirasidar holds these privileges undoubtedly is, that he should cultivate or provide for the cultivation of an extent of the assessable land in proportion to the share he holds in the village: as this obligation however could not be enforced on him without leading, as it has done in too many instances, to great oppression, he must be induced to perform his engagement by making it his interest to do so, and this can only be effected by relieving agriculture from the burthens under which it labours, and which alone is the cause, in this part of India at least, that cultivation is not extended as far as the means of the Mirasidars admit. In the *Jagir* especially no loss, provided adequate means were adopted to prevent deterioration of Revenue from the cause to which I have alluded, could accrue to Government from this measure, for, as in fact the Revenues from the wastes were given up to the Mutadars, to transfer them to the Mirasidars would be only a continuance of the same system, and the effect, it appears to me, especially if judicious advances of *tacávi*, for the for the purpose of reclaiming wastes *only* were allowed, would be to bring into cultivation a considerable portion of the cultivable lands, and thus to ensure that consummation so devoutly to be wished, a generally light assessment on all.

18. The third point regards rather the rights of the inhabitants than the interests of Government—it is whether, as provided for in the preceding rules, the *Pattyams* shall be given to the inferior, or temporary occupiers of land, Ulcudis, Paracudis, Assignees, &c., direct by the Sircar Officers, or whether they shall be given through the Mirasidars? The first method is certainly more congenial to the Rayetwari system of the Ceded Districts, and I have provided for it accordingly, but I am decidedly of opinion that the latter would be preferable. It would place the Mirasidars in the situation to which they consider themselves exclusively entitled by confirming to them the *Praverticam* or general management of the affairs of the village, it would consolidate their interests with those of Go-

vernment, and it would prevent the meddling and vexatious interference of the Sircar Officers, which is one of the greatest evils of any system of Revenue which enters into too great minuteness of detail. The other method would have the contrary effect; it would disunite the interests of Government and of the people, and those of the several descriptions of the people from each other; the Mirasidars would be jealous of the independency of those who ought to hold under them and fearful of further encroachments on their rights, which, undoubtedly, the inferior Rayets, especially if they found themselves likely to be supported by the Sircar servants, would embrace every opportunity of making. If the first method were adopted, the amount of Revenue payable by every landholder, about which, under the *Tirvapet* system, no dispute could exist, or if there did could be readily adjusted, would be received by the Mirasidars and paid, with their own dues, into the Cutcherry of the Tahsildar; if the latter, a large establishment of *Maniyancars* and collecting officers must be maintained at a considerable expense to Government and with no small inconvenience to the people.

19. I have not mentioned the distinction that ought to be made in introducing the *Tirvapet* system into *Pasung-carei* and *Arudi-carei* villages, though this is a point on which some consideration ought to be bestowed; I reserve it for discussion during the progress, or after the formation of the settlement, when experience shall have enabled me to speak more decidedly on it: the village I have selected is *Arudi-carei*, and I beg leave to suggest, therefore, that the experiment proposed to be conducted under my superintendence be extended to a *Pasung-carei* village also, as otherwise it cannot be considered as complete, nor as affording that full information on the subject it is your object to obtain.

20. In the sixth of the preceding rules for converting the *Varapet* lands of *mirasi* villages into *Tirvapet*, it is stated that they shall not be measured unless this may be necessary to correct the *Tarapadi* accounts, and this is all that would be requisite in forming the general Rayetwari settlement, while by the reduction of labor, it would greatly facilitate it; with respect, however to the village now to be placed under my superintendence, I propose

to measure the entire extent of the lands of every description included within its boundaries, conformably with the instructions contained in your Secretary's Circular letter of the 3rd April.

21. The various establishments provided for in Colonel Munro's instructions, of Measurers, Examiners, *Terrim-Mutasiddies* and *Ser Terrimdars*, though necessary in a detailed measurement of a district, are of course superfluous when it is confined to a village, nor is the method prescribed, of paying according to the work performed, in the latter case applicable; I propose therefore to entertain the following establishment, both for measuring and classing the lands, and when this is finished, to depute the Head Maistry attached to the Cutcherry, who is well qualified for the discharge of this duty by his knowledge of the subject, to check both the measurement and classification in the mode laid down by Colonel Munro, in his instructions to the Examiners and *Ser Terrimdars*.

1 Maistry	For measuring	at Star Pags...	8	per mensem.
2 Goomastas	and classing	at 4 Pags. each or	8	„
4 Lascars	the lands.	at 2 do or	8	„
1 English writer and Accountant.....			15	„
1 Samprati.....			4	„
2 Conicopillies at 2½ Pagodas each or			5	„
			48	

As I infer it is the Board's wish that the detailed accounts should be furnished in English, the employment of a person for this purpose is indispensable, as there is no servant in the Cutcherry to whom I can assign this duty, all being fully occupied by the current business of the office, the *tirveis* will be determined, and Assessment made by the Head Sheristadar, and my Assistant will, as you have directed, occasionally inspect the proceedings, in the several stages, and report upon them.

22. Before concluding this address, I beg leave to observe that there are many points in Colonel Munro's instructions which are not applicable to this part of India, and which, consequently, would be found to impede instead of facilitating the introduction of the Rayetwari settlement. One of these is the license given to the measurers to sub-divide fields or to alter them in any manner; it indeed can

scarcely ever be necessary in *Nunjei* lands and, though perhaps it might be convenient in extensive *Punjei* fields, it would be preferable that the established divisions should in all cases be continued, or if alteration become absolutely necessary that it should be made by the inhabitants themselves and not by the measurers, and that a record of it should be entered in the village accounts.

23. The use of the English measure, the acre, also in the detailed measurement appears to me objectionable, as the villagers, to whom the whole proceeding should in all its stages be made perfectly intelligible, would never be able either to pronounce the word or to comprehend the idea it conveys; in this part of India, the known measures of the country, the *Cani*, and *Cól* or *Cuzhi*, would as I should proceed to show be in every respect preferable.

24. There are three variations of the *Cól* or *Cuzhi*, from which the *Cáni* is calculated, in common use; the first is that on which the *Rayaji* or *Saint Thome Cani* is founded, it is measured by a rod of 24 *'Adi* or feet, the square of which is one *Cól* or *Cuzhi*, and 100 *Cól* or 57,600 square feet is one *Cani*; this measurement is in use, to the exclusion of every other at Madras, and is generally known throughout the neighbouring country; the second is the small *Cól* measured by a rod of 12 feet, the square of which also, multiplied by 100 is one *Cani* or 14,400 square feet:—the third is the large *Cól*, measured by a rod of 36 feet, the square of which multiplied by 100 is one *Cani* or 1,29,000; one or the other of these measures is used, I believe in all the villages throughout the Jagir, or, if there are instances of local variations, still the rod by which the *Cól* or *Cuzhi*, whence the *Cani* is derived, is measured is some multiple of the common standard of the whole, which is the full human statuře or* 6 feet; the standard of the small *Cól* is obtained by doubling this, which gives 12 feet,

Whether the *Adi* differs in any part of the Country from the English foot I cannot positively determine; at Madras they are the same.

* I have in the text confined my remarks to the land measures in use n the neighbourhood of Madras; I have reason to believe, however, that they might be made more general, and that it may with truth be asserted that all *land measures throughout India* are derived from the standard I have indicated: the following calculations serve to prove this.

the square of which is 144, and all *Cóls* and *Canis*, are multiples of this primary number; thus the *Cól*, when *Rayaji's Cani* is deducted is 4 times this number, and the large *Cól* above mentioned 6 times; it is clear, therefore, that however various the several *Canis* in use in different parts of the Country may apparently be as they are all referrible to a common standard, their relation to each other is ascertainable by so easy a calculation that this nominal variety can occasion no inconvenience or difficulty, and indeed, ceases to exist.

25. To introduce, instead of this simple but perfect system of land measurement, the English statute acre, measured according to Colonel Munro's method by a rod of 33 feet, and which, consequently, has no connection with the Tamil standard could answer no purpose of convenience or utility, while to discard a system founded on fixed principles and by its regularity affording the greatest facility to the calculation, for one referrible to no known principle and by no means remarkable for regularity, is to evince disregard for propriety, justifiable only by the certainty of some special benefit accruing from the measure. I am of opinion,

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The Tanjore *Véli* contains 2,88,000 square feet, the standard is 6 feet then say :—

or Squared.	1 *Cuzhi.*
$6 \times 2 = 12 \times 12 = 144 \times 100.$	
1 *Má.*	1 *Veli.*
$14{,}400 \times 20 =$	2,88,000 Square feet.

Again.

The largest measure in use in Tinnevilli, generally, though erroneously, supposed to be deducted from the quantity of grain sown, contains 1,58,400 square feet. Then say Pri. No. $144 \times 100 = 14{,}400 \times 18 = 1{,}58{,}00$

Again.

The primary square number deducted from the standard is not always to be multiplied by a whole number, though the largest measure is always a multiple of it, but by a whole number and a simple fraction—thus the large *Cutchala* of Nellore containing 16,38,40 square feet is thus deducted $144 \times 37\frac{3}{4} = 1$ *Gunta* $4096 \times 50 = 1$ *Garra* $2{,}04{,}800 \times 8 = 1$ *Cutchala* 16,38,400 square feet; and the *Cutchala* of Guntoor containing 9,98,400 square feet, thus, $144 \times 108\frac{3}{4} = 1$ *Gunta* $15{,}600 \times 64 = 1$ *Cutchala* 9,98,400 square feet. The Bengal *Biga* appears also to be derived from the same standard.

therefore, that the acre should be entirely rejected or inserted only in addition to the *Cáni*, in the English accounts, that in the detailed measurement the customary *Cani* of the village only should be used, and in the Tamil accounts of measurement, the extent should likewise be expressed in *Rayaji Canis*, this conversion, as I have already explained, may be made by the easiest operation of figures, and will occasion in fact no further trouble than the filling up of an additional column.

[No. XLIII.] *From Board of Revenue to Collector of Madras : dated 24th July*, 1817.

* * * * *

Para. 7. It is gratifying to the Board to observe from para 12th of your report that no *Mirasi* right need be infringed, and that no obstacles which may not be surmounted are anticipated, in converting the *Waraput* lands of Vayelur into *Teerwaput*.

8. The subject of waste land discussed in the 17th para of your Report will be reserved for future consideration.*

* * * * *

10. The Board are decidedly of opinion that under which every mode, whether by *Warum*, or by *Teerwa*, the public Revenue is realized, *no Ulcudi Pyarcudi or Pyacari is entitled to hold a permanent Puttyam*. The usages in each Village may be safely followed in this respect, without interfering with or opposing the introduction of the Ryotwar plan of assessment and of collection.†

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[No. XLIV.] *Circular from Board of Revenue to Collectors of Nellore, and other Districts : dated 31st July*, 1817.

Para. 1. I am directed by the President and Members of the Board of Revenue to transmit to you the enclosed printed documents.

Extract from a Report from the Collector of Madras, dated 25th June 1817, para 1 to 20 inclusive.

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* It does not appear from the Records that the Board ever again took up the subject of waste lands.

† See No. XLVI. of these Selections.

Extract from a letter to the Collector of Madras, dated 24th July 1817, para 1 to 10 inclusive.*

2. Although the rules proposed by Mr. Ellis, to be followed by him in the survey of the village he has undertaken to survey, will not apply to all villages, as being drawn up with reference to the rights and usages of Tondamandalum, the Board are of opinion that they will be generally useful, and that the information contained in Mr. Ellis's report is calculated to lead to enquiries into individual rights, and to secure them from violation under the new plan of settlement and collection ordered by the Honorable Court of Directors.

3. In the reply to Mr. Ellis, you will observe that the Board have reserved the questions of waste land, and the inexpediency of measuring all *nunjah* or wet land, for future consideration, the existing orders of the Board on this subject remain, therefore, in full force. The Board will be happy to receive any observations or recommendations on these subjects, which may suggest themselves to you during the progress of the survey.†

4. The orders to Mr. Ellis, in para. 5th relating to *Sunnud Mauniums*, and in para 6th relating to the keeping of a diary or minutes of proceedings during the survey, are to be considered as having been given to you, and are to be complied with accordingly.

Circular.

To Ganjam.
Vizagapatam.
Rajamundry.
Masulipatam.
Guntoor for Palnad.
Chingleput.
Tanjore.
Nn. Dn. of Arcot for the Pollams and assumed Jaghires.
Sn. Dn. of Arcot do. do. do.

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* See Nos. XLII. and XLIII. of these Selections. Not a single reply seems to have been returned to this Circular.

† See note to para 8, of preceding No.

Trichinopoly.
Tinnevelly.
Madura and Dindigul assumed Pollams.

[No. XLV] *From Board of Revenue to Government : dated 8th September*, 1817, *giving a sketch of their proposed Draft of a Ryotwar regulation and asking their opinion on certain points.*

* * * * *

Para. 16. In conclusion, I am directed to observe that whatever may be the other principles prescribed for the proposed settlement, the Board intend to forbid the Collectors to admit any persons to enter into agreements direct with the officers of Government under the Ryotwar system, who are not, by hereditary or prescriptive right, entitled to pay their dues directly to the Sirkar, and that their object therein is to preserve the rights of the *Meerassidars*, *Oolcoodies*, and *Cudeems*, from that infraction in favor of their inferior tenants, the *Pyacarries*, which by admitting both on a footing of equality was the cause of just ground of complaint under the former Ryotwar system.

[No. XLVI.] *From Government to Board of Revenue : dated 16th December* 1817, *replying to preceding No.*

* * * * *

Para. 11th. I am directed to state, with reference to paragraph 16, that the Governor in Council proposes, that the Ryotwari settlement should not be attended with any infraction of the rights of Meerassidars or others in the soil, but that further than that object may require, it does not appear necessary to preclude the Collectors from entering into agreements with Ryots who may not hitherto have paid Revenue direct to Government; any difficulties which may arise on this head will of course be referred by the Collectors for special instruction.*

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* This is quite opposed to the principle proposed by the Board in their letter to Mr. Ellis, of 24th July 1817, para 10 and to Government of 8th September 1817, para 16. See Nos. XLIII. and XLV. of these Selections. This is admitted in para 268 of the Board's proceedings, dated 5th January 1818. See No. XLVIII.

[No. XLVII.] *Extract from Draft of a Ryotwar Regulation, prepared by the Board of Revenue; dated 29th May, 1817.*

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16. Collectors shall limit the demand for public revenue to lands actually cultivated, unless the occupier of uncultivated land prefers retaining the land and paying the *teerwa* on it, to giving it up to another who has offered to cultivate it. Contracts voluntarily entered into to pay revenue for a specific quantity of land at a given rate or amount, may nevertheless be enforced by Collectors.

17. In villages* in which the lands under cultivation are held permanently by the same cultivator, and are not liable by custom to be periodically changed, and in which no valid objection is made by the other cultivators to the measure, it shall be competent to cultivators to demand, and to Collectors to grant a lease of such lands on terms to be mutually agreed on; provided such terms are approved by the Board of Revenue and confirmed by the Governor in Council: and the revenue of the last year of such lease, provided the measure be sanctioned by the Honorable the Court

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* Extract of the general letter dated 16th December 1812, par. 38. "The principle of the proposition that was suggested by Mr. "Græme, for confining the leases to the lands that have been con- "sidered and are classed under the head of lands in cultivation, "might, we conceive, if it had been adopted, have had a beneficial "effect upon the minds of the Ryots; and wherever they were in "circumstances that would have rendered them responsible tenants for "a rent equal or nearly equal in amount to that which their lands had "paid, we should have approved of your granting long leases, and "would have confirmed them in perpetuity to such Ryot individually, "because we are of opinion that the effect of such separate settlements "would be not only to stimulate the industry of those who should be "thus permanently established in their property, and enable them gra- "dually to apply for portions of the waste lands upon the terms at "which it has been customary to allot such lands, convertible into a "perpetuity at a reasonable assessment, but because the example thus "held out of the benefits derived from exertion could not fail, in the "course of time, to have a general influence upon the other occupants of "land."

of Directors, shall be the *permanent revenue* demandable on such land. Waste land shall not, in any case, be included in the leases or permanent tenures allowed to be made by this section. The form of the deed to be issued for such leases shall be submitted to the Board of Revenue for approval, previously to being issued.

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19. Compulsory measures shall not be used to cause the cultivators to extend their cultivation, and cultivators shall be left at liberty to extend or contract their cultivation annually in the way they may think most to their advantage. A cultivator shall not, however, be permitted to throw up any one of his dry grain fields, which may be so surrounded by his other fields that it cannot be got at without passing over the fields in his occupation, and which consequently no one else will take, unless such cultivator shall consent to allow, without any remission, a road of twelve feet broad through his other fields to such fields without claiming any remission.

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21. Persons who are desirous of cultivating unoccupied lands may take them at any period during the year; but persons who may intend to throw up lands shall signify such intention within the period to be fixed by each Collector for the surrender of lands in the actual occupation of any cultivator. All lands retained after proclamation so made will be liable to be assessed with public revenue.

22. Where the lands so thrown up in any one year are lands held under *meerassy* tenure, the previous occupant or occupants of them shall be at liberty to reclaim them in the ensuing year, on agreeing to cultivate them, and to pay the public revenue due thereon. The temporary occupant shall be considered a *Pyacarry* only.

23. The assessment to be fixed on fields under this Regulation shall not hereafter be raised in cases where the productive powers of the land shall have been increased by improvements made by the Ryots at their own expense, in digging wells, repairing tanks, &c.

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28. When land may be held on *cowle* for a term of years, the rate of assessment of the last year of the *cowle* shall be considered as the future fixed rate of assessment, except in the following cases.

1st. When a person may excavate or sink a well and make a new garden, he shall, at the expiration of the turn of the *cowle* enjoy one-third of the land or produce free from tax ; that is to say, he shall only pay two-thirds of the full revenue which such land would otherwise be liable to pay.

2nd. When a person may construct a new tank for the irrigation of lands, he shall receive from the Governor in Council, as a testimony of their approbation and an encouragement to others to follow his example, a grant of the public revenue of ..... of the land newly brought into cultivation ; that is to say, he shall pay only.....of the full revenue of the land watered from such tank.*

[No. XLVIII.] *Extract from Minute of the Board of Revenue, on the different modes of Land Revenue Settlement, as existing in different Districts ; dated 5th January* 1818.

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14. There cannot, however, be a doubt, that the slavery prevalent among the lower classes of Hindoos is of a very different and opposite nature from that so strongly and justly reprobated in England, inasmuch as foreign traffic or external commerce in slaves is quite different from domestic slavery. It has been stated by very competent authority, Mr. F. W. Ellis, the Collector of Madras, that in the Tamil country, the *Parriyars* and *Pullers*, most of whom are slaves attached to the lands of the *Vellaler*, as well as the *Pulli*, who are generally serfs on the lands of the *Bramin*

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* Paras. 23 and 28 seem contradictory. This Draft Regulation never became Law, but Regulations iv. v. ix. of 1822, were the result of further correspondence. The papers are printed at pages 614, 628 of Appendix Rev. III. to H. of C. Report of 1832.

There are some valuable remarks by Sir T. Munro on this Draft Regulation, printed at page 881, vol. i. of " Revenue Selections."

Meerassidars, sometimes claim *meras*, or hereditary private property, in the "incidents of their villainage," and that "it is generally allowed to them and their descendants, on proving their "former residence in the village, however long they may have "been absent from it."* On the other hand, the late magistrate of Malabar, in addressing Government respecting the sale of men, women, and children of the Pollar, Cherumakul, Panian, Kanakan, Kallady, Yocallan, and Nacady tribes submits, that "if the "general question of slavery, as recognized by the local usages of "Malabar, or by the Hindoo and Mahommedan law, is not affected "by the laws made to abolish the slave trade, adverting to the "wretchedness and diminutive appearance of this description of "natives, it still appears to be a subject well worthy the humane "consideration of the Right Honourable the Governor in Council, "to enact such legislative provisions as will tend to ameliorate "their condition, and prevent their being sold out of the talook, "or indeed off the estate, the place of their nativity, and above all "from being exposed for sale by public auction, in execution of "decrees or in satisfaction of revenue† demands."‡

15. The right which the slaves in the Tamil country possess to continue attached to the soil where they are born, which, though not universal, is pretty general among them; their dependence rather on a community than on an individual, and perhaps the vicinity of some of them to the Presidency, where a general knowledge prevails that the spirit of our Government is inimical to bondage, seem all, more or less, to have contributed to render their condition, in some degree at least, superior to that of their brethren on the other coast. It is by no means, however, to be un-

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* See note on paragraphs of the enclosure to Mr. Ellis's letter, under date the 30th May 1816.

† The Board are not aware that this is ever done in satisfaction of revenue demands, payable direct to the Government; but all assignments of revenue give a right to make revenue demands, and the assignee is at liberty to follow the established practice in realizing his lawful demands, where the practice and the law are not at variance.

‡ See enclosure in Mr. Secretary Hill's letter, 9th December 1814.

derstood, that this is universally the case. Their treatment necessarily depends principally on the individual character of their owners, and when we reflect on those evils that are inseparable from even the mildest state of slavery, and consider how large a portion of our most industrious subjects are at present totally deprived of a free market for their labour, restricted by inheritance to a mere subsistence, and sold and transferred with the land which they till, policy no less than humanity would appear to dictate the propriety of gradually relieving them from those restrictions which have reduced them, and must otherwise continue to confine them, to a condition scarcely superior to that of the cattle which they follow at the plough.

16. While such, in the opinion of the Board, ought to be the policy to be pursued with regard to this class of people, it would be obviously unjust to interfere with the private property which there can be no doubt that the Ryots at present possess in their slaves; and it might be dangerous too suddenly to disturb the long established relations in society subsisting between these two orders. For the present, therefore, it would seem sufficient, with the view to prevent oppression or abuse of authority, to define by legislative enactments the power which may be lawfully exercised by a Ryot over his slaves: but as the revenue records do not afford information sufficiently minute and satisfactory for this purpose, it is resolved to call the particular attention of the Collectors in Canara, Malabar, and the Tamil country, to this subject, and to desire that they will take an early opportunity to communicate fully their sentiments thereon for the consideration of the Board.

The Rights of the Ryot.

17. In proceeding to investigate the rights of the Ryot, the Board deem it proper to premise that this term, which is familiar to all acquainted with Indian finance, as applied to designate the cultivators of the soil in general, is here employed by them to distinguish that particular class only among them who employ, superintend, and sometimes assist the labourer, and who are every where the farmers of the country, the creators and payers of the land revenue. In many parts of the Tamil country, but especially

in the province of Tanjore, the privileges of many of this class have been purchased, usurped,* or acquired, by Bramins, and in Malabar by Moplas, or Mussulmans of Arabian descent, who now therefore represent the original Ryots ; but in general, like the Nairs of Malabar, the Vellalers of the Tamil country, the Coombees of the Ceded Districts, and the Reddies and Naidoos of the Northern Circars, the Ryots are the principal among the Soodras, the lowest of the pure Hindoo tribes, who appear originally to have possessed the exclusive occupancy of the land throughout Hindoostan.

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In the Tamil Country.†

64. In proceeding to consider the landed tenures in the Tamil country, we are immediately struck by the marked distinction observable between them and those on the western coast ; originating, apparently, in the different states of society existing on the two opposite sides of the peninsula.

65. In Malabar and Canara the Natives seldom reside together in any considerable number ; and in these districts, therefore, villages,‡ or rather an assemblage of houses into townships, is rarely to be seen. The numerous persons employed in, or connected with the civil or military departments of the Government, as well as the merchants, traders, and others interested in the foreign commerce of the country, inhabit the principal sea-port towns situated immediately on the coast ; but, in the interior, the agricultural population is scattered in little groups all over the face of the country, and each landlord resides apart on his own private estate. Hence a spirit of independence characterizes all the landed proprietors in these districts, and community of property, or common interest in the soil, is altogether unknown, every right or privilege connected with it being vested in individuals, never in any col-

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* See an instance of transfer by the power of the sovereign authority, in Mr. Hodgson's report on Tinnevelly, dated 24th September 1807.

† See letter from Mr. Ellis, 30th May 1816.

‡ A village in Malabar is not an assemblage of houses, but a certain extent of country.

lective body of the people. But on the eastern coast of the peninsula we find the whole population of the country congregated in villages of a greater or less extent, each of which has not inaptly been compared to a separate and independent corporation or township. The Curnum or accountant, the Bramin Poojary or priest, the carpenter, and the potter, with many others, from the astronomer down to the blacksmith, are all servants, officers, or members of the village community, of which the Ryots,* already described, form the principal and leading party. Each individual participates more or less in the common united concerns of the village; and there has consequently arisen on this side of the peninsula a community of interest in the land, which, though not universal, is so prevalent throughout the country as materially to affect its landed tenures.

66. In every Tamil village the exclusive right to the hereditary possession and usufruct of the several descriptions of land situated within its boundaries was originally vested in the Vellalers, one of the principal Soodra castes of that nation, by whom it is termed *cawnyatchi*, or free hereditary property in the land. It would now be of little utility, were it possible, to attempt to trace the different gradations by which, in the course of time, this right has been partially transferred from the members of this caste to the various other tribes in whose possession it is now to be found. It is sufficient to know that in all parts of the Tamil country it is still retained principally by the Vellalers, but is now frequently held by the Bramins also, who distinguish it by the Sanscrit term *swastium*, signifying any thing peculiarly one's own, and partly by other Hindoo tribes, by Mussulmans,† and sometimes by Native Christians, among whom, as well as among Europeans, it is now generally

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* In the Tamil country, *Caniatchey-carer* or Meerassidars, and Pyacarries of the two descriptions given, *viz. Oolcoodi* and *Paracoodi*. In the Telingana country, the *Cadeem* inhabitants, and the *Pyacarries*.

† The occupiers of land for tillage (on *caniatchey* or on any tenure) of the Mussulman tribe are not numerous in the territories under the Presidency of Fort St. George. The tillage of land is not much followed for a livelihood by Mussulmans in this part of India.

known by the name of *meerassy*, a word of Arabic derivation, denoting hereditary property in general, and apparently introduced, and applied to this right, by the Mahomedans, soon after their conquest of the Deccan.

67. It may here be proper to remark, that the term *meerassy*, by which, as being now in most common acceptation, the Board propose to designate this particular right, is occasionally applied to other hereditary privileges of a very different nature, though all more or less connected with the land, and it is therefore of consequence that the *landed* meerassy under consideration should not, from this circumstance, be confounded with those other rights, which, for the sake of distinction, may be termed *office* meerassy.

68. The *office* meerassy consists of the hereditary right to certain *marahs* or deductions from the gross produce of all taxable lands, and to certain *mauniums* or assignments of the Government tax on particular spots of ground, which have been attached to various village and district offices, not only in the Tamil country, but elsewhere. Thus the meerassy of the village Curnum or accountant, as well as those of the village or district Cavilgar or police officer, of the village *taliar*, blacksmith, carpenter, washerman, barber, and of various other village officers, are to be found as prevalent in the provinces of Telingana as in the southern districts; but the *landed* meerassy, which alone is now under notice, is understood to be peculiar to those provinces which have been distinguished by the name of the Tamil country.

69. As regards this particular *meerassy* right, the lands of every Tamil village may be divided into two distinct kinds: 1st, those held free from the condition of any payment on the part of the Meerassidars; 2dly, those which they hold on the express condition of rendering a certain portion of the produce as public revenue to the State. In the first class are included, 1st, the *perumboc*, or lands incapable of cultivation; and 2ndly, the *tarisee* or waste lands. In the second are included all the cultivated lands in the village, consisting, 1st, of *maunium*, or land of which the public revenue has been transferred by the Government to certain individuals, with a right to receive it from whoever cultivates the

land; and 2ndly, of *waraput** and *teerwaput*,† or lands the public revenue from which has not been alienated, but is paid to the State. The *meerassy* right extends to all these different descripcriptions of land; but each must be enjoyed according to its peculiar nature.

70. The *perumboc*, or land incapable of cultivation, consists of rocks, public roads, the beds of rivers, tanks, and water-courses, the public ground in which the bodies of the dead are burnt or interred, the *paracheri* or suburbs of the village, occupied by the huts of Pariar slaves and other outcasts, the lands on which the different village temples stand, and the site of the village itself, called in Tamil the *Nuttum*. It is in this last place that the houses of the landlord Meerassidars are invariably to be found; for here, and no where else, are they permitted to build their houses. Various other pure tribes, such as Bramins, weavers, merchants, and others, are admitted to dwell in this place, and all therefore who reside in it are not Meerassidars; but all the Meerassidars have houses, or at least sites for their houses, in the *nuttum*. Indeed, their title to erect their dwellings on that particular spot, and their right to control the affairs of the village pagoda, and to appropriate the produce of quarries, mines, or fisheries, are the chief privileges they possess in the *perumboc*, which, as here described, being incapable of being cultivated, is not liable to any tax.

71. The *tarisee*, or waste land, is subdivided into the *anadi carumboo*, or immemorial waste, and the *sheycal carumboo*, or waste land that has at some time been cultivated; each of these consists chiefly of tracts of common, on which the Meerassidars graze the cattle employed by them in agriculture, or of jungle, in which they cut the firewood used by them for fuel, and both are held free from tax. Should the Meerassidars, however, possess the means, they are vested with ample right to extend their cultivation to these lands, though it is understood that the consent of Government is necessary before they can break up the *anadi ca-*

* Paying a *warum* or share.

† Paying a *teerwa* or money tax.

rumboo, or land that has never been under the plough ; but the moment any part of either the *sheycal* or *anadi carumboo* is reclaimed, the nature of the land is changed, it ceases to be *tarisee* or waste, and no sooner is it converted into cultivated land than it is transferred, as such, in the village accounts, to the head of *waraput* or *teerwaput*, and in common with all land of that description becomes, for the plain reasons already given, liable to tax.

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84. The Meerassidars render the public dues, as they are described above, on all the *waraput* and *teerwaput* lands which they cultivate, to the officers of the Government appointed to receive them ; but the Meerassidars who cultivate lands assigned in *maunium* tenure, render the public revenue due from such lands direct to the individuals to whom the rights of Government have been transferred.

85. In addition to the exclusive right to the hereditary possession and usufruct of the lands in each village, which on the tenure above explained was vested in all the Tamil Meerassidars, a peculiarity distinguished those who inhabited that particular portion of the Tamil country which is known by the name of *Tondei Mandalam*, and which, extending from the southern extremity of the Nellore district nearly to the river Colleroon, includes chiefly the Company's *jaghire*, now the zillah of Chingleput, and the two divisions of the Arcot *subah*.

86. From the earliest times, it would appear that in the villages of that part of the country a certain portion of arable land, to be held altogether free from tax, was attached to the *meerassy*, and formed an integral and important part of that right. It is termed the *cawniatchi* or *grama maunium*, and is altogether distinct from the *turabudy*, *sunnud*, or *doombala mauniums* ; for on these the public tax was paid by the Meerassidars to the several individuals holding the same ; but on the *grama maunium* they paid the public tax to themselves, in other words, they held it altogether exempt from tax.

87. Inseparably connected with the *cawniatchi maunium*, was another peculiar privilege of the Meerassidars of Tondei Mandalam, namely, their right to certain fees or *marahs* which, under

the denomination of *cooputtum*, *cani* or *grama marah*, and *calavasem*,* they received in the shape of deductions from the gross produce of all the cultivated lands in the village paying tax to the Government. Where the lands were cultivated by their own labourers or slaves, this secured to them an additional profit in the *nunjah* lands only, for in these the deductions were made from the gross produce before the Government share was paid by them; in the *poonjah*, and other lands assessed with a money tax, the whole of the produce was already their own. But where these lands were cultivated by others, as hereafter explained, the Meerassidars received their *marahs* on the *poonjah*, *totacal*, &c., as well as on the *nunjah* lands.

88. These *marahs*, peculiar to the Meerassidars of Tondei Mandalam, must not be confounded with other *marahs*, or deductions from the gross produce, which, as before-mentioned, are prevalent throughout both the northern and southern provinces in favour of certain village or other officers, such as the village Curnum or accountant, the village or district officer or Cavilgar, or which have been established for other public purposes, such as the repair of tanks, &c. These are *paid* by the Meerassidars of Tondei Mandalam in common with all others who cultivate the lands, but their own *marahs* are *received* by them.

89. On the establishment of every Tamil village, as now constituted, the rights above explained were vested in all the original Vellaler settlers, as a collective body, not in each individually; every one of them, therefore, possessed a separate equal share in the whole *meerassy*, and hence in each village, to the present day, the number of equal shares into which the *meerassy* was at first divided remains the same as when the village was originally settled. In some villages there are a hundred shares, in others of the same extent fifty or ten only; but whatever may be now the

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* The *calavasem marah* is generally given to the free labourers, in lieu of hire, and, in some cases, indulgent masters grant it even to their slaves also. Where Pyacarries cultivate the land, the *calavasem* is appropriated by them, and the other *marahs* only paid to the Meerassidars.

number of Meerassidars, the number of shares invariably remains the same as at first determined. From the number of Meerassidars having decreased since the settlement of the village, some of them may now hold two, three, four, or fifty shares. From their number having increased since that period, the shares may have been split into fourths, sixteenths, thirty-seconds, or other fractional* parts, and many may therefore hold a part only of a share; but the number of original equal shares in each village has continued unaltered for ages. Supposing a village to have been at first divided among thirty-two original settlers, into thirty-two equal shares, and its Meerassidars now to be a hundred in number, if any one of them is asked how many shares there are in the village, he will immediately answer thirty-two, but when asked how many of these belong to himself, or to any other particular Meerassidar, he will answer two, three, or four shares; or perhaps the half, the fourth, or the sixteenth part of a share, as the case happens to be. It was these well known and ascertained facts which induced the Board to record, in their proceedings of the 22d August 1816, that the Potail, and the office, as described by Colonels Munro and Wilkes, did not exist in Tondei Mandalam, or as they believed any where east of the Payenghaut.

90. In all Tamil villages, the *perumboc* or uncultivable land, the *tarisee* or waste, and in Tondei Mandalam the *meerassy maunium* and *marahs* also are held in common joint property by the whole of the Meerassidars, each, in proportion to his share in the *meerassy*, being entitled to participate therein. If a village consists of thirty-two shares, and a Meerassidar possesses half a share, he is entitled to a sixty-fourth part of all the advantages derived from the fisheries, mines, or quarries in the *perumboc*; to a sixty-fourth part of the pasturage, firewood, and other profits of the *tarisee* or waste; and, in Tondei Mandalam, to a sixty-fourth part of the gross produce of the *meerassy maunium* and *marahs*. In mortgaging or selling the whole or any part of the *meerassy*,

* The fractions of the peninsula descend by fours, in the same manner as our decimals by tens.

he mortgages or sells a proportionate part of his *share* in these; but he cannot divide and dispose of any particular spot of land in the *perumboc*, the *tarisee*, or *meerassy maunium*. No particular spot in any of these belongs to him; he possesses a *share* in all, not a *part* of each, and the whole must remain entire. This however, does not apply to the *cultivated* land, which in some villages is held in this manner by all the Meerassidars collectively, as one joint indivisible property, but in others by each individually, as property of a separate, distinct, and independent nature. Hence its tenure is two-fold, *pasang-carei* or *samadayem*, and *arudi-carei* or *pala-b,hogum*.*

91. *Pasang-carei* in Tamil, and *samadayem* in Sanscrit, are terms both implying collective proprietary right, used to denote that particular joint tenure of the cultivated lands† which, like the joint tenure of the *perumboc*, *tarisee*, &c., explained above, was anciently universal throughout the Tamil country, and still prevails in many villages in every part of it, but especially in that known to the natives by the name of *Tondei Mandalam*. Under this system, the *meerassy* right to any particular spot of cultivated land in the village is not vested in any individual. The *meerassy* of the entire cultivated lands attached to it, like that of the *perumboc*, *tarisee*, &c., belongs to the whole body of Meerassidars; each, in proportion to the shares or parts of a share he holds, being entitled to participate in the common property. The number of shares belonging to each Meerassidar being known, the lands are either cultivated by them in common, and the net produce, after payment of tax, divided according to the share of each in the *meerassy*, or the land itself is thus divided, either annually,

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* It will be shown hereafter that the *ryotwar* plan of assessment destroyed by violence all these ancient usages and customs in the two divisions of Arcot, and so completely, that both Mr. Ravenshaw and Mr. Græme have denied the existence of *meerassy* in those provinces; but it is believed that the courts of justice have been required to try causes relating to this property.

† These terms are also applied to the joint tenure of the *perumboc*, *tarisee*, &c.

or every five, or six, or ten years, the fields of which the *meerassy* is to be held by each for that period being fixed by drawing lots.*

92. In many villages, however, especially in those of Tanjore, Tinnevelly, Madura, Dindigul and the other Tamil provinces to the south of the Colleroon, the Meerassidars, instead of dividing the cultivated lands of the village periodically, according to the shares or parts of a share held by each, appear, after having once divided them in that manner, to have declared the division permanent, and thus to have converted the ancient collective tenure of the cultivated lands into one in severalty, which is distinguished by the Tamil denomination *arudi-carei*, or by the corresponding Sanscrit word *Pala-b,hogum*. Under this system each Meerassidar enjoys the *meerassy* of his own particular cultivated fields, and has no interference whatever with those of his neighbours; and when he sells his *meerassy*, he transfers to the purchaser not only his common right to participate, to the extent of the share he holds, in the *perumboc*, *tarisee*, *meerassy maunium*, *marahs*, and other collective property in the village, but his individual right to certain particular and defined cultivated lands. Supposing him to hold half a share in an *arudi-carei* village of thirty-two shares, he would possess a sixty-fourth *part* of the whole cultivated lands; namely, fields, 1, 2, 3, and 4, with which no other Meerassidar could possibly interfere; but if it were a *pasang-carei* village, he would possess a sixty-fourth *share* only in the whole cultivated lands, from 1 to 64 inclusive; in lieu of fields 1, 2, 3, and 4, fields 61, 62, 63, and 64, might fall to his lot, and at the termination of a certain period he would be obliged to relinquish these lands to some other Meerassidar, and to take such other fields as chance might allot to him.

93. In many instances in Tanjore, and occasionally even in other districts, the whole *meerassy* of a village has by purchase, or other means, become vested in a single individual; and the te-

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* The *ryotwar* plan of assessment fixes the assessment on the field, but it does not necessarily fix the field or the lot of a particular individual, although the Board fear it has done so in most cases.

nure, in this case, is distinguished from the other two above-mentioned by the denomination of *eka-b,hogum.*

94. From the nature of these tenures, no village can be partly *pasang-carei*, partly *arudi-carei*, and partly *eka-b, hogum*; it must be one only of the three. Each is to be found in all parts of the country, but, as already explained, the first is most prevalent in the northern, and the second in the southern Tamil provinces; and to these also the last is chiefly confined.

95. The Tamil Meerassidars have thus far been considered as themselves cultivating the lands, by means of their own hired labourers or slaves, as they do so much more universally than the landlords of Malabar or Canara; but like them, also, they occasionally rent out their lands to under-tenants, named Pyacarries.*

96. The Pyacarries, on condition of paying to the Meerassidars a certain share of the produce, or sometimes on *poonjah* land a certain *teerwa* in money, but rarely a fixed sum of money for a given extent of land, rent from them lands of a greater or less extent, for one, two, or more years. In the *pasang-carei* villages they hold of all the Meerassidars collectively, in the *arudi-carei* villages from each individually, and in the *eka-b,hogum* villages from the sole Meerassidar. In Tondei Mandalam, in addition to their stipulated rents in kind or money, they pay the established *marahs* of the Meerassidars, known by the denomination of *cooputtum*, *cawnyatchey*, or *grama marah*, &c. In no case have they any concern whatever with the *perumboc*, *tarisee*, or in Tondei Mandalam with the *meerassy maunium*; and of the rent paid by the Pyacarries, what remains to the Meerassidars, after the liquidation of the land-tax, is called *toondoo-warum*, or *swam-b,hogum*, the clear net landlord's rent.

97. The Pyacarries or tenants are divided into two distinct classes, named *Oolcoody Pyacarries* or permanent tenants, and *Paracoody Pyacarries* or temporary tenants.

* "This term," observes Mr. Ellis, "is said to be derived from the "Persian words *paye, the foot,* and *kurdun, to labour,* or *kisht carkurdun,* "*to cultivate.* The proper Tamil term is *payer-cudi,* or *payercaren,* "from *payer, cultivation,* and *cudi* or *caren,* an *inhabitant, a person,* "from the latter of which it is probably corrupted."

98. The Paracoody Pyacarries are strangers admitted into the village as tenants from year to year, or for some other limited period. The terms on which they rent are settled between themselves and the Meerassidars ;* and on the expiration of their leases their rents may be raised, or they may be altogether ousted from their farms. In this respect they resemble the *Patomkars* of Malabar, or the *Chalie-guenies* of Canara, and like them are, in fact, tenants either at will or under special agreements.

99. But where land for a certain period, which varies in different places, has for several generations been farmed by the same family, the tenant is termed an *Oolcoody Pyacarry*, and by prescription becomes possessed of an hereditary right to hold his farm in perpetuity, on condition of the regular payment of the *maumool* or customary *warum* or *teerwa*. Like the *Mul-guenie* of Canara, the *Oolcoody Pyacarry* and his descendants never can be ousted from their farm so long as this is paid, nor can the *warum* or *teerwa* be raised by the Meerassidar ; but though they can mortgage, they can never sell these their hereditary privileges.

100 The foregoing may be considered a tolerably correct view of the landed tenures in the Tamil country, as established during the ancient Hindoo governments. The Tamil *meerassy* never appears to have been of equal value to the *jenm* of Malabar, or the *wurgha* of Canara, and the Meerassidars seem to have united in their own persons the character of farmer with that of landlord, much more universally than the *Jenmkars* or *Mulees* of the western coast. The difference in the value of these properties is distinctly traceable to the larger portion of the produce taken as public revenue, the less productive nature of the soil, and less favourable climate on the eastern side of the peninsula, compared with the

* For instance, if the tank of a *meerassy* village is burst by too great a flow of water in a storm, and the water runs off, the Meerassidars of the village visited with so great a calamity would carry their labour to a neighbouring village and cultivate as Pyacarries, but must pay the fees of superiority to prevent their laying any claim, at a future period, to a share of the *meerassy* of the village in which they have been admitted as temporary cultivators.

advantages enjoyed by the occupiers of land in Malabar and Canara; but, from the numerous deeds of sale still extant throughout the southern provinces, there is no doubt that at one time *meerassy* was universally a saleable and transferable property, and that the Meerassidars every where enjoyed a *toondoo-warum*, or clear landlord's rent, from all the lands cultivated by their Pyacarry tenants, and both a landlord's rent and a farmer's profit from the lands which were cultivated by their own labourers or slaves.*

101. It is by no means, however, to be understood, that this is the state generally of *meerassy* property at the present time. The severe and arbitrary policy of the Mussulman princes, which, notwithstanding their short and unstable authority on the other coast of the peninsula, so materially affected the interests of the landlords both in Canara and Malabar, proved much more detrimental to the Meerassidars of the Tamil country, where their authority was of considerable duration, and their dominion was firmly established under the commanding inuflence of European power. It is well known that, by successive augmentations, the demand on the Meerassidars of the Carnatic was gradually raised, so as at last very

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* The Bramin Meerassidars who do not follow the plough themselves, and even many Soodras, leave their lands under the care of the Oolcoody Pyacarry who pays about forty-five per cent. of the produce of the land as revenue to the Government direct, or through the Bramin; from twenty-two to twenty-five per cent. as landlord's rent to the absentee, and is content with from twenty-eight to thirty-three per cent. in remuneration for his labour, for seed, for cattle, and for his subsistence. Many of the Hircarrahs attached to the company of Guides are Bramins of the villages of Madranticum and Ootramalore, and hold *meerassy*. Their *meerassy* is cultivated by Pyacarries, who pay to the relatives or agents of these Bramins the difference between the portion of the produce due to Government and the portion due to themselves.

To Government	45
The Pyacarries take from	28 to 33
	78
Landlord's net rent	22
	100

generally to absorb not only the whole of the landlord's rent, but in many places a portion of the farmer's profit also. Most of the Meerassidars in that part of the country were thus reduced to a situation which, except in name, differed little* from that of the Oolcoody Pyacarries or permanent farmers ; and the Mussulman Government, by absorbing the whole landlord's rent, became not only the sovereigns but the landlords of the country, enforcing in practice their favorite maxim, that the State is the exclusive proprietor of the soil.

102. Accordingly, of the Tamil provinces, Tanjore, which was transferred to us directly from the Hindoo government, and was scarcely ever under the Mussulman power, is the only one in which, on our acquisition of the country, *meerassy* right was found, as before described, nearly unimpaired. In the Chingleput district, also, which was ceded to the Company as a *jaghire* before the full extent of the arbitrary power and severity of the Mahomedan government had begun to be felt, as well as in Dindigul, Madura, Trichinopoly, and Tinnevelly, the latest of their southern conquests, *meerassy*, though greatly reduced in value, was found in a tolerably perfect state ; but throughout the *soobah* of Arcot, and very generally in Salem, Baramahl, and Coimbatore, the successive augmentations made to the land tax, or what is the same thing in its effects, the excessive demands made by the Mahommedan government in other shapes, had left of *meerassy* little else than the name.

103. In Malabar and Canara, where the land-tax was a portion of the landlord's rent, fixed on the land, and collected from the landlord, or those in possession of his rights, whether the fields were cultivated or fallow, the Government did not interfere in any respect with the cultivation of the soil ; but from the greater part

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* There was some difference. The Meerassidar besides his right in the cultivated lands, whence he derived his landlord's rent and farmer's profit, possessed other privileges, as already explained, in the *perumboc*, *tarisee*, *meerassy maunium*, *marahs*, &c., and these privileges continued to be enjoyed, and sometimes to be sold, though his landlord's rent was gone.

of the land in the Tamil country consisting of *nunjah*, and the land-tax thereon being a portion of the produce, any failure of the Meerassidars to cultivate their lands directly affected the public finances. Hence it became an established principle of *meerassy* tenure, that it was incumbent on the Meerassidars to cultivate all the *waraput* and *teerwaput* lands attached to their village, either by means of their own servants or slaves, or by renting them out to Pyacarries or tenants.

104. So long as there remained to the Meerassidars a *toondoo-warum* or clear landlord's rent, they wanted no other stimulus to urge them to cultivate to the utmost; but where this now became absorbed in the Government demands, or in the loss arising from compulsory contracts, or forcible impositions at arbitrary prices of the Government portion of the produce, the *land-tax* was converted into a *land-rent*, the *landlords* sunk into *land-occupiers* or *holders*, and restricted to the profits of mere farmers in the land cultivated by their own labourers or slaves, they ceased to employ Pyacarry tenants in those other lands, from which they no longer derived any advantage.

105. To prevent the public revenue suffering from arable land being thus left vacant, the Government resorted to the expedient of transferring it *temporarily** to Pyacarries or tenants of their own selection. Nay, this principle was even applied to the *tarisee* or waste lands, and on the Meerassidars declining to cultivate waste for which other offers had been made, it became customary for the Government to grant *cowles* to Pyacarries, securing them in the occupation thereof, for such a limited term of years as was deemed necessary to ensure to them a fair return for the stock and labour employed to render the land productive. In Tondei Mandalam, however, the share of the produce allowed by the Government to the Pyacarries thus employed by them was more favourable than that which they allowed to the Meerassidars; but this difference

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* The temporary nature of the transfer implied a right militating against the act, but it is feared that these temporary transfers too often became permanent.

was more than compensated to the latter by their retaining the *cawniatchy maunium*, which the Pyacarries never enjoyed, and which seems to have continued in possession of the descendants of the ancient Meerassidars, even in those places where they relinquished or were ousted from, proportions of their other lands.

106. The employment of Pyacarries or tenants by the Government itself, the natural result of over-assessment, greatly contributed to level the ancient distinctions between the *meerassy* landlords and their *pyacarry* tenants; for, notwithstanding the Pyacarries thus employed by the Government often admitted the justice of the Meerassidar's demand for his *coopultum*, *marahs*, and *toondo-warum*, and in Tondei Mandalam for his *meerassy marahs* also, they too frequently asserted, perhaps with truth, their inability to discharge these dues, in addition to the public assessment; and from their being placed in immediate contact with the Circar, the *meerassy* landlord had no longer any power to enforce his demands. Under these circumstances, the Pyacarries, or tenants, in many instances, from the secession, emigration, or removal of the Meerassidars or landlords, became possessed of a great portion of the cultivated lands in the village. Mr. Place, in his elaborate report, under date the 6th June 1799, which has the merit of being the first public document that treated to any extent of the subject of *meerassy* right, after stating that 15,994 *meerassy* shares are held by 8,387 Meerassidars, the total number then in the *jaghire*, expressly adds,* that "the re-

* This gentleman removed the Meerassidars from some of the finest villages, and conferred the *meerassy* of them, by *cowle*, on the Pyacarries, or even on strangers, because the Meerassidars refused the terms on which he offered them the rent or contract of the Government portion of the produce for three years. The Government of the time sanctioned the measure. Its injustice cannot now be misunderstood. It compelled the Meerassidar not only to render the public dues in kind as established by long usage, but to consent to contract for the value of those dues during three years to come, on an estimate formed by the Collector of the extent of the produce and its price. In other words, on his (the Collector's) estimate of the amount and value of the public tax for the three years to come.

" mainder, or 1,827 shares are unclaimed, but occupied by Pya-" carries." Mr. Lushington, in his report on Tinnevelly, under date the 29th December 1800, particularly mentions whole villages of this description, as distinguished from those in which the *meerassy* still remained entire. The last mentioned villages are known in Tinnevelly by the name of *pundarah* or *agrahara vadiky* (*meerassy* villages of Soodras or Bramins), and the distinction between them and a *pyacarry* village is well described by Mr. Lushington, as consisting in the latter " not being purchased, and in their being " no practices prevailing in them of *pungs*,* *carays*,† or *rushum*,‡ " for the lands of the village in general, or any right indeed, in " the inhabitants, to dispose of, or alienate in perpetuity, the lands " they occupy, as is possessed by the proprietors of the *pnndarah* " and *agraharah vadiky*." Where the *meerassy* was not yet destroyed, the Meerassidars still possessed a saleable property in the land ; but where, by over-assessment, over-collections, or compulsory contracts, they had been reduced to a situation little different from that of mere Pyacarries, or on their quitting or giving up their lands, their former *pyacarry* tenants had usurped, or been placed in possession of them by Government, all vestige of the original shares into which the village was divided, or of the existing share of each Meerassidar was obliterated : every ancient distinction of this kind disappeared with the private property to which it was attached, and all the cultivators, being considered as Pyacarries or tenants, now paid their rents directly to the State, which had assumed the functions of the landlord also.

107. Such, more or less, was the situation of each of the Tamil provinces, except Tanjore, when the British Government obtained possession of the country. In Tanjore, *meerassy* right remained universal throughout the province, and continued a very valuable property. Mr. Harris, in his report of the 9th May 1804, estimated the Meerassidars' *toondoo-warum*, or clear net landlord's

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* The share of each individual Meerassidar.

† Shares into which the village *meerassy* was originally divided on the formation of the village.

‡ *Roosooms*, *marahs* or fees.

rent, at somewhat less than twenty-five per cent., or about one-fourth of the gross produce of the land; the Meerassidars being about the same period upwards of sixty thousand in number. In Trichinopoly, also, Mr. Wallace's report of the 8th September 1805, shows that *meerassy* was there generally prevalent and valuable. Mr. Hodgson, in his report on Tinnevelly, estimates the *toondoo-warum*, or surplus rent of the Meerassidars in that province at thirteen and a half per cent. of the gross produce; and his reports also show that *meerassy* still existed very generally in Dindigul and Madura, as well as in those lands of Coimbatore which possess wells: but it was universal nowhere except in Tanjore, and not every where of equal value. It is, however, to be remarked, that in many parts of the country the superstitious veneration of the inferior Hindoo officers of the Mussulman government for the privileges of the Bramins, had preserved the *meerassy* rights of that sacred tribe from the additional cesses which destroyed those of their less favoured Soodra brethren; for in the northern division of Arcot, where the existence of *meerassy* generally has been denied by the Collector,* he allows that the *swastiums* of the Bramins are saleable property. In Tinnevelly, also, the *dhurmasasenum* lands on the banks of the Tambrapurney, belonging to a colony of Telinga Bramins, were found more favourably assessed than the *Pundarah vadiky*, or Soodra *meerassy* lands; and even in Tanjore the Soodra Meerassidars did not receive so high a *warum* or share as the Bramins.

108. Having given this view of the actual state of *meerassy* property on our first acquisition of the Tamil provinces, it remains to show how far it has been affected by various systems of revenue management adopted by the British Government. But as the consideration of this subject is connected with the settlements introduced into other parts of the country, such as the Ceded Districts, Nellore, and Palnaud, the Board are obliged to defer their observations on this head to a subsequent part of this

* The proceedings on the decennial settlement of the northern division of Arcot will show that the Board are inclined to an opinion different from Mr. Græme's.

minute, and will now proceed to submit a few remarks respecting the rights of the Ryots in those provinces which have been distinguished by the name of Telingana.

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114. From the marked distinction still maintained between these *Cadeems* and the *Pyacarri* Ryots; from the Potail *mauniums* of the Ceded Districts and those of the head Reddies and Naicks, or Pedda Caupoos in the Northern Circars, being often held in shares, like the *grama maunium* of Tondei Mandalam; from the general resemblance of the village institutions of the two countries; and from the word *cawniatchey* being well understood and employed in Telingana to designate private landed property, even though now there unknown, the Board have little doubt that the Tamil *meerassy*, or a very similar tenure, was at one time established throughout the northern districts. Certain however it is, that long before our acquisition of the country, private property in the land, if it ever prevailed in these provinces, had ceased to exist. The *Cadeems*, if they at any time enjoyed a *toondoo-warum* or clear landlord's rent, had long before that period been universally deprived of it, by the over-assessments of their Mussulman rulers; and if they ever possessed the power to sell or dispose of their lands, it must have been at a time far beyond the memory of man; for not only has this power continued unclaimed by any Ryot, from Nellore to Ganjam, but there has not yet been discovered a single deed of the sale of landed property by individuals in any of the provinces throughout Telingana.

115. Accordingly, on the cession of the Telinga provinces to the British Government, the *Cadeems*, whatever their former situation may have been, were possessed of no other rights than those of the *Oolcoody Pyacarries* in the Tamil country. Their landlord's rent, if it ever existed, with all power of selling or disposing of the land, was universally gone; but they continued the hereditary permanent farmers of their villages, and so long as they paid the public dues, they could not be ousted from their lands, which, though not now saleable, have descended from father to son, from generation to generation.

116. This hereditary right to their lands seems indeed, to have

been the only distinction remaining between them and the *Pyacarry* Ryots ; for the public dues had here been raised higher than in any other part of the peninsula.* One-half, and in some cases only one-third of the wet, two-thirds or even one-half of the dry and from three-fourths to seven-eighths of the garden crop, has been calculated as the nominal share of the Ryot ; but, in fact, the demand on him was limited only by the supposed extent of his means : his share was often reduced to a fifth, or even a sixth of the produce, and over-assessment had every where levelled the *Cadeem* to the situation of the *Pyacarri*.†

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205. Before proceeding to explain the nature and result of the *ryotwar* survey in the southern division of Arcot, it may be proper, in elucidation of the system pursued by Colonel Macleod and his successors, and of the rights of the people in this part of the country, to quote the following observations of that officer respecting *meerassy* right.

"The assumed rights of the heads of villages are very pre-"judicial to the prosperity of the country, and so long as these "rights are acknowledged to the extent to which they claim them, "it will be impossible effectually to suppress abuses. This situa-"tion must have been originally a temporary public employment, "which could have been continued no longer than the individual "was supposed deserving and capable of the charge."

"Some persons have shares in ten or twenty villages, at the dis-"tance of perhaps thirty miles asunder. They even pretend to

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* See fifth Report of the Select Committee of the House of Commons.

† It does not appear to have been customary for the cultivators in the Northern Circars to take the Government portion of the produce at a fixed price. The *Cadeem* inhabitants have seldom been renters of their villages, and a difficulty is now experienced in prevailing on the *Cadeem* inhabitants of the Chicacole estates to rent their villages even for a grain rent. The public revenue has very generally, and for a long period, been paid through intermediate renters, not only in the *havelly* lands but in the *zemindarries*. These renters take the Government portion of the crop in kind and make the most of it, paying an equivalent in money to the Zemindar or Collector, as the case may be.

" have divided among them the whole lands of villages, in which " there may be more than one Meerassidar, and they prevent the " occupancy of any part of their imaginary shares without their " concurrence."

" Though I have not taken upon myself to abolish the right of " any Meerassidar, I consider it as repugnant to good policy to " employ more of this description of people than may be required " to make the collections and to superintend the cultivation; and " as the pay or the fees attached to the situation would be inade- " quate to the trouble and responsibility which falls to the man " who manages, if he be obliged to share it with others, I think " the manager or the Monigar of the village should receive the " whole."

206. From this statement it is evident, as before explained, that though the privileges of the Meerassidars in the southern division of Arcot had been grievously diminished by the over-assessments of the Mussulman government, they had not yet been entirely annihilated. It is assumed however here, that *meerassy*, instead of a private hereditary property, was a public temporary employment, " continued no longer than the individual was considered " deserving and capable;" that the *meerassy* shares were " imaginary," and although the right of any Meerassidar, is not abolished, it is intimated that the whole should be transferred to the Monigar, because when divided, according to ancient usages, between him and the other Meerassidars, it was inadequate.

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220. Still the Board do not consider this survey free from a material objection; for they apprehend that it involved an infraction of the little *meerassy* right remaining in the district. Among the *sotuntrums* resumed and added to the revenue of Government, to the extent of about two per cent. in the *poonjah*, and no less than about twenty per cent. in the *nunjah* lands, they observe that the *marahs* of the *Gramatars* (literally *villagers*) were included;* and these *Gramatars*, whose oppressions on the lower Ryots are the theme of all Mr. Ravenshaw's reports, the Board believe to have been " the heads of villages" mentioned by Colonel Macleod,

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* See Enclosure C. in Mr. Ravenshaw's Letter, 10th May 1808.

as possessing *meerassy* shares in the village, but whom he considered it repugnant to good policy to employ. Mr. Ravenshaw, who to the last denied the existence of *meerassy* in any part of his district, seems to have taken a similar view of the rights of these persons : their *marahs* or extra privileges were therefore resumed ; and, if the Board mistake not, the value of them in money was, and is still paid, as proposed by Colonel Macleod, to the Monigars, (now called Putta-Monigars,) the *meerassy* being thus not expressly abolished, but indirectly destroyed, and the office of Potail created by an act of injustice. The Putta-Monigar, in the southern division of Arcot, is thus an inhabitant selected to collect the revenue, and receives a stipendiary allowance for the duty from a fund created out of a property notoriously belonging to others. Mr. Ravenshaw, notwithstanding his great anxiety to remove oppression of every kind, and particularly that oppression of the head inhabitants *(Gramatars)* which he represents to be so great in so many reports, did not restore to those people the rights of which the first attempt at a survey had deprived them.

221. The assessment, by Mr. Ravenshaw's own admission, was so excessive on the southern division of Arcot, that it is not surprising if the Meerassidars endeavoured, by additional assessments on their Pyacarry Ryots, to reimburse themselves for the extortions of the Government ; and the oppressions to which the lower classes of the people were thus subjected may not therefore have been exaggerated by Mr. Ravenshaw in his reports. But in remedying one evil the Board apprehend that another was committed ; while the Pyacarries were relieved from the pressure of their burdens, the few remaining privileges of the Meerassidars were resumed, and they were by the *ryotwar* survey reduced to an equal level with those who had formerly been their inferior tenants. Under such circumstances, it is not surprizing that they united with the Curnums to obtain by fraud, what was otherwise denied to them ; and that on the detection of their abuses, they seceded with many of their Pyacarry Ryots from villages, and appealed to the controlling authorities at Madras : but, on warrants being issued to apprehend them, they returned to their villages.

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297. The new settlement also differs from that which formerly prevailed, in another essential point. Instead of denying the existence of all private property in the lands on this side of the Peninsula, it expressly acknowledges that property to exist in most of the provinces, to a greater or less extent; and as it is no less the desire of the Honorable Court of Directors than that of the Government and the Board, to uphold private rights, it will be the duty of Collectors specially to guard against any infraction of the landed tenures of the country. The attention of the Collectors in Dindigul, Madura, and the two divisions of Arcot, is accordingly particularly called to the necessity of revising the former *ryotwar* surveys of their respective districts, with the view of ascertaining how far they interfered with the established rights of the Meerassidars, and how far the restoration of these rights is now practicable. It is evident not only that the *marahs*, *tondoowarum*, and other privileges of the Meerassidars, were very generally incorporated with the land revenue in these districts, but that in many places their *grama-mauniums* were resumed, and it would appear that where the *pasung-carei* tenure existed, the *ryotwar* survey in many villages, particularly in the southern division of Arcot, instead of assessing each field and leaving the Meerassidars to cast lots as usual for the occupation of them, made over particular fields to particular individuals, thereby forcibly converting the *pasung* into the *arudi-carei* tenure; and as many of the individuals thus admitted to the immediate occupation of the land appear to have been Pyacarries, the rights of the Meerassidars were likewise thereby materially infringed.

298. All Collectors, therefore, those in the Tamil provinces in particular, will be careful to avoid errors of a similar nature. They will perceive, that in order to "preserve the rights of the "*Meerassidars*, *Oolcoodies*, and *Cadeems*, from the infraction in "favour of their inferior tenants, the *Pyacarries*, which by ad-"mitting both on a footing of equality was the cause of a just "ground of complaint under the former *ryotwar* system," the Board proposed to Government that the Collectors should be forbidden "to admit any persons to enter into engagements with the

" officers of Government under the *ryotwar* system, who are not " by hereditary or prescriptive right entitled to pay their dues " directly to the Circar."* The Government, in reply, have stated " that the ryotwar settlement should not be attended with any in- " fraction of the rights of the Meerassidars or others in the soil; " but that further than that object may require, it does not appear " necessary to preclude Collectors from entering into agreements " with Ryots who may not hitherto have paid revenue direct to " Government." Now the Board apprehend that, in the Tamil provinces in particular, and even elsewhere, the admission of *Pya-carries* to a direct settlement with the Government will in general be found to be an infraction of the rights of the *Meerassidars* or *Cadeems;* but on this important subject it is their intention to address the Collectors separately.†

[No. XLIX.] *Extract from a Report on North Arcot, by Mr. Græme, dated 31st March*, 1818.

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97. I will now submit a few observations on the Meerassy rights said to be existing in these districts.

98. Considering, perhaps, that an absolute proprietary right was contended for, which was likely to curtail the rights and the power which I conceived Government to possess, and my attention not having been specially called to the investigation of any particular rights or privileges, or the extent or division of them, which many Meerassidars of these districts were said to possess, I have perhaps, in my reports, treated of the rights of the heads of villages, in a manner less qualified than I should have done under other circumstances.

99. Though I stated that I had not discovered in this district that any Soodurs possessed the privileges which I described the

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* See Nos. XLV. and XLVI. of these Selections.

† Government on 29th December 1818, approved generally of this minute, and sent it to the Court of Directors, with their letter of 2nd October 1819, printed at page 883, Vol. 1 " Revenue Selections."

Bramin Agraharums to have, I have in other places admitted, that the heads of villages, or those who were admitted in the circar *pottah*, had certain *meerassy* rights. I did not, however, go so fully as I would have done, had my attention been particularly directed towards it, into the number which in these districts participated in this *meerassy*, or the nature and extent of *meerassy* itself.

100. On the first settlement of every village, it has been customary, from time immemorial, to grant to the *Gramuttan*, or headman of the settlers, an assignment of a certain tract of land, called the *gramuttam manium*, and certain privileges or fees in kind, under the general denomination of *gramuttan sosuntrum*, bearing a certain proportion to the produce of the land of every cultivator within the extent of the village.

101. Both by the Hindoo and Mahomedan Governments, their property of these descriptions would appear to have been much respected, and it was allowed to descend in hereditary succession, and even to have been left to their disposal to transfer temporarily or permanently to others.

102. But the *Gramuttans*, or heads of villages, were subject at all times to punishment, by fine or otherwise, for offences and misdemeanours, or by dispossession of their lands and privileges: the latter, however, being considered an extreme act of rigour, which it is pretended was seldom resorted to, except in very urgent cases, such as treason against the sovereign authority, or capital crimes.

103. All the other lands of the village, except the *Gramuttan manium*, were at the disposal of Government to manage, as best suited their interest; and there appears to have been no fixed limit of the Government aggregate demand upon the village, which could entitle the *Gramuttan* of a *munevet* village, or a village possessed by Soodurs, to be considered an absolute proprietor of the villages.

104. All the *munevet* villages of the districts, or villages possessed by Soodurs, may be said to be either under the different tenures of *yekhabhogum*, or *pushoonkarry*, or *urdakarry*.

105. *Ekabhogum* or *yekhabhogum*, is a village where no other distribution has been made and no shares arranged, besides those of the original *gramuttan manium*. In some villages the *maunium* has remained in the hands of the direct descendants of the original *Gramuttan*, in others a division of it has taken place among branches of the same family, and from the poverty of some of the branches, at some time or other, individuals of other families, and other castes even, have occasionally been admitted to a participation of the *gramuttan manium* and privileges ; but as long as the division is confined to the *gramuttan manium* and *sosuntrum*, either according to the Hindoo laws of relationship, or under the urgent necessity from poverty, or other strong cause of admitting individuals of a different caste, the village seems to retain its appellation of *yekhabhogum*, which in its literal sense is supposed to imply possession or enjoyment by a single person.

106. *Pushoonkarry* seems to have been an association of partners *subsequent* to the original institution of the village. When the population and cultivation increased, it became necessary to add some new respectable inhabitants to the original proprietors, to assist in repairs of tanks, in the distribution and settlement of the different lands, and to regulate the irrigation. But these new partners were *not participators* in the original *gramuttan manium* lands, or any of the *sosuntrum*, but were partners in the profit and loss of the cultivation of all the lands.

107. Where shares are liable to a *periodical interchange* among the partners, the village is called *pushoonkarry ;* where the shares remain as at first fixed, *urdakarry*.

108. The great distinctions drawn the Bramin *agraharums* and the *munevets* seem to be these : that the former derive possession and the power of sale from grants of sovereigns ; that the whole lands of the village appear to be in a manner their property divided into so many shares ; that each holder of a share has the right to sell his share separately, and that the whole community have a right to sell the whole village ; that the *agraharums* were originally either *shrotriums* or *survamaniems ;* that under the latter tenure they were entirely exempt from land-tax, and that under

the former they paid an easy rent, not depending upon nor proportioned to the annual extent of cultivation, but having the aggregate amount for the whole villages fixed by the grant or *dana shasanum*.

109. That the latter, *munevet*, or villages possessed by Soodurs have no regular grants, that is *dana puttrums* or *dana shasanums*, or *tambur shasanums;* that they originally had certain portions of the land of the village, called *gramuttan manium*, and certain privileges, tythes, or fees in kind, under the general denomination of *sosuntrum;* that neither a single *gramuttan* where one headman possesses the *manium*, nor a number where they are several Meerassidars enjoying the *maunium*, can dispose of any thing but the *gramuttan manium* and the *sosuntrum* fees, all the other lands of the villages being considered out of the power of his disposal, and exclusively *belonging to Government:* that no permanent rent was ever settled either by grant or custom for the village, but that the annual rent depended upon the actual state of cultivation, the proportions only being fixed by general usage.

110. Except that the proportion of *mailwarum* which the Circar received, was smaller from the *agraharum* than from the *munevet* villages, it does not appear that the Circar exercised any greater degree of control over the *koodeewarum* of the one or the other, that is as far as regarded those *agraharums*, which were at first or afterwards became liable to a certain payment to the Circar. Occasional agents were appointed for the proper security of the *mailwarum* in both, but the management of the *koodeewarum* seems to have been left as equally to the *Gramuttan* of the *munevet*, as to the *Mahajanum* of the *agraharum* village.

111. There seems to be another species of tenure in the *agraharum* villages, which does not hold good in *munevet* villages. This is the *urdeekrayum*. *Urdi* would appear to signify permanent or irredeemable, and *urdi krayum* an entire permanent sale, which the *agraharum* possessors have alone the power of making of whole villages, or of their shares in them; but the denial of this right to the *munevet* villagers does not bar their right of the sale of *gramuttan manium* land, or of shares of it.

[No. L.] *From Mr. Smalley, Collector of Chingleput, to the Board of Revenue, dated 4th Nov.* 1820, *on the introduction of a Ryotwar Settlement into his District.*

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16. The fourth, fifth, and sixth rules embrace the ground work of the whole system which seems to require legislative enactment. It is not my intention to enter into a lengthened discussion respecting Meerassee right. I should wish simply and steadily to carry into execution the orders of Government, but there appears to me to require a distinct solution of the stated difficulties in introducing the Ryotwar Settlement in this part of India. I am aware that it has been introduced into both divisions of Arcot, but the mode of introduction has been disapproved, and it therefore becomes necessary for the Collector who is to execute your orders, to be clearly in possession of authority to act under particular circumstances according to a fixed rule. I should suppose that it was scarcely necessary in a practical point of view, to determine whether the Meerassidar, or more properly the *Kaniyatchi Karen*, is a land *holder* or a land *owner*. If he is simply a land holder, the object of the Government, in such case the only proprietor, is to make him a land owner. If he is already a land owner, the object is to attach him to his property. I shall now proceed with the utmost deference to state the measures which I think should be adopted, to secure the interests of all parties on the introduction of the Ryotwar Settlement. The main point will be to assess the lands with great care, and, as much as possible, to leave it to the inhabitants themselves to fix the assessment, being aided by the existing accounts of the villages, the testimony of neighbouring cultivators, and the opinion of the best informed Natives, whether Meerassidars, Nauttawars, Curnums, or Cultivators. The great expenses of the State and its vast military establishment need a large revenue, which must be chiefly collected in the shape of a land tax; the Collector, therefore, must bear in mind that the public interest can only afford at present a small profit upon the land, labour, and capital of the land holder. It is a fortunate circumstance that the land holder does not expect a large profit, but is content if he can maintain his family and perform

his religious ceremonies. It must need discrimination to ascertain that the land holder does gain by the cultivation of his land, and particularly, so to regulate, that his gains shall be in proportion to his skill, his labour, and expenditure bestowed upon his land. As the field rent is proposed to be fixed, as nearly as can be ascertained, by its productive powers and the value of its produce when ultimately realized, it seems that some additional encouragement should be held out to attach the Meerassidars to their land.

17. The main advantage I have to propose is the grant of a *Toondooteerwa* of three and a half per cent. on the gross rent, to the Meerassidars. Supposing the whole District to be cultivated, this will only amount to about 10,500 Pagodas, which if it have the effect of attaching the Meerassidars to their land, and of interesting them in increasing its cultivation, appears to be a small sum for so great an object. I have fixed upon three and a half per cent., because I find that *it is about the average Toondoowarum which the Meerassidars now receive* in this District, but it varies from less than one per cent. to 11 per cent. There is, however, only one village in Conjeveram so high as eleven per cent. I have called it a *Toondooteerwa* as I have followed up the circumstance of the receipt of *Toondoowarum*, but it is more properly a boon to the Meerassidar, and, to make it as apparent as possible, I would suggest its being deducted from the rent, that it may be clearly seen to be a real and not a nominal benefit. For instance, if a Meerassidar holds fields which together are rated in the Ryotwar Register at a hundred Rupees, three and a half per cent. shall be deducted and only 96½ collected from him. If from inability or idleness, a Meerassidar leaves his lands uncultivated, and they are in consequence given to another person, the temporary cultivator shall pay the full rent, that is the fair value of the use of the land, which he has neither bought nor inherited. It will therefore be necessary to be very cautious in fixing the assessment, and not to trust to the Toondooteerwa to make up for any error. In the latter contemplated case the Toondooteerwa will be the gain of the Government, and should be carried to account as extra revenue until the Meerassidar returns to his land. I have stated the

privilege which I recommend to be conferred on the Meerassidar as a *Toondooteerwa*, which is literally *a part rent*, and in fact if the lands are fairly assessed, it will become the land owner's net rent if he lets his land for the sum at which it is rated, the utmost to which he should be ever reduced. I do not perceive any essential difference between *Toondoowarum* and *Sawmybhogum*, both being the profit derived by the land owner for the use of his land at so many *mercauls* per ten *cullums*. There is, however, generally this distinction, that in receiving *Sawmybhogum*, the Meerassidar, according to special agreement, sometimes retains his post in the village and sometimes he temporarily relinquishes it, or in other words in one case the village fund is shared by the tenant, or in the other by the owner. In giving his land for *Toondoowarum*, the Meerassidar always retains his privileges. The grant I propose will be considered a boon by the inhabitants of particular value; the loss, if any, will be compensated to the Government by the improved state of the lands; but suppose it a free grant, is it not a great point to attach the great body of landholders to their lands, the source of the chief revenue, and is it not politic to secure the good will and affections of the best part of the community?

18. The second advantage which the Meerassidar will enjoy will be the village *maunium* and the privileges received in kind. It must be borne in mind that these privileges are always held in common, whether the village be *Aroodicaray* or *Pasungcaray*. The village fund *(grama silavoo)* is collected from these sources, and whatever remains after defraying the whole village expenses is divided amongst the Meerassidars. Should the charges exceed the income, the Meerassidars must pay their portions of the deficiency. It seems to me clear that this cannot be considered private property. It is a fund provided for the general concern and public convenience of the village. If for instance a peon is sent to collect the rent of a village, he receives *batta* from this fund and no Meerassidar would think of refusing it. If the purpose is public, the granter must have been the State. A member of a corporation in England enjoys, as such, a participation in its corporate fund, but he does not therefore conceive that he has any separate private property in it. So long as a Meerassidar cultivates his

Carnatic purchased it in order to present a village to some Brahmins. The tradition of the country is that a son of Nulla Chuckraverty, Rajah of Cholah Deysum, having heard that some shepherds and cowherds were cultivating a little land in Tondamundalum (which includes the Chingleput Zillah), a province embraced in Cholah Deysum, conceived the idea of clearing the lands of jungle, and bringing them into a state of cultivation. In order to this, he conferred the *cawneyatchee* on the Vellalers whom he invited from Cholah Deysum. The whole of Tondamundalum was then divided into 24 *cottums*, these *cottums* into 66 *nauds*, and the latter into 1,999 *nuttums*. The land and ownership were both originally *Pasoongcary*. When the *nuttums* were formed the ownership was made *Aroodecary*, but the land still remained *Pasoongcary*. In course of time, the Rajahs to gratify the Brahmins, gave them many villages, having as already stated, purchased the *cawneyatchee* from the Vellalers. The Brahmins divided the lands and converted them in separate possession, now called *Aroodecary;* and nearly all Agraharums are held under this tenure, as almost every Munnavedoo is still *Pasoongcary*, according to the original institution. There are exceptions to both, but this is the general case. Upon the whole I think the *cawneyatchee* or hereditary property in the lands of Tondamundalum cannot be questioned. I think too that the village privileges and *mauniums* are *cawneyatchee*, that is hereditary public property or hereditary remuneration for stipulated public duties, but there is no separate private right, else why did the Brahmins not divide these privileges when they divided their *cawneyatchee* lands? and why are they not saleable or transferable except with the land of the village? The reason is that they were intended for the public benefit. It would be a perfect contradiction in the revenue economy of India for one set of men to have the village fund and for another to possess the lands.

20. I now come to consider the seventh, eighth, and ninth rules. It appears to me that these regulations are necessary for all parties, and that they will prevent dispute and the necessity of legal investigation. Supposing a mortgagee to pay the rent it will not interfere with the right of the Meerassidar, for the regis-

ter will clearly designate that his possession is temporary, and that the mortgager may at any time redeem his property. In the case of a Meerassidar cultivating his land by hired labourers or Peracoodies, as is the custom with Brahmins, he himself will pay the rent because he is in fact in possession of the land, but even then a written engagement should pass between the Meerassidar and his tenant specifying the terms on which it is cultivated. This will secure the tenant from exaction and will prevent the Meerassidar being defrauded by the tenant, whilst the Collector will have a guide to determine any dispute which may occur between them. The seventh rule will render security upon land more perfect, as a reference to the register will at once show whether it is mortgaged. The eighth and ninth rules are requisite for the security of the revenue. It is to determine who is answerable for the current demand upon the land, and not to disturb the proprietary right in it.

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26. I shall conclude this part of my report with a few observations respecting waste land. As I fully *admit the Meerassidars right to the waste land*, I shall consider the mode of bringing it into cultivation without infringing any right. As the cultivation of waste may be fairly expected, the question is not a matter of indifference to the Meerassidar, and as the Government must look to this source for an improving revenue, it is one of importance to the public interests. It is acknowledged by the most strenuous advocates of Meerassee right that the Meerassidars are *bound to cultivate* according to their shares. The inference is, that if they will not cultivate, the Government or State, from whom the land was derived, may adopt such means for ensuring the cultivation as are consistent with reason and justice. I would propose that where waste land was pointed out as cultivable by a person willing to undertake the cultivation upon the terms of the survey, the Meerassidars should be summoned to know if they are willing and able to take it. If they are, the land should be given to them and the rent added to their Pottahs and Muchilkahs. If they are not, they should give an agreement to that effect, and the Government may grant a Pottah to the person who proposes to cultivate.

Should the Meerassidar, *at a future period, desire possession* of the land, it should, upon his paying all the expenses incurred by the temporary possessor, be restored to him, and provided further that he demands it within 105 *years*. Of course the onus of the proof that he is the Meerassidar must be upon the claimant. He must show that he or his forefathers received it by purchase or gift. The expenses incurred by a tenant should be determined by a Punchayet, two members of it to be named by the Meerassidar, two by the tenant, and one by the Collector. The *Coopatum*, arising from such waste land cultivated by a stranger, shall be given to the Meerassidar, if he is cultivating his Meerassee *sheygal* land, so that he may fully preserve his rights. If the Meerassidar leaves both his *sheygal* and waste land, the *Coopatum* should be carried to the credit of the Government. It will be the duty of the Tahsildar to see that a Meerassidar does not quit cultivated for waste land without being able to manage both. If it be intended gradually to discontinue advances for cultivation, perhaps it might be politic to determine that they shall only be made for bringing waste land into cultivation. The issue of advances is certainly much abused, and I should think under the plan of settlement I have proposed, might be gradually diminished and in a few years entirely discontinued, except for waste land. To discontinue advances immediately would decrease the cultivation and of course the revenue."

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41. *Sotunterum*, literally hereditary right, is the general name for the village privileges whether received by the land owners, the village officers, or the husbandman. Whoever receives *Sotunterum*, possesses it in meerassee or *cawneyatchee* tenure.

First. The land owners enjoy village *mauniums* which are lands free of rent, and *Coopatum* which are fees in kind.

Secondly. The village officers receive *mauniums*, and *soodoo*, *salegay*, *arg*, *pitchay*, *marah*, which are fees in kind.

Thirdly. The inhabitants, whether they be the cultivating Meerassidars or the labourers receive fees in kind called *cullavausum*

or *tauril*, and *poorakullum*. They are the wages of husbandry, and given to those who actually are engaged in it.

These observations apply universally. With regard to exceptions, it is first to be noticed that in some villages there is a *reddy maunium*, enjoyed by the head Meerassidar who conducts the general affairs of the village at the Collector's Cutcherry, and in the Talook with the Tahsildar. This exists only in a few villages in the *Jaghire*, and is evidently not the custom of the country as the name denotes. It may rather be considered a private arrangement of the Meerassidars, than a *maunium* strictly separate from the *village maunium*. Secondly, in some few villages, there is a *marah* received by the Meerassidars. There is no difference between this and their *Coopatum*, and is nothing more or less than an excess of *Coopatum*. With regard to exceptions of village officers' fees, it must be observed that in a few villages the Curnums do not receive *salegay*, but in lieu of it that which is called *ary*. The difference, however, exists only in the name, for they are essentially the same.

42. The *sotunterums* enjoyed by the village officers are very different in one village from another. In every village there is a *maunium* and fees in kind allotted for

The Curnum.
The *Taliary*.
The Astronomer.
The Carpenter.
The Potmaker.
The Blacksmith.
The *Puneseven* or village servant.
The *Vuttyan* or measuring man.
The Barber.

In some villages the following servants enjoy *mauniums* and fees.

The *Tuttan*, who is goldsmith and shroff.
The Washerman.
The *Cumboocutty*, the waterer of the fields.
The Cowkeeper.

The Church officers and servants.
The Snake catcher.
The Schoolmaster, (in Agraharums and Jain villages only.)
The *Vulloovun* or Tailor.
The Waterpandal man.
The *Topookauren*, who watches and waters the Topes.
The Chuckler.
The *Puttikauren*, who watches the crops.
The Waterwoman.

The three first officers are commonly found with *meerassee*, but the others only enjoy it in a few villages, and generally only *pitchay* without *maunium*.

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44. The *meerassee* of the village officer is hereditary and saleable property as well as the land, but in like manner as the *maunium* and *Coopatum* cannot be sold separately from the *meerassee* land, the *meerassee* of a village officer cannot be sold without the duty attached to it. If a Curnum sells his *meerassee*, the person purchasing it must write the village accounts either himself or by a substitute. So a Taliary may give away a part of his *meerassee*, but he must perform the duty of watching upon the remainder.

45. I have the honor to propose that a new method be adopted of paying the *sotunterums* which I have ascertained will be acceptable to all parties. The existing custom is to fix so many *mercauls*, as fees, for so many *cullums* of produce. The method I propose is to pay *so much for every cawny cultivated*. If this rule be adopted every one will at once know his right, and there will be no further interference with produce when individual money rents are introduced, either on account of the Government or the village privileges. This mode of settling the fees will be especially advantageous to the most useful village officers, the Curnums and Taliarys, who are necessarily often absent from their villages at the time of harvest and liable to be sufferers in consequence. By the proposed plan whether absent or present they will at once enjoy their rights. The land owners will be pleased with it because as long as they pay their rent, they will enjoy

their rights without interruption in any part of their labours of reaping, thrashing, or storing their produce. It will occupy some time to settle the privileges of every village, but I have the honor to submit a statement explanatory of the mode I propose to adopt. It is supposed in the one case that the fees upon ten *cullums* of produce amount to three *mercauls*. It is supposed in the other that there are five *cawnies* of land of different sorts producing together 35 *cullums*, and giving an average of 7 *cullums*, which at the rate of 3 *mercauls* per 10 *cullums* would give $2\frac{1}{5}$ 16th *mercauls* as the fees on the average per *cawny*, or $10\frac{1}{2}$ *mercauls* on the total produce of the five *cawnies*. As the ryotwar settlement of every village is made, I shall propose to ascertain accurately the shares of the Meerassidars and register them, so that by a reference to the register, and the cultivation account, the right of every one may be ascertained in a few moments.*

[No. LI.] *Extract from Proceedings of the Board of Revenue, dated 4th December* 1820, *on a reference from Mr. Hyde, Collector of South Arcot, as to the parties with whom he was to make the Settlement of the Government demand.*

1. "The collector of the southern division of Arcot, has entered at great length into a discussion of the question of *meerassy* claims. He wishes to know with whom he is to form the ryotwarry settlement on the approaching expiration of the leases; whether with the present occupant ryots, or with the head inhabitants, who are here called meerassidars; or rather the question, as the collector has put it, in fact is, whether the great body of the present landholders shall be deprived of their present property in the land; and whether official fees which they used to pay to the persons calling themselves meerassidars, which were deducted by the Government from their rent, but have since been consolidated with it and are now paid with that rent to Government by the present landholders, shall be considered an acknowledgment of those head inhabitants being the general landlords of the country, and entitling them as such to the occupancy of the lands, or to these fees when the lands are occupied by others?

* This is a valuable paper, the whole worthy of perusal.—W. H. B.

such an acknowledgment would, the Board think, produce much inconvenience and injustice, as well as loss of revenue ; and they will now proceed to state the ground upon which this opinion is founded.

" 2. Much has been said about meerassy rights in the Southern Provinces, much ingenuity, theory, and indeed enthusiasm, are to be found in the papers written on this subject ; but it is still doubtful when and how these rights originated, what they exactly were, and whether any native government ever admitted them to the extent claimed.

" 3. From all the information that has been collected on this subject, it appears that private property or meerassy, that is, a private interest, more or less valuable according to the circumstances, in the land, is to be found every where ; most of the villages, and many of the district officers considered, and indeed the native governments admitted, their offices to be hereditary, that is, *meerassy ;* these officers themselves were in general the principal landholders ; hereditary, that is *meerassy* offices, and private, that is *meerassy* landed property, became thus generally united in the same persons, and in the course of time have been frequently confounded together.

" 4. The meerassidars in the southern division of Arcot, and most of the other Tamil Provinces, seem to have been like the families of the *reddies*, *gowds*, *potels*, *kapoors*, &c. in the Canarese, Telinga and Mahratta Provinces. They may be considered the descendants, or at least in some way the successors and representatives, of the original settlers who cleared the lands and founded the village, and therefore established their rights of occupancy. They possessed a private property or interest in their own lands, a general interest in the common waste of the village, and they also enjoyed the *maunums* from the Government and *marahs* from the ryots, in recompense for their services to both as head farmers, magistrates, and collectors of the village. There may be in some villages a few families of these meerassidars, reddies or gowds, or head men of the village, under whatever term they may be designated, sprung from the same stock, who now have the meerassy

or right of the headmanship. The oldest and most respectable is generally the person recognized as head man by the collector; sometimes they take the duty on themselves by turns annually; some are disqualified; some have committed crimes, or embezzled the revenue, or exacted money from the ryots, or done something to exclude them from their share or turn of the headmanship; some have resigned, or even, though this ought not to be allowed, to have sold it; some are disagreeable to the body of the ryots, so that though there may be half a dozen or more persons belonging to those families who may be called meerassidars, it has become customary for one only, or two perhaps, to perform the duty and receive the allowances. The distribution of the service, as well as of the allowances among them, is regulated partly by their own private agreements with each other, and partly by the decision of the Government, where it becomes necessary for the welfare of the village community or for the security of the revenue for the Government to interfere; the most violent disputes frequently arise, and there is almost always much jealousy among the members of these families. The animosity of co-heirs among Hindoos is proverbial.

" 5. But besides these families, all inhabitants who have an interest in the village are meerassidars. The term is Arabic, therefore new and foreign here, but significant, and when applied to land from which Government derives a revenue, is the right to the use and occupancy of that land, which is generally a saleable property; but in fact any permanent interest may be called *meerassy*; a revenue peon may even be called a meerassidar, because he ought not to be turned out so long as he behaves well, and when he dies or is incapacitated, his son or nearest relation, if qualified, ought to succeed to his office.

" 6. The claims of meerassidars, if even they were at any time properly defined, must have been viewed differently by different governments; generally the government would have paid respect to their claims as landholders, and would have maintained them in their offices, because they looked to them for the cultivation and management of their villages; but the circumstances, principles,

and tempers of the various governments under which they lived, must have affected their interests as landholders and their situation as public servants ; strong, harsh, and poor governments would have encroached on the rights claimed by the meerassidars as landholders, while the meerassidars would have taken advantage of weak governments ; the meerassidars would sometimes have bribed the revenue officers ; it is probable they often continued to collect their *merahs* after ceasing to discharge their official duties, pretending these *merahs* were an acknowledgment of the landlord's right, instead of official fees. They have probably often collected, and continued to collect, contributions originally agreed to by the ryots to bribe the revenue servants and carry some point for the general good of the village, until it became doubtful why they were originally paid, when the meerassidars would call them *swamy-bhogam*, and pretend they were paid as an acknowledgment of their landlord's right. Rayajee limited their *mauniams*, and other ministers would from time to time have altered their condition as landholders. It is to be always remembered, that there is a constant struggle between the officers of the Government and the people ; the Government to maintain the prerogative and the revenue, the people to lower the revenue and set up their own privileges, and that both parties have recourse, as circumstances may dictate, to bribery, fraud, or force. It seems evident that the Mahomedan government never acknowledged the rights of the meerassidars to the extent claimed in some places ; and Mr. Hyde has stated, that the *meerassy* landed tenures, to the extent declared by the meerassidars, were not prevalent in the district upon our assumption of it, and that it was not received by any of his predecessors.

" 7. Meerassy rights must not merely be recognised but strenuously supported by the State ; but when the meerassidar fails to perform the service, and pay the revenue for which those rights were originally granted, and have been since continued, the compact between the meerassidar and the Government is broken, and the Government must look to some other person for the discharge of those obligations so necessary to its own existence. If the Government protect the meerassidars, the meerassidars must fulfil

the obligation for which such protection is given ; unless the Government exacts the fulfilment of these obligations it cannot collect its revenue, maintain its armies, and continue to protect the meerassidars."

" 8. If a meerassidar quits his land the Government must provide for its cultivation in order to get a rent for it ; but if the grandsons of the meerassidars who had left it, could come ninety-nine years afterwards and oust the ryot, who had been put in possession by the Government, and who had cultivated and paid the rent of it so long, confidence would be shaken, and the interests of agriculture would suffer ; and supposing the right of occupancy of the land should be still continued to the ryot, who had taken it under such circumstances, but made newly subject to the payment to the meerassidar in consideration of his supposed rights, of the *merah* or fees formerly paid, whether such *merah* was *swamy-bhogam* or landholder's rent, or only official fees, it will be necessary for Government to make a remission to the ryots in South Arcot, in order to enable them to pay these *merahs* or fees, because they have been long since consolidated with the land-rent. Under our Regulations the circar and zemindar may " oust the landholder when he neglects or refuses to cultivate ; and although such a measure may seem harsh, and is hardly ever resorted to, except in some cases by new *mootahdars*, it is still necessary as a last resource in care of contumacy. In some cases no new ryot might be found willing to take the deserted land for one year only, and the public revenue would therefore suffer from the contumacy of the meerassidars."

" 9. Mr. Hyde has stated (para. 4) that there are no original deeds granted to the class of meerassidars who are termed *caniatchy-carers*, their hereditary rights ; and that the *oolcoody* inhabitants of every village have the power of retaining the lands in their families by hereditary descent, but cannot alienate them by sale, gift, mortgage, or exchange. This corresponds with what Mr. Ellis has said on the subject ; but it does not appear by whom this restriction was imposed.

" 10. Mr. Hyde has also stated that, according to the infor-

mation procured by him, the *oolcoodies* cannot be forcibly ejected from their lands by the *meerassidars;* and that the lands of the *paracoody* ryots revert to the *meerassidars* on the expiration of the leases for which they may have been granted.

" 11. It appears, also, that the *oolcoody* cultivators have been in possession of their hereditary lands as long as the meerassidars themselves, and that they are not possessed of any original deeds or leases conferring upon them the perpetual enjoyment of their lands; and further, that the origin of their property cannot be traced.

" 12. In each province, indeed in each district, the customs with respect to *meerassy* ryots must have varied; they never could have been the same over any wide tract of country, nor for any long period in the same place. Besides, the differences which the influence of the Government would have produced, the nature of their interest in the land, that is their tenures, would have varied in value, mode, and terms according to the difference of their own circumstances and those of the village. In some villages the *sumohi*, or joint interest or tenure, where the occupancy of fields is frequently changed every year, would prevail, in order that each ryot might get the good as well as the bad lands in his turn, or his fair share of the advantages of the village in some other way. These villages are like the *veesabuddie* villages in the Ceded Districts. Newly-cleared *nunja* lands under new water are to this day frequently divided on these terms by the new settlers, when they undertake to level the new paddy fields. In the *pulbhog* villages different families spring from the first settlers, or in some other way; their successors and representatives have found it expedient to divide the lands of the village into separate shares. *Sumohi* or joint villages sometimes become *pulbhog* villages when the copartners in the *sumohi* village quarrel; and in the same way *pulbhog* may again become *sumohi* when they are again reconciled: this makes a ryotwarry system, and even a survey, necessary, or at least proper, in the *sumohi* as well as the *pulbhog* villages. In the *yekhabhog* villages one family has succeeded to them by inheritance or purchase, and has absorbed the whole of these interests. Various circumstances must have frequently varied the value

and nature of these interests and the mode of these tenures; but all village privileges may be traced to expediency and the mutual accommodation of the Government and the ryots; there can be no difficulty in making a ryotwar settlement wherever any of these tenures prevail, excepting indeed that of getting the Brahmins, who have got possession of much of the land in the Southern Provinces, to come to any reasonable terms. In the *sumohi* villages, although it may be expedient to make a joint settlement with the whole of the ryots for the rent of the whole village, each ryot may be entered in the accounts for what he may have to pay for the fields he may occupy for the year. In *pulbhog* villages the account will require less alteration, because the ryot will not change his fields so often, and in the *yekhabhog* villages the account will be still more simple, because the whole of the lands and rent will be entered in the name of one person: there need be no interference with the customs, no infraction of the privileges, no intrusion on the comforts of the ryots.

" 13. In the southern division of Arcot, and indeed in most of the Southern Provinces, it is now impossible to trace the principles on which the Land Revenue was formerly collected, and consequently what were the modes and tenures of landed property, so far back and so accurately as we can in Canara, because no ancient public accounts have been preserved: but changes must have frequently taken place. It has been stated that traces remained of a money *teerwa*, even in the *nunja* lands of Tanjore. The late collector of that province* disputed this supposition, and discussed the subject in his very able Report of the 20th August 1819, paras. 41 to 47; but the whole of his argument is, that as the Committee in 1798, and other respectable officers who have written on Tanjore, never mentioned such traces of a money *teerwa*, and he himself had not been able to discover any, it could not possibly ever have existed; but in fact we are ignorant of the revenue history of these provinces. We know not how they were managed in former times, and therefore cannot tell how far private property in land existed. Mr. Hyde states, in the 50th paragraph of his Report, that there are no public accounts in South

* Mr. Hepburn.

Arcot older than forty years; and that the curnum's accounts which are forthcoming do not specify the original meerassy shares of each village.

" 14. But whatever may have been the former rules of assessment, and the fair meerassy rights, it is now desirable to improve and confirm them, and to create them as far as the wants of the Government may allow; to increase the value of the meerassidars' interests as landholders, and their respectability as village officers; and where such interests and offices are not now to be found, to establish them.

" 15. But when the Honourable the Court of Directors and the Government express their desire to uphold private property in land, they could not have meant to receive doubtful, traditionary, and obsolete claims, to the injury of the present occupants in any province, who hold their lands under *cowles*, which they consider, though perhaps not formally declared so, *permanent so long as they continue to pay their rent.* They have paid their rent for many years, and are stated to have expended their money and labour in improving the lands. Still less can the Government have meant to injure the actual landholders now in possession, by declaring that the office fees which they formerly paid for public services rendered, was an absolute rent which they paid as tenants, and thus deprive the great body of the present landholders of that property in the land which the Court of Directors and all advocates for private property in land are so anxious to maintain inviolate; and that such would be the consequence of recognizing the fees of the meerassidars in South Arcot as an acknowledgment of property in the soil is evident; nothing would be more dangerous, nothing would disgust the people more, nothing could be more unjust than such a course of proceeding. There is no saying where we can stop if we once begin to turn out the present occupants in order to restore traditionary rights; there is hardly a field, a village, *neat*, *pollam*, district, or zemindary, to which there is not some claimant on the plea of ancient right.

" 16. It is the duty of meerassidars to cultivate and manage the lands of their village; and some individuals may have been

driven away by the oppression of revenue officers, some during Hyder's invasion, but generally it is to be inferred they ought to have returned before and revived their claims. It has been stated that the descendants of meerassidars who have left their lands, would not be shut out by the usage of the country from the right of reclaiming their lands, until they had persevered in contumacy or neglect for four generations, or a century; but it may be supposed such a right was only claimed by the meerassidars, but never could have been generally admitted by the Government or the persons who had in the meantime got possession of the lands, unless the descendant of the meerassidars could return without public or private inconvenience. Some meerassidars may have formerly seceded, and their descendants may have returned and recovered their lands, but it must have been under particular circumstances; they must have been unjustly ousted; they must have maintained their claim by intermediately applying for and offering to cultivate and pay for the lands; or it must have been by permission of the Government, and on an agreement with the new occupants; any other conclusion would be contrary to the principle of mutual and general expediency, which alone originally gave birth to the rights of meerassidars. The rights of the meerassidars are sacred, but so are those of the Government. The meerassidars must carry on the usual cultivation, and pay the usual revenue, as far as their means go; if the meerassidar neglects this duty, he forfeits the great advantages he enjoys as a meerassidar. No government would have granted, or would continue such great privileges, unless for adequate services. The meerassidar has also an interest in the waste land, and a right to a *merah* or fee, when, being unable to cultivate himself, he gets a tenant who shall cultivate it, and pay the usual rent to Government. This is fair; he has his fee for the service he performs; *but if the meerassidar neglects or refuses to get a tenant for the waste, and the circar is obliged to find one himself, to keep up or increase the revenue of the village, the meerassidar has no right to the fee;* it may either be added to the rent payable by the tenant, or may be given up to him as an encouragement to him to extend the cultivation. The meerassidars

may have claimed more than is here allowed them, and more may have been occasionally granted to them. The Government has been, and ought always to be, indulgent towards its ryots; but when we come to discuss the principle, it will be found that any further legal extension of the privilege of meerassidars, particularly in the case of their neglecting to keep up the cultivation and revenue of the village, is contrary to common sense, and those common principles upon which every government and society is founded.

" 17. It is most likely that the great body of the ancient meerassidars in South Arcot have been included among the present *pottah* occupants, that they are now in actual possession of their own lands, and that it is only in a few particular cases, which must be settled according to the particular circumstances of each particular case, that it will be necessary to decide between the claims of ancient *meerassidars* and those of the present *pottahdars*. It is probable that the difficulties, if there are any, will be found to be theoretical rather than practical; they arise from the long discussion regarding *meerassy* tenures, and will probably be confined to these discussions; at all events general instructions would not meet all the various cases which may occur, each of which should be settled according to the particular circumstances of the case.

" 18. The Board are of opinion that the Government should now settle with those they find in possession of the land; and after having received their rents from these persons for so many years, they cannot with any justice or safety prefer ancient and indeed obsolete and traditionary claims, and forcibly eject the present occupant; still less can they admit official fees formerly allowed, but now resumed and collected by the Government itself, to be an acknowledgment of private property vested in the meerassidars, and on such ground deprive the great body of the ryots of their lands. The ryotwar settlement should therefore be made with the present occupants. Most of the complaints from South Arcot will probably be found to arise from the old meerassidars, who refused to become parties to the triennial or decennial leases;

their complaints relate to the headmanship of the village, of which they might on that occasion have been deprived, rather than to the possession of particular farms or fields, and the claims of such meerassidars are of course entitled to consideration.

" 19. With respect to the particular farms and fields, where an ancient meerassidar can clearly establish a legal right to the land on any ground, and is at the same time to be depended on for the rent, his claims should of course be attended to by the collector : the *oolcoodies* and *poracoodies*, and other tenants, were in some cases, or might have become freeholders, and therefore meerassidars themselves, and the *pottahs* should in general be continued in their names ; but in cases where it is evident they are rightfully only the subtenants of the old meerassidars, and the old meerassidars are to be depended upon for the rent, the collector should settle with the old meerassidars, and leave them and their subtenants to settle together. The collector, however, states, that there is strong room for mistrusting the accuracy of the meerassidar's titles to any lands except what they occupy themselves.

" 20. It never was intended that the ryotwar settlement should go lower than the landholders or meerassidars ; it never could have been meant that their cultivating subtenants should be immediately included in the engagements with the circar ; it would appear, however, that in some cases this mistake has been actually made, and it seems to have been supposed that under a *ryotwar* settlement the collector is to settle with the actual cultivators, although only subtenants, and to leave the landholders to get what they could from their tenants, as a recognition of their landlord's right. *Toondoowarum* and *swamy-bhogam* seem sometimes to have been paid in this manner ; in other cases the official fees formerly due to the meerassidars, private exactions, and voluntary contributions for village expenses, may have been collected under these denominations ; but this breaking down of estates violently, and raising subtenants to the situation of tenants *in capite*, and in the course of time to that of freeholders, to the injury of the true landholders or meerassidars, was evidently an infringement of *meerassy* rights as impolitic as unjust. Whenever, therefore, a

meerassidar can be depended on for payment, and show a good title, the settlement should of course be made with him ; but even in such cases it is doubtful whether the collector ought, and indeed at present he certainly cannot legally oust the present occupant by force, for it is admitted by the meerassidars that the *oolcoodies* and their heirs possess the right of the enjoyment of the soil for the purpose of cultivation. No person should therefore be ousted from the possession of his land, except under a judicial decision. The only satisfactory, or at least practical way of settling such disputes, would be by a *punchayet* in the *cutcherry* of the collector, and in cases where either of the parties should refuse to recur to the decision of a *punchayet*, or to abide by its award, the collector may in general with safety go as far as he legally can in setting aside the claim of the recusant, who will then be at liberty to prosecute his claim in the regular courts.

[No. LII.] *Extract from Proceedings of Board of Revenue, dated 28th Dec.* 1820, *on the letter from Mr. Smalley, which forms No. L. of these Selections.*

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Para. 18. In the latter part of para. 17 *(of the Collector's letter)* it is proposed that if a meerassidar leaves his lands uncultivated, and they are in consequence given to another person to cultivate, the cultivator shall pay the *full* rent, and the *Toondoo Teervah* be brought to the account of Government as extra revenue. The Board are however of opinion that in a case of this kind such rent only should be demanded from the person who cultivates, as was payable by the meerassidar. The cultivator pays his rent direct to Government, and being in the place of the meerassidar should have the advantages which *he* had. It is better that the person who provides for the cultivation of the land should thus be benefited, than that the small difference of rent should be taken as extra revenue, since the bringing such extra revenue to account would occasion some trouble and complication of accounts.

19. The Board entirely concur in opinion with the Collector that the *Grama Silavoo*, a village fund, cannot be regarded as per-

sonal property. It is official property and belongs to those who carry on the public concerns of the village; when a meerassidar therefore quits his land, he resigns his village duties, and can have no claim to privileges which belong exclusively to those who perform such duties.

20. With respect to the rule which is to regulate the meerassidars in throwing up or retaining their lands, the Board conceive that the meerassidars can claim no particular indulgence, but must abide by the custom of the country; no ryot whether he be *meerassidar or pyacarry* can be allowed to throw up the bad land of his farm, and retain the good. He must either throw up the whole, or retain portion of each, and this proportion must be settled between himself and the officers of the circar.

Para. 19.

21. The Board concur generally in the opinions expressed in this para. regarding *meerassy* right. The subject has lately engaged much of the Board's attention, and it is resolved to furnish the Collector with an Extract from their Proceedings, dated the 4th Dec.* on a Report from the Collector in the Southern Division of Arcot, in which this matter has been fully discussed. The inference drawn by the Collector against the existence of a separate private right in the village *mauniums* and privileges, from those *mauniums* and privileges having remained constantly entire, whilst *cawniatchi* lands are for ever divided, appears to be perfectly warranted; and it would, as the Collector justly observes, be a contradiction and anomaly in the revenue economy of India, for one set of men to have the village fund, and for another to possess the lands.†

[No. LIII.] *Extract from letter from the Collector of North Arcot to the Board of Revenue, dated 27th March* 1821.

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Para. 17. Difficulties are commencing regarding the right of occupation of those lands which the meerassidars have from vari-

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* See No. LI. of these Selections.

† On 23rd February 1821, Government approved of these Proceedings of the Board.

ous causes abandoned, and which have been cultivated for a length of time by others, who under the system which has obtained in this district, of keeping possession so long as all dues upon the land are discharged, claim to retain them.

18. The orders of the Board would appear in favor of the meerassidars, but if such be adopted it will be to the exclusion of many industrious inhabitants, who have taken the lands upon the faith of the system which has prevailed in this district, and have not only improved them but have at times, during the lease, paid their *kists* at some loss; to deprive these people of their lands, will, I have no doubt prove very detrimental to the revenue, for in many instances the persons claiming the lands as meerassidars, and that to considerable extent, are not possessed of a plough or the means of obtaining one without the advance for cultivation which they look to from the Sircar, or else by involving themselves before they commence those labours whence the revenues are to be derived; and if these meerassidars are to have the option of giving up a part of their lands, and again assuming them in an improved state from the labour that has been bestowed upon them by others, all incitement to industry ceases, and the indolent Brahmin meerassidars will reap the advantage of the labour of others, and the revenues will become very precarious. Although the tax on the land be reduced to a very low rate, the ryot who possesses the means of contracting for a certain extent, will not consent to cultivate if liable to have his fields taken from him, perhaps annually, at the option of the meerassidar, and rather than submit to such system, many will, I apprehend, employ their means in some other pursuits.

19. So much has already been said upon the subject of *meerassy* tenure, that I feel averse to offer suggestions at variance with such esteemed authorities, and more so that an idea should be entertained of a desire to deprive any one of their just rights, but in addition to the loss of revenue which is likely to accrue, it is matter of serious injury to the industrious ryot. In this district during the Mussulman government, the only *meerassy* privilege, and which in some instances was very extensive, was the *reddy maunium* which was in the occupation of the head meerassi-

dar or manager of the village by whatever term designated: this person though sometimes not actually the renter, had the collection of the revenue, and it was his duty to see that the lands were properly cultivated; on being removed from his situation for any cause, the said *grama maunium* was occupied by the person appointed to succeed him in his duties, and although the *grama mauniums* are in other places accorded to the several meerassidars agreeably to their shares, it is not unreasonable to conceive that such were originally granted in order that those holding them should provide for the cultivation of the lands, and consequent revenue to Government.

20. I consider that the abandonment of the land should at least deprive the party of it till the subsequent occupant should be disposed to relinquish it, when the meerassidar might be allowed the preference, if disposed to resume.

[No. LIV.] *Extract from the Proceedings of the Board of Revenue, on the above letter, dated* 16*th April* 1821.

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Para. 13. On the subject of the occupation of land, adverted to in Paras. 17 to 21 of your letter, the Board have to observe that it is by no means their wish that persons who have been long in possession of lands which they have improved, and who have paid their rent regularly, should be dislodged to make way for meerassidars who now claim these lands, and whose title to them may be doubtful. When meerassidars are in the actual possession of lands, or where ryots may cultivate their lands, avowedly as their tenants, the settlement may be made with such meerassidars—but in general, it should be formed with the present actual occupants, who should be secured in the possession of their lands, so long as they pay their rent to Government.

14. For the sentiments of the Board more at large on this subject, they refer you to the accompanying Extract from their Proceedings* on a Report from the Collector in the Southern Division of Arcot, dated the 4th December 1820.

Paras. 1 to 25.

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* See No. LI. of these Selections.

[No. LV.] *Extract from letter from Government to the Board of Revenue, dated 27th July* 1821, *approving of the Board's Proceedings of 4th Dec.* 1820.

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Para. 3. The first point is whether the future settlement is to be formed with the occupant ryots or with the ancient meerassidars.* The Governor in Council hopes that practically this question will seldom arise. It may be presumed that the meerassidars are generally the occupant ryots themselves, or, where they are not, that they have voluntarily relinquished the right of being so, and will not be desirous of resuming it. Where the question does arise, the Governor in Council apprehends that the justice of the case, according to the sense of the people of the country, will be ascertained without much real difficulty. If a meerassidar lost his right of occupancy, only for not agreeing to the triennial or decennial lease, the Governor in Council is of opinion that he should not be hindered from resuming it, if he is desirous of doing so, and if he can be trusted for the rent. On the other hand, where he claims only a traditionary right which he has long relinquished, and which at best could not be very satisfactorily established, the ryot actually in possession ought not to be forced to make way for him.

[No. LVI.] *Extract from a despatch from the Court of Directors, dated 18th August* 1824, *regarding the subject of Board's Proceedings, dated 4th Dec.* 1820, *No. LI. of these Selections.*

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Para. 49. We concur with you in thinking the report of Mr. Hyde, the Collector, worthy of a high degree of applause, and the view which has been taken by him and by the Board of Revenue of the rights of the meerassidars, and of the other classes of the agricultural population, manifests so full an acquaintance

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* For the words "ancient meerassidars" Government should have used "those who called themselves meerassidars."

The Collector whose letter was the subject of the Board's proceedings under review, did not admit that real meerassidars existed in South Arcot.

with the subject, and is so rationally deduced from all the evidence upon it which we have attained, that we approve of your having left the several cases to be determined according to their respective merits by the Collector and the Board, under guidance of the principles which they have laid down, and which you have partly approved and partly modified. The right of the meerassidars to the lands which they themselves cultivate is in general indisputable, as is very often, also, their right to certain advantages accruing to them, apparently, as descendants of the head men of the villages. Their right, in any case, to limit the property of the *oolcoody* ryots in their permanent hereditary possessions, seems much more doubtful, and being hostile to the prosperity of the community, ought not to be allowed except upon unquestionable evidence in each case. In those cases, also, apparently a large class, in which the *pottahs* granted by your Government have established the notion of property in the minds of the people, that property should be confirmed wherever there is not satisfactory evidence that the rights of some other party would be thereby infringed. In all those cases in which the fees, or other privileges of any class of the proprietors, operate disadvantageously upon the interests of the rest of the village community, a commutation upon equitable terms is the principle which it is expedient to pursue.

[No. LVII.] *Extract from despatch from the Court of Directors, dated 2nd January* 1822, *in reference to the printing of Mr. Ellis's Mirasi papers, which form No. XXXVIII, of these Selections.*

Para. 94. We are surprised that the replies of Mr. Ellis are the only replies we hear of on this occasion. The queries were general. It is expedient that a question of this sort should be decided, not upon one man's opinions, but by a consideration of all the information which can be obtained. We disapprove of this printing and circulating of Mr. Ellis's opinions alone, upon the ground that it must, to a great degree, have the effect of imposing upon the service the opinions of Mr. Ellis as the authoritative conclusions of the Government. At that time, however,

the Government were without those means of forming a conclusion which they themselves had called for, namely, the replies of the several Collectors. That the opinions of Mr. Ellis happened to coincide with the preconceived opinions of the Board of Revenue, was only an additional reason for caution on your part, in order that a question of this magnitude might be decided, not on authority only, but on deliberate inquiry and full information.*

[No. LVIII.] *Extract from proceedings of Board of Revenue, dated 14th April* 1823, *on Mr. Smalley's report, dated 31st October* 1822, *regarding the introduction of the Ryotwari Settlement into Chingleput.*

Para. 7. The right of occupancy is secured to the meerassidars, on the condition of their cultivating, or providing, for the cultivation of the land, and paying the *circar* demand. If therefore, after fixing a moderate assessment on the cultivated land, the meerassidars or present occupants should not consent to it, the Collector should arrange for the cultivation of the land by others who will agree, and the persons so agreeing should not be liable to be ousted, but be confirmed in the possession of the land so long as they continue regularly to pay the rent.

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" 14. It is of the utmost importance to impress the meerassidars with a conviction of the moderation of the principles of the settlement, and that it is intended to lead to an improvement in their condition by securing to them advantages which they never before possessed; but it should be also distinctly explained to them, that they will be expected to use their exertions in carrying on and extending the cultivation, in order that while they are themselves deriving an additional security and profit, a fair and equitable revenue may be rendered to the Government.

" 15. This condition of giving due attention to the cultivation appears to be particularly applicable to the meerassidars of the Chingleput district, many of whom, from their contiguity to the Presidency, become engaged in other concerns and speculations.

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* NOTE.—For Board's explanation, see No. LIX. of these Selections.

Their cultivation has consequently been neglected, and if the land has been cultivated, it has been done in so careless and imperfect a manner, that the produce has proved very deficient,* and it is to this cause the Board think that the present diminished revenue of the district is mainly to be attributed.

" 16. It is not intended that the meerassidars should be debarred from engaging in other pursuits which may be profitable to them, but it is incumbent on them to provide for the regular cultivation of the lands under their occupation ; and in failure thereof, it will be the duty of the collector to secure the just dues of the Government, by making over the land to others who may be desirous of cultivating it, and who will do so in an efficient and proper manner.

" 17. The right in the land termed *meerassy* is in the opinion of the Board nothing more than the right to the occupation so long as the cultivation is duly provided for, and the rent regularly paid ; and when this is not done, the security of the public revenue requires that the land should be made over to others, who will fulfil the conditions under which the right of occupancy was conferred and confirmed.

" 18. It is understood that by the common law of some parts of India, the meerassidar who has thus been dispossessed does not entirely forfeit his rights, and that he or his descendant to the fourth generation can claim possession of the land, and should be assisted in recovering it. This however appears to be contrary to every principle of good government, and it seems to be highly unjust that persons who, from negligence or contumacy, have not paid the fair rent, should after such a lapse of time be allowed to take possession and turn out those who have for many years been cultivating and paying the rent with regularity, and may also have expended considerable sums of their own money in the improvement of the land, in the possession of which they considered them-

* Total rent of Fusly 1207.....	13,91,425	2	5
Ditto .... Fusly 1231.....	10,27,069	1	4
Difference.....	3,64,356	1	1

selves to be secure. All claims of this nature should be settled by *punchayet*, according to the ancient custom of the country; and the first duty of the collectors is, as the Board have already observed, to provide for the security of the public revenue by arranging for the cultivation being duly carried on, and extended where it may be practicable.

" 19. The justice and necessity of this will become the more obvious, when it is recollected that Government bear a large portion of the real charges of cultivation, for such must be reckoned the interest of the sums of money sunk in the construction of large works for irrigation, and the annual expenditures for keeping the tanks in a state of repair, and for clearing out the *nullahs* and water-courses. If these disbursements were not made, large tracts of country now cultivated with a wet crop would yield only a dry one, and although the profits both of the Government and of the inhabitants, would be reduced, still the charges for cultivation of the latter would continue, although perhaps to a less extent. The charges for providing for the wet cultivation are therefore borne almost exclusively by Government, who have in fact a joint interest in it with the inhabitants, and have consequently an undoubted right to see that it is diligently carried on, and extended as much as possible.

" 20. The rights of the Government extend to the levy of an assessment equal to or in lieu of the *circar* share of the produce, and what are termed the landlord's rights will at all times remain undisturbed, and be left to be adjusted between the meerassidars and their under-tenants, according to the usages of the country.

" 21. For the sentiments of the Board more at large on the subject of *meerassy*, the collector is referred to the accompanying extract from their proceedings* dated 4th December, on a report from the collector of the southern division of Arcot. They will, however, be glad to receive a communication from the collector of such information as he may be able to obtain regarding the local usages and ancient custom of the country in respect to the right to the occupation of land, and of reclaiming possession after it has

* See No. LI. of these Selections.

been given up for a certain period.* The Collector will also report the degree of control which has been exercised, and the practice in force for keeping up the cultivation in the old *agraharams*, where the dues of Government have been wholly alienated."†

[No. LIX.] *Extract from the Proceedings of the Board of Revenue, under date 11th December*, 1823.

Read again letter from the Secretary to Government in the Revenue Department, dated the 14th January 1823, transmitting letter from the Honorable Court of Directors under date the 2nd January 1822.

Para. 1. With reference to the observation contained in para. 94 of the Honorable Court's letter on the subject of *meerassy* right, the Board beg to state that the replies of the different Collectors to the questions circulated to them were forwarded to Government immediately upon their being received.

2. Upon an examination of these replies,‡ it was found that

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* The Collector never replied to this call for further information. W. H. B.

† See Queries circulated on the 10th November 1814 for the points on which the Board are desirous of receiving information.

‡ The replies received were from the districts of

Rajahmundry,	5th in Con. 15th Dec. 1814.	To Govt. 19th in Dy. Con. 22d Dec. 1814.	
Canara,	6th in Con. 15th do.	To do.	do. do. do.
Masulipatam,	11th in Con. 19th do.	To do.	do. do. do.
Madura,	10th in Con. 19th Jan. 1815.	To do. 19th in Dy. Con. 23d Jan. 1815.	
Ganjam,	28th Feb. in Con. 13th Mar. 1815.	To do. 16th in Dy. Con. 20th Mar. 1815.	
Vizagapatam,	7th Feb. in Con. 16th do.	To do. do. in Con. do	do. do.
Nellore,	5th in Con. 10th April	To do. 10th in Dy. 17th April	do.
Bellary,	2nd in Con. 12th June	To do 26th in Dy. Con. 29th June	do.
Madras,	30th May in Con. 17th June 1816.	To do. 17th in Con. 17th April	1817.
Tinnevelly,	8th in Con. 19th May 1817.		
To do.	12th in Con. 12th June do.		
From do.	23rd April in Con. 7th May 1818.		
To do.	27th in Dy. Con. 30th July do.		

No replies were received from the districts of

Cuddapah,	Coimbatore,
North Arcot,	Malabar,
South Arcot,	Guntoor,
Tanjore,	Chingleput,
Trichinopoly,	Salem.

Mr. Ellis, the Collector of Madras, was the only person who had entered fully into the discussion of the subject, the information received from the other Collectors being of a general nature, and not calling for any particular remark.

3. The Board therefore, in their communication to the Government, confined their observations chiefly to the papers furnished by Mr. Ellis,* which were, at the suggestion of the Board, directed by Government to be printed and circulated "for the use of the service at large;" but no instructions were transmitted, intimating that the Collectors were to consider the papers in question as being sent for their guidance; neither does it appear that they have in any instance been acted upon under that impression.

4. The Board have since that period had occasion to record their sentiments on *meerassy* right, as it affects the security of the Government Revenue; and as it may be desirable to have the observations they have at different times made on the subject brought into view in one place, they will here transcribe them.†

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5. The foregoing remarks, it will be seen, apply chiefly to upholding the revenues of the Government under the occurrence of particular circumstances. It is not intended to interfere in the least degree with any private rights, and although the occupation of land may pass from a meerassidar to another person, this cannot be considered as an infringement of the right of the former, because such a change in the occupation of the land cannot take place, unless the meerassidar fails to fulfil the condition under which the right of occupancy is understood to be secured to him.

6. It has been stated in the replies from Madras, Tinnevelly and Madura, that the right of the meerassidars extends to "waste lands," but what this right is, has not been particularly defined.

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* To the Chief Secretary, 17th, in Consultation 17th April 1817. From Government 9th, in Consultation 18th Sept. 1817, para. 2.

† The Board's Proceedings here quoted, dated 4th December, 1820 and 14th April 1823, will be found at Nos. 51 and 58 of these Selections.

The Collector of Madras observes that though the meerassidars "possess the exclusive right of cutting firewood, working quarries, &c. they have no right of cultivation, much less can they claim any to break up common used for pasturage or to cut down productive trees, as palmira, cocoanut, &c." It is also stated that "the consent of the *circar*" is necessary towards any beneficial change being made with the appropriation of the lands.

7. It appears from the above that the *Circar* has a right in these lands as well as the Meerassidars, and the Board have now in view to ascertain whether the Government can, according to the ancient usage of the country, appropriate waste land for public purposes without making any compensation to the meerassidars, further perhaps than the usual one which may be thought just and proper to make up for any loss they may sustain from being deprived of the use of common for their cattle, firewood, &c.

8. In order to obtain correct information on this point, the Board propose making a reference to the different Collectors, and to enter upon a careful examination of the ancient *sunnuds* conferring grants of lands rent free to individuals. The main object of inquiry will be whether the *circars* in former times actually paid for waste land taken for public purposes, or for giving it in Enam, and whether the persons to whom the Enam was granted, received the land with an obligation attached to it of paying any *meerahs* or fees to the meerassidars of the village in which the land was supposed to have been included.

(Signed) R. CLARKE,
Secretary.

PROPOSED REFERENCE TO THE COLLECTORS.

Have the former Governments taken, or can the *Circar*, according to the ancient usage of the country, take waste land supposed to be included in the limits of a village and appropriate it to public purposes, without making the meerassidars compensation for it?

The same with respect to waste land, which the *Circar* may wish to give in Enam rent-free; and is the land so given in Enam, made over to the Enamdar, with or without any obligation to pay *swamy-bhogum* or any fees in money or kind to the meerassidars?

If it has been the custom to make compensation to the meerassidars in either of the above cases, what has their compensation usually been?

The old *sunnuds* granting Enams to be examined, and the terms on which the land has been granted, as shewn in those *sunnuds*, to be specified.

If a private individual gets waste lands from a village, what are the terms on which it was made over to him?

(True Extract)

(Signed) R. CLARKE,*

Secretary.

[No. LX.] *Extract from the letter of Government to the Court of Directors, dated 7th April* 1826, *forwarding the Board's Proceedings, printed in the preceding No.*

* * * * *

Para. 25. With reference to the 94th paragraph of your Honorable Court's letter in this department dated 2nd January 1822, and to the 22nd paragraph of the general letter from this Government, dated the 24th January 1823, we beg leave to point out to your notice a communication from the Board of Revenue noted below† on the subject of meerassy right.‡

[No. LXI.] *Extract from Sir Thomas Munro's Minute on the state of the country, and condition of the people, dated* 31*st December* 1824.

* * * * *

3. Opinions respecting the ancient state of landed property in India are various, in consequence of our ignorance of it. The knowledge of it is, however, only useful, in so far as it may serve to throw light on its present state, and to aid us in finding the way for improving it. There is no reason to suppose that private

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* As the Government passed no orders on these Proceedings, but merely sent them to the Court (See next No.) *after keeping them three years unnoticed*—the proposed queries at the end were never circulated.

† Consultations 1824, 3rd February, No. 13.

‡ For the Court's reply, see No. 65 of these Selections.

landed property ever, at any one time, existed upon the same footing over the greater part of India. From Pulicat to Ganjam, in the Ceded Districts, the Baramahl and Coimbatore, it seems to have been always, as now, little known except as Enam from the sovereign. Along the Malabar coast and above the Western Ghauts, from Soondah to Wynaud, it seems to have existed from a remote period as now almost universally, and in the Carnatic, Tanjore, and Madura. In all these provinces it is important to recollect, that when they first fell under the British dominion, the land, whether private property or *circar*, was held in small portions by a great body of petty owners immediataly of the prince, the Poligars of the south. The modern Zemindars of the Northern Circars, whom the Company allowed to retain the districts which they had rented or managed under their native sovereign, and the old Hill Rajahs of that country, form no exception, as they were in fact petty princes in whose districts the land was in the hands of small occupants, as in those of the *circar*. Unless we know in what manner the land of a province is occupied, we can form no just opinion as to how its internal administration should be regulated. In the Carnatic and the Southern Provinces where the *miras*, or private landed property, as described by Mr. Ellis, prevails, the land, as in other provinces, is distributed in small properties of from five to ten acres to one or two thousand acres. It may be proper to inquire a little into the *meerassee* system of the Carnatic, in order to ascertain whether it possesses any such inherent advantages as should render it desirable to uphold the common tenure where it still exists, or whether the change of common into separate tenure, which has been going on from a period beyond our knowledge, is not rather an improvement which ought to be encouraged.

4. The Board of Revenue seem to have considered the meerassidars of the village as the persons to whom the lands of the village were granted on its original settlement. They say that on the original establishment of every Tamil village, the hereditary right to all the lands was vested in all the occupants. They speak of this original settlement as a thing that was perfectly certain. But all this is assumed without the least proof, and is altogether

incredible. The account given by Mr. Ellis* is not more satisfactory. He supposes that the Carnatic was chiefly a forest until Adawla Chuckraweti, sovereign of Canara, whose capital was Banawassi, settled three hundred thousand colonists, of whom one-fifth were Vellallers, in Tondumandalum. This is evidently fabulous. No prince ever planted such a colony; no country could have supplied the drain. The number of deaths from casualties in such an undertaking would have been as great as that of the surviving colonists. New settlers brought from Canara and Banawassi would die very fast in the Carnatic, even now, when it is cleared. We are not told how three hundred thousand colonists were to maintain themselves among jungles to be cleared away, when we know that, even at this day, such a population could not be maintained without the aid of numerous tanks and water-courses for the cultivation of the lands, which would be otherwise very unproductive. It is much more likely that the *meerassee* tenure, with all its incidents, as described by Mr. Ellis, was the gradual growth of a country long peopled and cultivated, than that it was created at once by a grant to a particular tribe of Hindoo cultivators, Vellallers, on their first settling in Arcot, and that province was then an uncultivated forest. It probably originated in local circumstances, and perhaps more in the great number of tanks and water-courses constructed at the public expense, than in any other. As the circar could be reimbursed for the expenditure upon these works only by the regular cultivation of the lands for which he had provided water, he might have thought it advisable to grant the occupants certain privileges, to enable them to keep up the cultivation as high as possible. A moderate rent and a hereditary right in the soil were two of the most obvious means of effecting this object. The joint or *somadayem* tenure, by which all the meerassidars hold all the lands of the village in common, interchangable at stated periods, probably arose out of the same view of keeping up the cultivation; for as in unfavourable seasons a portion of the lands could not be fully watered, it is evident that the meerassidars who held this land, unless there

* Mr. Ellis's report, Appendix page 13.

were a periodical interchange, would be worse off and less able than the others to pay their rent regularly.

5. The great distinction between the wet lands of Malabar and Arcot is, that in Malabar the cultivation of them depends entirely on the falling rains, while in Arcot it depends chiefly on tanks and other artificial sources of irrigation, constructed at the expense of Government. In Malabar the cultivator of wet lands is not at all dependent on the aid of Government: in Arcot he can do nothing without it. In Malabar, therefore, the cultivator trusts to the seasons and to his own industry for success, and he can with confidence venture to employ all his savings in the improvement of his land. As Government furnishes him with no water and bears no share of the expense of the improvements, it had no fair claim to any additional rent on account of it, and has in fact not made it to any great extent, and hence he has been enabled to render his land a valuable private property saleable at all times and transferable at will. In Arcot the nature of *meerassee* or hereditary landed property is very different, and is much less perfect; because being dependent on the Government for its supply of water, and being, in fact, held in partnership with the Government it does not hold out the same inducement to undertake improvements; and hence the land in general is but indifferently cultivated, and though it is nominally saleable, it will seldom fetch any price in the market. In Malabar, where the falling rain during five or six months supplies all the water of cultivation, the proprietor can lay out his money with safety on his land, for he knows that he cannot be disappointed while the order of the seasons continues as it is. But in Arcot the proprietor has no such certainty; he is not even sure that he can keep his lands in their present condition; for unless Government keep the tanks in repair this cannot be done. It may often happen that he cannot improve without a larger supply of water, and that this cannot be obtained without enlarging the tank or water-course, which Government may think too expensive; and it may sometimes happen that the bursting of the tank may render his land for ever unfit for cultivation, because the tank may be allowed to go to decay, from its being found that the revenue of all the land watered by it would

not defray the expense of repairing it. There are tanks in the country whose lands would not yield five or even four per cent. of the necessary repairs. The native chiefs were fond of building tanks as good works, or as the means of transmitting their names to posterity; and as they frequently erected them at an expense far beyond what the land could yield any adequate return for, when they were broken down by floods their successors did not always think it advisable to repair them; and hence the land formerly watered by them was necessarily either left waste or cultivated with dry grain, not yielding more than from one-fifth to one-tenth of the rice crop. In many parts of Arcot the soil is so poor and sandy, that it will not pay the expense of cultivation unless it be watered. It is evident, therefore, that when Government provides the water, which is the principal part of the expense of cultivation, it becomes a partner with the owner, and has a claim upon him for a fair return for this expense, and that he can never have the same share of the produce as the owner of rice land in Malabar, who bears himself the whole expense of cultivation. From these causes it happens that in Arcot, and still more in districts where the soil is richer, that the most substantial ryots are found engaged, not in the cultivation of the wet land, where Government supplies the water, but in that of the dry, where they can improve without the aid of Government, and derive the exclusive benefit of every improvement.

6. It has been maintained* by some, that in Arcot and other Tamil countries, the meerassidar of wet land is bound to pay rent only for what he does cultivate: that if he leave it all uncultivated, Government have no demand upon him for rent; and that if Government send another person to cultivate this land, the meerassidar has a right to *exact from this person the landlord's share or rent.* If such a right existed any where, we might have expected to find it in Malabar and Canara, where private landed property is more perfect than in Arcot, and where Government bear no part of the expense of cultivation. But in those provinces there is no such right, and the landlord is liable for the whole fixed rent of his land, whether he cultivate or not: and if he fail to pay the

* Mr. Ellis's report, question 3rd.

rent, his property is liable to distraint and his land to be sold. There does not seem to be any proof of the existence of such a right in Arcot. The belief of it appears to have arisen from confounding the tenant of the meerassidars with that of the Government. The meerassidar may undoubtedly make such terms as he pleases with his own tenant; but when he can neither cultivate the land himself nor find a tenant, and Government provide one, *he has no claim for rent upon this tenant of Government.* It may, at first sight, appear to be hard that he should not be entitled to rent from his own land: but it is to be recollected that he has failed to pay the public assessment, and that, in such cases, the land of the proprietor is in other countries as well as in this, liable to sale, and that the meerassidar has still the privilege for a long, though not clearly defined term of years, of recovering his land from the Government tenant, on consenting to pay the rent. The right of the meerassidar to derive a rent from land for which he neither pays the public revenue nor finds a tenant, is certainly not acknowledged now, and probably never was so at any former time. Government, by the construction of tanks and water-courses in Arcot, supply the water which is the chief article in the expense of wet cultivation, and has a right to see that the lands, on account of which it has incurred so heavy a charge, are not without necessity left uncultivated, or exempted from their share of the public burdens. In many parts of Arcot, as has already been remarked, the soil is so poor that previously to its being watered and converted into rice land, it would not have defrayed the expense of cultivation and must have lain waste. In general, the produce of wet is to that of dry land as five to one at least: if, therefore, we suppose that certain meerassidars possessed a piece of land which under dry cultivation yielded two thousand rupees of annual revenue to Government, it would, after being converted into wet or rice land, yield ten thousand rupees; but the tank which would be required in order to supply the water, would probably cost Government a lac of rupees. The additional revenue, therefore, which Government would derive from this work would be eight thousand rupees per annum, which, making allowance for occasional repairs, would not be more than five or six per cent. for its

money : and it would be much less, if we suppose that the meerassidars, when they did not choose to cultivate, were not liable for the revenue. It is, therefore, reasonable to conclude, that Government, where it sunk so large a capital, would expect an adequate return ; and as this could only be obtained by the regular payment of the revenue, it would not grant to the meerassidars a privilege which would defeat this object, but would follow the custom which we find at present established, of transferring the land to other tenants when they failed to pay the rent. If the meerassidars, without cultivating themselves or finding tenants to cultivate, had been allowed to levy from the Government tenants a *swamy bhogum*, or landlord's share, of ten to fifteen per cent., they would, without any liability for the public revenue, and without any expense, have derived, by means of a tank constructed at the sole charge of Government, an income from the land four or five times greater than before. No private person would make a tank on such terms ; and while there is no proof to the contrary we cannot suppose that any Government would have done so either.

7. It appears from the reports* regarding the Poonah territories, that the meerassidar of the Deccan, where *meeras* exists, is answerable for the revenue whether the land be cultivated or fallow. That if he decline to cultivate or pay his rent, he may be compelled to give in a written deed of renunciation. That the right of Government to dispose of the land after the long absence of the meerassidar is not disputed. That the meerassidar gets back his land when his absence has not been long, and when it has been given in temporary lease to another person, but not after a long absence, and its having been granted in *meeras* to another; and that though he is supposed to have a right, even for a century, to reclaim his land, usage does not allow so long a period. These rules differ very little from those of Malabar and Canara respecting private landed property ; and if ever it was the custom to exempt the meerassidar of Arcot from rent when he left his land uncultivated, it was a custom different both from that of other

* Mr. Chaplin's report, 20th August 1822, paras 114, 119.

provinces and from that which has long prevailed in Arcot itself. There is one case, and a very common one, in Arcot, in which no demand can be made upon the meerassidar when the land is left uncultivated : it is when it cannot be cultivated in consequence of a want of water.

8. The waste in *meeras* villages in Arcot is supposed by Mr. Ellis to belong to the meerassidars jointly ; and he supports his opinion by documents showing that when a meerassidar sells his cultivated lands, he transfers by the same deed to the purchaser his right in the produce of the waste, the quarries, mines, fisheries, &c., within the limits of the village. But this appears to be a mere technical form, which can give no actual proprietary right in the waste. It is used in villages where there is no waste as well as where there is, and may be used where there is no *meeras*. It confers a right, but not the right of ownership, to the pasture of the waste lands, and the fishery of the tanks and *nullahs*, in common with the other meerassidars of the village. The same right exists every where. In those parts of the Deccan where *meeras* is unknown, the ryots of every village reserve the fishery and pasture to themselves, and drive away the cattle of strangers, and derive just as much benefit from the waste as those of *meeras* villages. Such a right seems to be a natural one every where, and it is accordingly assumed by the ryots of every village, without its being supposed that any formal grant is necessary for the purpose. Mr. Ellis does not seem to be very decided as to the nature of the property enjoyed by the meerassidar in waste. He admits that he cannot break it up without the permission of the circar. He does not say that he has any specific share of it, or that he can sell it alone without the cultivated land, or that he can do more than sell with his arable his right of common in the waste. The *circar* from ancient times has every where, even in Arcot as well as in other provinces, granted waste in Enam free of every rent or claim, public or private, and appears in all such grants to have considered *the waste as being exclusively its own property*. It may be objected, that if this were the case it might give away the whole waste lands of a village, and injure the inhabitants by depriving them of their pastures. It certainly might give away the whole ;

but whether the exercise of this right would be injurious to the inhabitants would depend on circumstances. If the lands, according to the general custom of the country, were left unenclosed, there would be no injury, as the cattle of the village would graze on them whenever the crops were off the ground. If the lands were enclosed, the inhabitants would be no worse off than those of many other villages, whose lands are entirely cultivated and enclosed, and who are in consequence often obliged to send their cattle during the dry season to graze in distant jungles, and to incur a trifling expense for the wages of the herdsman and the tax on pasturage. This expense, even where greatest, could never have affected the right of the *circar* to dispose of the waste, though it might probably have induced it to compensate the meerassidar inhabitants for their loss, by some reduction in the assessment of their arable lands. It has been supposed that in *meeras* villages in Arcot, in the original compact between the *circar* and the first settlers, the exclusive use of the waste was secured to those settlers : but it has already been shown, that in all villages, whether *meeras* or not, the inhabitants reserve to themselves the exclusive use of the waste. But this right is good only against strangers, not against the circar, which possesses, I think, by the usage of the country, *the absolute right of disposing of the waste as it pleases*, in villages which are *meeras* as well as in those which are not.* In the Deccan, in *meeras* villages the corporation has not the right of disposing of unoccupied land, but the circar has.

9. All the lands of Arcot were at one time held, according to Mr. Ellis, under the joint or *somadayem* tenure. This tenure has been much praised by some revenue authorities, and its breaking up into the separate individual or *palabhogum* tenure, has been regarded as a calamity to the country. The happy state of the natives in the joint tenure villages is not supported by the fact of most of them having long since adopted the separate tenure. When this change took place is not exactly known : but it was probably the gradual work of time, long before the Company's government. It appears in some places to have occurred at a

* Mr. Chaplin's report, para 114.

very early period; for in many villages, but especially in those "south of the Coleroon, the meerassidars* instead of dividing "the cultivated lands periodically according to the shares held by "each, appear, after having once divided them in that manner, to "have declared the division permanent." Such a change is the natural course of things, and must always precede every material improvement, and is only restrained from becoming general by over-assessment or by difficulties regarding water. If one part of the lands of a village has advantages over the other in these respects, the common tenure will be acceptable to the proprietors, by giving to all, in their turn, the benefit of the favoured land; but where the advantages of the several lots of land are nearly equal, the occupants will in general wish to keep their own permanently, because no man ever labours with the same spirit to improve what he is to share with another, as what he is to retain exclusively for himself. The common tenure has existed in many nations, but usually in the rude and early stages of agriculture, and has always, I believe, been considered as hostile to improvement. I do not know that there is any cause to suppose that its effect has not been the same in India as in other countries, for the same substantial ryots are seldom found in villages where this tenure exists, as in those where the individual tenure prevails. The common tenure is well suited to a country whose *meerassidar* ryots are poor, and whose Government looks always to its present wants and little to futurity; because as the village community is bound to make good all deficiencies of its members, and to cultivate and pay the rent of all the arable land for which there is water, Government by this means draws as much revenue from the country as is possible under its then actual condition.

10. The system of paying in kind a share of the produce as the Government rent, is also well adapted to the same state of things, because Government is always sure of obtaining half of the produce, or whatever its share may be, from the ryot, whether the crop be scanty or abundant, and because the ryot is also sure of not being called on for rent when the crop has entirely failed and he is perhaps unable to pay. Such a system is better calcu-

* Board of Rev., 5th January 1818, para 92.

ated to save the ryot from being oppressed by demands which he cannot pay, than to enable him to become wealthy. This protection to the ryot from the payment of revenue in a season of calamity, is the only advantage which appears to belong to the system: but it is an advantage which could be necessary only under a rigid system, and would not be wanted under a more liberal one of assessment. The very existence of such a system in Arcot and other districts, where it is most prevalent, is a proof that, however light Indian revenue may be in the theories of Indian writers, in practice it has always been heavy. Had the public assessment, as pretended, ever been, as in the books of their sages, only a sixth or a fifth, or even only a fourth of the gross produce, the payment of a fixed share in kind, and all the expensive machinery requisite for its supervision, never could have been wanted. The simple plan of a money assessment might have been at once resorted to, in the full confidence that the revenue would every year, in good or bad seasons, be easily and punctually paid. No person who knows anything of Indian revenue can believe that the ryot, if his fixed assessment were only a fifth or a fourth of the gross produce, would not every year, whether the season were good or bad, pay it without difficulty; and not only do this, but prosper under it beyond what he has ever done at any former period. Had such a moderate assessment ever been established, it would undoubtedly have been paid in money, because there would have been no reason for continuing the expensive process of making collections in kind. It was because the assessment was not moderate, that assessments in kind were introduced or continued; for a money-rent equivalent to the amount could not have been realized one year with another. The Hindoo Governments seem to have often wished that land should be both a hereditary and a saleable property: but they could not bring themselves to adopt the only practicable mode of effecting it, a low assessment. It is, however, supposed by the Board of Revenue that it was low. The simple fact of its having been paid in kind is sufficient, were there nothing else, to disprove this opinion. The Board says* that the Mahomedan exactions converted the Hindoo tax into a land rent, reduced

* Board of Rev., 5th January 1818.

the landlord to a land occupant, who ceased to employ tenants and restricted himself to such land as he could cultivate with his own servants, and then Government transferred the vacant land to strangers temporarily, and more often permanently. But there is no proof whatever of this former state of light assessment, of the time when it existed, or when the change began, or when it reached its present standard. It is somewhat singular that the Board of Revenue, though they consider a light assessment, and the payment in kind of a fixed share of the crop, as fundamental parts of the old Indian revenue system, yet in their conjectures as to the origin of the custom of the revenue of the wet land being demandable in kind, they never once think of ascribing it to any cause tending to favour the Ryot, but only to those causes which tend to secure a high revenue. They say,* "the fluctuation in the pro-"duce, in the value of the produce, the desire to obtain the utmost "possible revenue in times of high price, a knowledge of the fluc-"tuation in the value of the precious metals, the impossibility of "otherwise obtaining so large a proportion of the gross produce "as fifty per cent., may all, or in part, have perpetuated the cus-"tom of receiving in kind the revenue demandable from rice lands." I never could discover the least foundation for the assumption that the Hindoo assessment had been raised by the Mahomedan conquest, or for believing that the assessment which we now find did not exist before that period. We find the assessment as high in the territories of Hindoo as of Mahomedan chiefs. This cannot have been owing to the progress of the Mahomedan arms, because over many of the petty states they never established more than a nominal dominion, nor ever assumed the management of their revenue. Among the chieftains of the Northern Circars descended from the ancient sovereigns of Orissa, and who have for ages been in a great measure independent, as well as among many of the Rajahs of the Upper and Lower Carnatic descended from the sovereigns of Vijeanuggur or their deputies, and who also since the fall of that empire have in a great degree been independent, we find the same rate of assessment, amounting usually to about one-

* Board of Revenue, do. para. 79.

half, and fluctuating according to the soil from two-fifths to three-fifths of the gross produce with little variation, except that in some places it is paid in kind, and in others in money. It cannot be maintained that the demands of the Mahomedan conquerors may have compelled these chiefs to introduce a new and higher rate of assessment, because the *peshcush* imposed upon them by the Mahomedans was trifling, was often withheld, and was generally less than they had paid to their own princes. The few imperfect records which have reached us of the revenues of Vijeanuggur, the last of the great Hindoo powers, do not show that the assessment was lighter under that Government than under its Mahomedan successors. If, then, there ever did in any age prevail throughout India a moderate land tax, its loss must be attributed to some other cause than that of Mahomedan invasion. After the time of the first fanatical conquerors, many of the Mahomedan princes seem to have been more enlightened, and as much disposed to be moderate as the former Hindoo rulers. Among these were the Emperor Akbar Mullk Aubar,* and other princes, by whom great and systematic reforms were introduced. There is, however, no ground, either from tradition or from record, or from the present state of the country, for believing that a moderate land-tax was ever at any time throughout India the general principle of its revenue system. It is much more likely that a variety of systems have always prevailed in different provinces at the same time, some more, some less favourable to the people; some admitting of private landed property, some rejecting it; that in the same province different systems have predominated at different times; and that the system of all land being the property of the Circar has sometimes succeeded that of private landed property, and sometimes given way to it. At Vijeanuggur, the seat of the last great Hindoo Government, and in the countries immediately around it, where, according to the theory of private landed property having been the ancient Hindoo system until destroyed by foreign invasion, we might naturally hope to see it in its greatest perfection, we find no trace or record of its having ever existed. In the countries in the Peninsula it is most perfect in Canara, which was long, and in Mala-

* Akbar died, A. D. 1605.

bar, which was a considerable time under a Mahomedan government. Next to these provinces it is most complete in Travancore, which never was subdued by that power. In Arcot and Tanjore it is less valuable than in Travancore, and in Madura and Tinnevelly still less so than in Arcot. In a narrow strip of country along the eastern side of the Western Ghauts, from the south of Mysore to Sattarah, it is found nearly in the same state as in the adjoining districts below the Ghauts. With the exception of this narrow slip it is unknown in Mysore, in the Southern Mahrattah country, in the Ceded Districts, and in the Northern Circars.* It is unknown at Bijapoor. It is found farther north at Sholapoor, on the same footing as at Sattarah: but again disappears to the eastward, on the Nizam's frontier. In Sattarah the proportion of Meerassadars to other occupants of the land is two to one; in Poonah, three to one; and in Ahmednuggur, about equal. In Khandeis there are very few Meerassadars, and it is thought by the Collector, Captain Briggs, that Meeras has generally ceased in that province, since its conquest by the Mahomedans in 1306. But Mr. Chaplin thinks that there is no proof that it existed antecedent to the Mahomedan conquest. The *meeras* system was established in Ahmednuggur about the year 1600, by Mullik Ambar, the Mahomedan ruler of that province; and in some other provinces where it is found, and which were long under the Mahomedan dominion, it is uncertain whether it is of Hindoo or Mussulman origin. It is, no doubt, possible that private landed property may in some countries have been swept away by the violence of Mahomedan invasion, and the long continuance of oppressive government; but it is equally possible, that the same thing may have been produced long before the Mahomedan conquest, by the wars among the Hindoos themselves, and by the subversion of one great Hindoo empire by another; and it is probable that enlightened princes, both Hindoo and Mahomedan, seeking the welfare of their subjects, may have either revived or introduced private landed property into their dominions.

11. But the question regarding *meeras* is one rather of curiosity than of any real utility; for in most districts the *meeras* is

* Mr. Chaplin's report, paras. 130, 137.

worth little, and has no value that might not be easily given to the lands in every province by a moderate reduction in the assessment. It is much more important to ascertain how this moderate assessment is to be gradually introduced, and private landed property reared upon it, than to seek to trace the origin and the fluctuations of *meeras*. It is only on the Malabar Coast that the *meeras* yields such a landlord's rent as to make it generally saleable. In Arcot it yields little landlord's rent, and though nominally saleable can seldom be sold. In the Southern Provinces it gives hardly any landlord's rent, and in the Deccan the assessment is usually so high as to leave little or none, and the land when thrown up by the Meerassadar can seldom pay the old rent, because the uncertain tenure of the cultivator (Oopari) prevents his bestowing the same labour upon it.* It may, therefore, be assumed, that except in a few districts, *meeras* land yields no landlord's rent. But this does not hinder it from being a desirable property; for as a man cannot always find employment for his labour and stock, it is of great importance to possess land by which this employment may be secured. In Circar land as well as *meeras*, Ryots sometimes have a landlord's rent; for it is evident that whenever they so far improve their land as to derive from it more than the ordinary profit of stock, the excess is landlord's rent: but they are never sure of long enjoying this advantage, as they are constantly liable to be deprived of it by injudicious over-assessment. While this state of insecurity exists, no body of substantial landholders can ever arise; nor can the country improve, or the revenue rest on any solid foundation. In order to make the land generally saleable, to encourage the Ryots to improve it, and to regard it as a permanent hereditary property, the assessment must be fixed, and more moderate in general than it now is; and above all, so clearly defined as not to be liable to increase from ignorance or caprice. This cannot be attained by receiving as revenue a specific share of the produce in kind, because it is exposed to fluctuation from fraud and many other causes, and because the usual share would be too heavy a tax on improvement; or by a money-rent fixed according to the custom of the country, because though nominally fixed, it is no where registered or accurately known, but is merely under-

* Mr. Chaplin's same Report, paragraph 115.

stood to be so much, or about so much. It can be attained only by a moderate money assessment, fixed specifically on every separate field or piece of land, and accurately registered in the accounts of every village Curnum and of every Collector. This is, in fact, no new system, but is merely giving a more accurate form to the system of money rents followed by the natives, where such rents prevailed. There can be no doubt that this system is perfectly adequate to the accomplishment of every object of improvement for which it is intended. All doubt that might have existed on this subject ought to be removed by what has happened in the Baramahl. It was supposed that, soon after the introduction of the permanent assessment into that province, the survey rates of assessment which had been previously established by Colonel Read were entirely abandoned between the Mootahdars or newly-constituted proprietors and the Ryots; but this is so far from being the case, that the survey assessment was always considered by the Ryots as their great land-mark; and it was it alone which, by furnishing them with a clearly-defined standard and maximum of rent, enabled them, when withdrawn from the protection of the Collector and left to that of the Mootahdars and the courts of justice to which they were too poor to appeal, to undergo the experiment of such a system for nearly twenty years, and to revert from the Mootahdar to Government with much less loss than could have been expected, and in some instances in a much better condition than they had ever been before. In a considerable part of the land the Mootahdars found it advisable to lower the survey assessment, in order to induce the Ryots to extend their cultivation: in some cases they raised it illegally, by the aid of the influence derived from their situation; but in by far the greater part of the land the survey assessment still continued to be followed in the engagements between the Mootahdar and the Ryots. This long continuance of a known and fixed assessment has begun to introduce saleable private landed property into the Baramahl, where it was never known before. I do not speak of mootahs or zemindarries, because they are merely saleable portions of the Government revenue, but of the single field or aggregate of fields which usually compose the possession of a Ryot. In many mootahs several fields are saleable, and in some every field is so. This

effect has been produced by the survey assessment: not from its moderation, for it is hardly lighter than that of the native governments usually is, but from its having been fixed and so clearly defined as to leave no uncertainty, and thus to encourage one party to improve and the other to purchase the land. This effect, too, has been produced under many disadvantages, and it would have been much more extensive had it been assisted by a lighter assessment, and not been impeded by the petty oppression of the mootahdarry system. The land which has become saleable in the Baramahl has been sold from two or three to ten or twelve years' purchase. This is an advantage which it possesses over the old *meeras* land of Arcot, which though nominally saleable is rarely so, except in the neighbourhood of Madras or of towns on the coast, and there more commonly for building than for agricultural purposes. It possesses a great advantage in its simplicity, for it is not a complicated property made up of various shares and fees, and bound to pay Government a large share of every improvement like that of the *meeras*, but is a fee simple held immediately of Government, and liable only to the same fixed rent, however great the produce derived from improvement may be. The land of the Baramahl will probably in time all become saleable, even under its present assessment. But private landed property is of slow growth in countries where it has not previously existed, and where the Government revenue is nearly half the produce; and we must not expect that it can be hastened by Regulations or forms of settlement, or by any other way than by adhering steadily to a limited assessment, and lowering it wherever, after full experience, it may still in particular places be found too high. By pursuing this course, or in other words by following what is now called the *ryotwar* system, we shall see no sudden change or improvement. The progress of landed property will be slow, but we may look with confidence to its ultimate and general establishment. We have never yet followed with perseverance any plan calculated to create or extend private landed property, and where we have laid the foundation of such a plan by a survey and fixed assessment of the land, as in the Baramahl, Coimbatore, and Arcot, and some other provinces, we have counteracted its design by injudicious leases and permanent settlements.

[No. LXII.] *From Mr. Smalley, Collector of Chinglepul, to the Board of Revenue, dated 18th May 1822, reporting on the Revenue Settlement for Fusly 1231.*

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Para. 12. The vicinity of the District to Madras and the connection between many of the meerassidars and the residents at the Presidency must be allowed to have given rise to a greater freedom of expression and conduct than exists in the more remote provinces. It has led, I think, to beneficial and to injurious results. Inasmuch as it has been the means of affording a knowledge of their true rights and making them better acquainted with the laws and principles of the Government, the inhabitants have reaped a benefit. But if this knowledge is confined and not general, and if, as I am inclined to suppose, the least useful members have learnt that the best laws may be evaded and the fostering care of the Government may be abused, an evil consequence has gone hand in hand with the good effect. I do not wish to censure, and, in general, I see much to approve. A great portion of the meerassidars are most respectable, industrious, good subjects. There are certainly exceptions, and to stop the evil, I would wish to make an example of two or three villages wherein the meerassidars neglect their cultivation and set the orders of the Circar at defiance. It will not be thought surprising that in a whole district ten or twelve villages should be difficult of control, nor is it so; but the evil is one likely to spread, and the disobedience of the few, with a determined plan to diminish the public revenue, should not be suffered to mislead the many. I shall at present confine my recommendation to three villages, whose *meerassee* and privileges should in my opinion be forfeited. They have pertinaciously resisted every mode of settlement, and shamefully neglected their cultivation, with every means at their disposal. I have the honor to enclose a statement of the cultivation of these villages, which upon minute enquiry, I believe have been wantonly injured by the meerassidars, and from which the Circar has not reaped that benefit to which it has an undoubted right. In Vulleveram there appears a decrease in the number of ploughs, but the meerassidars

Enclosure No. 11.

purposely abstained from purchasing them. This is a fine village, with a river channel cruelly neglected. Last year the people asked *tuccary* and promised to cultivate; the Tahsildar made advances, but they made no progress in their cultivation. I asked the reason on the spot, when the inhabitants informed me that the sum advanced was too small to purchase cattle. I then demanded how much they required, they named a sum and I gave it them, and after all they did not increase a single plough. Their first object is to share the pillage of an *Amauny* division of the crop, and in the event of a money rent or survey, to diminish the average collections. There are several other villages which are sadly deteriorated in value, but even one example would have the best effect. It is true the lands are called Waraput, and such they are, but it does not appear to me that the *meerassee* tenure of Nunjah land co·tains in it an obligation upon the state to receive its share in kind. It limits the Government share and secures that of the inhabitants. Waraput may be also used in contradistinction to Teeravaput, the one being a fixed tax, and the other a portion, but it does not appear to me to follow that the Government may not, if it pleases, collect the land revenue in money provided the share is not exceeded.

[No. LXIII.] *Proceedings of the Board of Revenue, dated 1st July 1822, on the above Report.*

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Para. 9. As an example to deter others the Collector proposes forfeiting the *meerassee* and privileges of three villages, where they have pertinaciously resisted every mode of settlement and shamefully neglected their cultivation. The Board are however averse to the adoption of so severe a measure, and should the meerassidars continue blind to their own interest and refuse to cultivate, the Collector has it in his power to secure the just rights of the Government by giving their lands to others and *allowing the meerassidars the usual swamy bhogum.*

NOTE.—Government on 19th July 1822, approved in general terms of these Proceedings of the Board.

[No. LXIV.] *Extract from the Government Minutes of Consultation, dated 8th April* 1828, *forwarding to the Board of Revenue Extract from a despatch from the Court of Directors, dated 25th July* 1827, *commenting on the two preceding papers.*

The Board proceed to take into consideration the General Letter from the Honorable the Court of Directors, bearing date the 25th July last.

Extract from a General Letter from England, dated the 25th July 1827.

Para 2. "We think it necessary to communicate to you our sentiments with regard to the following case, which is recorded in the Revenue Board's Proceedings of the 1st July 1822.

The Collector of Chingleput submitted* a proposal in these words "I would wish to make an example of two or three villages "wherein the Meerassidars neglect their cultivation and set the "orders of the Circar at defiance. It will not be thought surpris-"ing that in a whole District ten or twelve villages should be "difficult to control, nor is it so; but the evil is one likely to "spread, and the disobedience of the few, with a determined plan "to diminish the Public Revenue, should not be suffered to mis-"lead the many. I shall at present confine my recommendation "to three villages whose Meerassee and privileges should in my "opinion be forfeited. They have pertinaciously resisted every "mode of settlement, and shamefully neglected their cultivation "with every means at their disposal." The Board of Revenue stated in reply that they were averse to the adoption of so severe a measure, and that should the Meerassidars continue blind to their own interest and refuse to cultivate, the Collector had it in his power to secure the just rights of the Government by giving their lands to others and allowing the Meerassidars the usual Sawmy Bhogum.

3. "The resolution of the Board of Revenue not to proceed to such an extremity as that suggested by the Collector was undoubted-

* In his Report of 18th May 1822, para. 12.

ly proper; but as their proceedings* and those of the Government† contained no comment on the character of the proposition with reference to the rights of the Meerassidars or to the powers vested in the Revenue Officers, it may be inferred that the Board did not think the measure illegal or such as the Collector might not (if sanctioned by their authority) have carried into execution.

4. "The course of proceeding pointed out for the adoption of the Collector appears to be analogous to that prescribed in similar cases by the Bengal Regulations. We have already adverted to this subject in our Revenue Letter of the 18th of May 1825, but we now wish to call your attention to the propriety of defining by regulation the powers which it may be necessary to commit to the *Revenue Authorities* for the purpose of enabling them to conduct the settlement of the Land Revenue."

5. "This appears to have been done in Bengal by Regulations VII. of 1822 and II. of 1826, and we suppose that powers similar to those conferred in Bengal must be sufficiently extensive for every purpose under your Presidency."

Resolved, that an Extract of the foregoing Despatch from the Honorable the Court of Directors be transmitted to the Board of Revenue, with instructions to submit their sentiments as to the propriety of defining by Regulation as suggested by the Honorable Court, the powers which it may be necessary to commit to the Revenue authorities for the purpose of enabling them to conduct the settlement of the Land Revenue.

NOTE.—*The requisition contained in the above Extract Minute of Consultation, was never responded to by the Board of Revenue.*

[No. LXV.] *Extract from a Despatch from the Court of Directors, dated 30th July* 1828, *approving of the view of Mirassi taken by the Board of Revenue in their Proceedings of* 11*th December* 1823, *No.* 59 *of these Selections.*

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Para. 23. "The conclusion which we have drawn from the evi-

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* Board's Proceedings, 1st July 1822, para. 9.

† Extract Minutes of Consultation, 19th July, 1822.

" dence brought before us respecting this important and somewhat " intricate subject, accords in all the leading particulars with what " is here delivered as the result of the enquiries of the Board. We " have therefore perused this communication with much satisfac- " tion."

[No. LXVI.] *From Mr. Freese, Collector of Chingleput, to the Secretary to the Board of Revenue, dated 24th July* 1839.

I have the honor to request you will lay the accompanying copy of a letter* before the Board of Revenue, and with reference thereto, request that I may be favoured with their views relative to the inherent rights of the Meerassidars to the whole of the lands within the village boundaries, and whether the Meerassidars have authority to sell the *Parumboke* and immemorial waste lands.

2. In the present instance the Meerassidars of Wooroor have, without any communication with my Office, sold to Mr. Waddell a long tract of land situated on the sea shore and indeed forming part of the beach itself, and round which he has commenced planting a hedge, thereby cutting off the direct approach to the beach and intervening between long established gardens and the sea.

3. It is true Mr. Ellis in his report relative to the *Meerassee* tenure expresses his opinion that the Meerassidars have an inherent right in all lands included and lying within the village boundaries, but which view is opposed by the Minute of Sir Thos. Munro, dated 31st December 1834, whose opinions are supported by the strongest arguments. No distinct order or rule having however hitherto been laid down, much confusion and disputes arise therefrom as well as loss to the Government Revenue, and I would therefore respectfully suggest that it would be advisable to obtain from Government some distinct rules on the subject.

4. The rights of the Meerassidars appear to me to extend merely to the lands generally under cultivation, and that if they, the Meerassidars, fail either to cultivate those lands themselves or to arrange for their cultivation by others, the Government has the right to make them over to other individuals to cultivate, when

* From Captain Clerk, 27th June 1839.

the Meerassidars though entitled to receive certain *Coopatums* or grain fees, lose the power of ousting the cultivator actually in possession ; and that with regard to the *Parumboke* and *Anadi* waste lands, their right extends no further than to the privilege of grazing their cattle on them when waste and receiving the *Coopatums* when cultivated.

5. I trust the Board will excuse my taking this opportunity of bringing the general subject to their notice, but every day brings forward some fresh reason to show the necessity of having a general and defined rule on the subject promulgated.

[No. LXVII.] *Proceedings of the Board of Revenue, dated 15th August* 1839, *on the foregoing letter.*

Mr. Freese has taken occasion on the occurrence of a dispute between two individuals regarding the title to the occupancy of a piece of immemorial waste, to ask the general question " whether Meerassidars have authority to sell *Parumboke* and immemorial waste land."

2. To this the Board have no hesitation in replying that they have no such right. The usual mode of proceeding for parties wishing to obtain occupation of particular lands, is to apply to the Officers of Government to be placed in possession on their executing an agreement to pay the usual assessment, and so long as they continue to discharge this demand they cannot be dispossessed. The rights of the Meerassidars over immemorial waste are confined to the pasturing of their cattle, the cutting firewood, &c. and similar common privileges, but these must always give way to any proposition ensuring the extension and realization of the public revenue.

3. It would seem from Mr. Ellis' replies to queries on *Meerassy* rights that the view taken of this question in the Carnatic does not differ from the general rule as here stated by the Board.

[No. LXVIII.] *From the Collector of Chingleput, to the Board of Revenue, dated 7th August* 1839.

Para. 1. Three persons by name Chinniah Chetty, Chellon and Ponnen, *Paykarry* Cultivators in the Village of Amanumbaukum, having presented a *Durkhast* dated the 21st of February 1839, offering to bring into cultivation certain *Anadi* waste wet lands comprizing 12 *Cawnies*, on the usual terms, an order was issued to the Tahsildar to report upon their offer, when some of the Meerassidars of that Village, between whom and the *Paykarry* cultivators disputes had arisen, in order to prevent the latter from obtaining the lands in their own names, combining with one Vencata Charry, induced him on the 13th March to file a fictitious suit before the District Moonsiff at Wallajahbad against three of the Meerassidars, by name, Trivencatacharry, Coopen Iyengar, and Ragava Charry setting forth that those three individuals had conditionally mortgaged in March 1837 to him certain lands (including those for which the *Cowle* had been solicited) belonging to their share, but that the money not having been repaid according to the terms of the mortgage, he sued to be put in possession of the lands. The Defendants immediately filed an Answer, acknowledging the bill of mortgage and the facts stated in the Plaint, when a decree, in accordance with the prayer of the plaint, was passed on the 21st of the same month. The Plaintiff then produced to the Head Assistant the Judgment, offering to cultivate the lands paying the full *Teerwa*, when it was considered inexpedient in face of the Decree to grant the *Cowle* solicited by the Paykarries, though according to all the proclamations regulating the terms of cultivation, the land ought to have been given to those who first made application for it.

2. That the suit was, as I have stated, a fictitious one is most clear, not only from the facts above set forth, but from its happening that the Village *Merass* of Amanumbaukam being divided into 100 shares, the lands usually cultivated have been also partitioned in the same manner and are held in severalty by the Meerassidars, whilst the waste lands are in common and have not been apportioned to any one. The lands on which the suit was laid being

included in the last, could not therefore belong to the Defendants exclusively, nor were they in their enjoyment. This is not a solitary case that has lately come to my notice, many similar ones having lately occurred; and as I cannot but apprehend much injury to the Government revenues therefrom, should not some steps be taken to check the irregularity, I am induced to suggest that authority be given to me to levy from the persons who acknowledged in the Court having mortgaged these lands, the *Teerwa* or land tax upon them according to the Survey assessment, from the period the fictitious mortgage bears date.

3. In some of the other cases to which I have referred, Paykarries who have actually brought immemorial waste lands into cultivation upon *Cowle*, have been ousted from those lands through similar fictitious suits between the Meerassidars, to which they were in no way a party; and as from the decrees of the Courts, it appears uncertain how far the rights of Meerassidars actually extend, I would suggest the expediency of declaring what are the views of Government on the question for the guidance of the Courts. It appears to me that the proprietary right of the Meerassidars does not extend to immemorial waste lands, and further that they have no prescriptive right even to oust *Paykarry* cultivators from lands to which they may have been inducted from their having been left waste by the Meerassidars, though at the same time the Meerassidars right to *Toondoovaram*, *Swatuntrums*, &c. in the *sheigal* lands, should not be affected by Puttahs for them being issued to *Paykarry* Ryots, who should merely be secured in the right of occupancy on paying to Government the Government dues, and the Meerassidar's fees.

[No. LXIX.] *Proceedings of the Board of Revenue, dated 29th August, 1839, on the foregoing letter.*

1. The opinion of the Board as regards the right of Meerassidars to dispose of immemorial waste has been already communicated to the Collector of Chingleput in the Extract from the Board's pro-

ceedings of the 15th instant.* On the general question therefore no further observations seem necessary on the present occasion.

2. In reference to the immediate suggestion of the Collector of Chingleput in his letter under observation to levy from certain Meerassidars of the Village of Amanumbaukum the *Teerwa* of twelve Cawnies of *Anadi* waste wet lands for which a *Durkast* was given by some Paycarries on the 21st February last, from the period of the date of a mortgage of the said lands to one Vencata Charry, viz. March 1837, the Board have great doubts how far such a demand could be legally enforced, unless it could be shown that the land was actually occupied by the parties during those years.

3. As regards the right of the Meerassidars to the occupancy of waste, the Board of Revenue, though they have already recorded their opinion against the asserted right of the Meerassidars to the absolute disposal of waste lands from which they have derived no benefit for a long series of years, are still inclined to believe that it would be proper, and at the same time consonant to usage, to give them the preference of possession when offers are made to bring the waste under cultivation. It should be the care of the Collector to ascertain that the parties offering for the lands possess the means to cultivate what they propose, and in these cases if the Meerassidars decline to undertake the payment of the demand, the lands should be given to the parties offering.

[No. LXX.] *Extract from a despatch of the Court of Directors, dated 28th July 1841, No. 8.*

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Para. 55. Without entering upon a discussion of the respective rights of Government, and the Meerassidars, over the waste lands, (a point still under the consideration of the superior Tribunal to which the case has been appealed),† it will be enough for us to state our opinion, that it is desirable that, in all cases where

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* No. 67 of these Selections.

† The Decree in the Appeal referred to, will be found at No. 72. It had not reached the Court of Directors when this despatch was written.

Paycarries propose to cultivate the waste lands of a Meerassy Village, their proposal should be, in the first instance, communicated to the Meerassidars, to whom, in the event of their being willing to cultivate, or to give security for the Revenue assessable on the lands, the preference should be given. We consider that the Government has a clear right to the Revenue to be derived from the conversion of waste lands into arable, but we at the same time think it preferable that this object should be attained, whenever practicable, without causing the intrusion of strangers into the Village community.

[No. LXXI.] *Decree of the Court of Udalut in the Zillah of Chingleput in Cause No.* 90 *of* 1836.

Plaintiffs.		Defendants.
1. Runga Iyengar, 2. Peria Mootteal Naik, 3. Chinna Mootteal Naik, 4. Veerasawmy Naik, and 5. Sawmy Naik.	*Vers.*	1. A. Maclean, Esquire. 2. Seema Pillay, 3. Samanayer, 4. Gooman Sing, 5. Cunchee Naik, 6. Moonoosawmy Naik, 7. Royel Moodaly, 8. Chinnappen, 9. Arlapa Naik, 10. Rayapa Naik, 11. Paupoo Naik, and 12. Chinnapen of Yalamiemcotoor.

Vakeel.

Iyasawmy Iyer.

L. S.

Vakeel.

Mungoo Runga Row, for 1st and 2d Defts. Anunda Row, for 7th, 9th and 10th Defts. The 3d, 4th 5th, 6th, 8th, 11th and 12th Defts. exparte.

1. The Plaintiffs in their plaint state that they are the only Meerassidars of Cannumtongul, that besides the cultivated land

there are 164 $\frac{13}{16}$ *cawnies* of uncultivated land in the Village. On the 4th May 1835, the 1st and 2nd Plaintiffs gave proposals to 1st Defendant to bring 40 *cawnies* of the uncultivated land into cultivation. The 1st Defendant sent a *Takeed* to 2nd Defendant informing him that 7th Defendant and others had given proposals on the 2nd May to bring *cawnies* 80 of the waste land into cultivation, and directed the 2nd Defendant to give *cowl* to Plaintiffs for 40 *cawnies*, *cowl* to 7th Defendant and others for 80 *cawnies*, and to obtain proposals for the remaining 44$\frac{13}{16}$ *cawnies*.

2. The Plaintiffs being unwilling that persons who had no *Meerassy* in the Village should have possession of any part of the waste land, sent a proposal to 1st Defendant to take the whole of the 164$\frac{13}{16}$ *cawnies* and give security for the *Teervah*. The Plaintiffs supposing that 1st Defendant would agree to their terms cleared 60 *cawnies* of the waste land and sowed *Poonjah* crop, and 10 other *cawnies* they had prepared for sowing. On the 4th and 5th Audy, year Mumnada, 17th and 18th July 1835, the 2d Defendant, by order of 1st Defendant, sent the 3d, 4th, 5th and 6th Defendauts to the Village with orders to deliver 30 of the 60 *cawnies* which had been sown to Plaintiff, the remaining 30 *cawnies* and the 10 *cawaies* which was ready for sowing to 7th to 12th Defendants, and granted them a *cowl* for these 40 *cawnies* and 40 other *cawnies* which had not been cleared. The Plaintiffs therefore sue to have the *cowl* for the 80 *cawnies* annulled, and sue for the recovery of these 80 *cawnies*, annually yielding Rs. 59-1-0, from 7th to 12th Defendants; also to recover from all Defendan's Rs. 240-10-0, being the loss sustained by them by being deprived of the 40 *cawnies* which they had brought into a fit state for cultivation.

3. The 1st and 2nd Defendants in their answer state that the land is waste, and the Collector has the power of granting *cowl* to any person who is willing to undertake to bring it into cultivation; that in Fusly 1244 the Plaintiffs took 40 *cawnies* of waste land, part of which they did not cultivate; the 7th Defendant and others gave their proposal on the 2nd and the Plaintiff on the 4th May 1835; the 2nd Defendant was ordered to report on this pro-

posal, and on his report orders were sent to give *cowl* to 1st Defendant and to Plaintiffs; that the Plaintiffs, after the *cowl* had been given to 7th Defendant and others, went and partially cut the Jungle on the 80 *cawnies*, leaving their own 40 *cawnies* untouched; the 80 *cawnies* are in one part of the Village and the 40 in another. The Plaintiffs and other inhabitants made a return that up to the 5th July 1835 only 10 or 15 *cawnies* were cultivated; up to that date the Plaintiffs did not cultivate any part of the 80 *cawnies* given to 7th Defendant and others, and consequently they have incurred no loss or damages, neither have they any right to this 80 *cawnies*.

4. The 7th, 9th and 10th Defendants in their answer state that the *cowl* for the 80 *cawnies* was granted to them, and when they commenced clearing the ground the Plaintiffs prevented them, and therefore Peons were sent to see that Defendants were not hindered in the work.

5. The Plaintiffs in their reply state that neither the Government nor the Collector have any right to take possession of waste land without the consent of the Meerassy inhabitants, neither can the waste land be given to strangers for cultivation without first receiving a Razeenamah from the Meerassidars that they are unable to bring the lands into cultivation; that at the time they sent in their proposal for the 40 *cawnies* they did not know that 7th Defendant and others had sent in proposals; that when they heard that this was the case they then sent in proposals to take the whole of the waste land fit for cultivation.

Plaintiff's Witnesses.	1st and 2d Defendants' Witnesses.
1 No. 36 Teroovengada Charry.	1 No. 42 Varadapa Naik.
2 „ 37 Ramanooja Iyengar.	2 „ 43 Arlapen.
3 „ 38 Ramanooja Iyengar.	3 „ 44 Chinnapa Chetty.

7th, 9th and 10th Defendants' witnesses.

1 No. 45 Vydenada Iyer.
2 „ 46 Chaveriappen.
3 „ 47 Chinnapen.

Both parties witness 1 *No.* 41 *Casava Pillay.*

Plaintiff's Documents.

No. 49 Copy of the Urzy, addressed to the Collector dated 4th May 1835.

„ 50 Copy of the Kyfietnamah, dated 21st May 1835.

1st and 2d Defendants' Documents.

No. 28 Takeed to the Tahsildar dated 11th May 1835.

„ 40 Deposition dated 4th July 1835.

„ 54 Cowl dated 15th June1835.

„ 56 List of the description of waste lands dated 24th August 1827.

„ 57 Copy of the Isteyarnamah dated 24th August 1827.

„ 58 Extract of a letter from the Collector to the Board of Revenue, dated 2d September, 1827.

„ 59 Extract of the proceedings from the Board of Revenue, dated 19th May, 1828.

„ 60 Urzy, dated 12th June, 1835.

„ 61 Urzy, dated 18th June, 1835.

„ 62 Urzy, dated 5th July, 1835.

„ 63 Account of cultivation from July to December, 1835.

7th, 9th and 10th Defendants' Documents.

No. 35 Cowl, dated 15th June, 1835.

„ 52 Urzy, dated 2nd May, 1835.

6. The Judge having taken into consideration the whole of the proceedings in this case, passes Judgment thereon.

7. The Plaintiffs' 1st witness, Teroovengada Charry, states that of the 80 *cawnies* delivered to 7th Defendant and others, at the time it was measured none of it had been cleared, but when the 3rd Defendant went to deliver the land the Plaintiffs' people were clearing it; that Plaintiffs cleared 40 or 50 *cawnies;* he afterwards says they cleared 10 or 15 *cawnies* and had cultivated 7 or 8 *cawnies.*

8. The 2nd witness, Ramanooja Iyengar, states that between the measurement of the land and its delivery to 7th Defendant and

others the Plaintiffs had cleared 70 *cawnies*. Of these 70, 40 *cawnies* were included in the 80 *cawnies* for which 7th Defendant obtained *cowl*; the other 30 *cawnies* are in Plaintiffs possession; that Plaintiffs had sowed 30 of the 40 *cawnies* a few days before it was put into 7th Defendant's possession.

9. The 3rd witness, Ramanooja Iyengar, states that the 80 *cawnies* delivered to 7th Defendant included 30 *cawnies* which Plaintiff had sowed, and 10 *cawnies* which they had cleared and rendered fit for cultivation by Plaintiffs.

10. The 1st witness for 1st and 2nd Defendants, Varadapa Naik, stated he had a share in the *Meerassy* of the Village; he was therefore not examined. The 2nd witness Arlapen states that none of the 80 *cawnies* had been cleared, a few of the bushes had been cut down; that he and Rayapa 10th Defendant have joint cultivation in the Village of Mahadava Mungalum; that witness did plough some of the land now in dispute with two of his ploughs. The 3rd witness Chinnapa (Chetty), in his cross examination states he never saw the land, he was only told of what had been done upon it. The 1st witness, on behalf of 7th, 9th and 10th Defendants, Vydenada Iyer, states that none of the 80 *cawnies* delivered to 7th Defendant &c. had been cleared or cultivated, that some few of the bushes had been cut down; the evidence of the 2nd witness Sowreapen is to the same purport. The 3rd witness Chinnapa states there was no cultivation on the 80 *cawnies*; that when 7th Defendant &c. went to clear the land, the Plaintiffs would not allow them to go on with the work. The witness Casava Pillay is the Meerassy Curnum of the Village and was nominated by both parties; he states that of the 80 *cawnies* cleared by Plaintiffs, 40 were included in the 80 given to 7th Defendant and others; that of these 40 *cawnies*, 30 *cawnies* had been sown by Plaintiffs; he states that the cultivation accounts will not shew that Plaintiffs had sown 30 *cawnies*, because he was ordered by the Zilladar to enter these 40 *cawnies* in the name of the 7th Defendant and others. Witness admits he gave a declaration before the Tahsildar, and the 1st and 2nd Defendants' Documents No. 40 being shewn to him, he states that to be the deposition given by him; in his declaration the witness stated that 30 *cawnies* had

been cleared by Plaintiffs of which 7 or 8 *cawnies* had been sown; that these 30 *cawnies* had been included in the 80 *cawnies* delivered to 7th Defendant and others, because the 3rd Defendant who came to divide and deliver the lands would not be at the trouble of apportioning each separating piece; that the value of the produce of the 40 cawnies cultivated by Plaintiffs is Rupees 221-10-0.

11. None of the witnesses have mentioned the value of the loss sustained by Plaintiffs except the witness for both parties, and the evidence of this man is not worthy of credit on this point, from the difference in his statement before the Tahsildar and before the Court.

12. From the evidence in this case it is quite evident that the Plaintiffs alone are the Meerassidars, and that the 7th Defendant and others have no *Meerassy* right whatever in the Village.

13. That the Meerassidars alone have a right to sell and mortgage *Warraput* land, and that to every *Meerassy* share there is a certain portion of waste land attached, but that the particular parts of the waste land which belong to each individual Meerassy share is not usually known because those waste lands are seldom if ever divided, are facts which have been established by the evidence of witnesses in numberless cases before this Court; and as no one ever attempted to dispute the inherent right of Meerassidars to the waste land, it is evident that without the consent of the proprietors of the soil, the Collector has no authority to deliver any part of these lands to other persons. In this case it appears that the 7th Defendant and others gave their proposals on the 2nd May 1835; this circumstance is not communicated to the Plaintiffs, but they on the 4th May, 1835 sent in proposals for 40 *cawnies;* but after this on hearing of the proposal made by the 7th Defendant and others, they on the 21st May 1835, gave in an agreement to the Tahsildar, Plaintiffs' Document, No. 50, promising to take all the waste lands in the Village at the full *Teervah* and to give security for the performance of their contract. On the 15th June 1835 the Collector grants the *cowle* to the 7th Defendant and others, in doing which the Judge is of opinion the Collector acted contrary to the acknowledged right of the Plaintiffs.

14. By Section XLIII. Regulation II. of 1803, it is enacted that the Collector shall not grant *cowle* without the authority of the Board of Revenue, and all *cowls* shall contain the date of the authority of that Board. The 1st Defendant has not shown his autnority for granting the *cowle* to 7th Defendant and others ; he has filed extract from a letter from Mr. Viveash, to the Board of Revenue dated 2nd September 1827, and an extract from the proceedings of the Board of Revenue dated 19th May 1828, in which the Board sanctions the form of *cowle* proposed by the Collector ; but this has nothing to do with the case in point. On the above grounds the Judge annuls the *cowle* granted by 1st Defendant to 7th Defendant and others, and decrees that the 80 *cawnies* shall be restored to Plaintiffs. The Judge disallows the sum of Rs. 240-10-0 claimed as damages, the Plaintiffs not having satisfactorily proved what expense they had incurred. The Judge also decrees that the 1st Defendant pay all costs of suit incurred by himself and the Plaintiffs, the other Defendants to pay their own costs as hereunder specified.

J. HORSLEY, *Judge.*

[No. LXXII.] *Decree of the Provincial Court Centre Division, in A. S. No.* 46 *of* 1840—*Judge, M. Lewin, Esq.*

Chingleput Zillah Court, O. S. 90 *of* 1836.

1. Runga Iyengar, and 4 others.	*Vers.*	1. A. Maclean, Esq., and 11 others.

Provincial Court A. S. No. 46 *of* 1840.

C. H. HALLETT, ESQ. on behalf of Government.	1. Runga Iyengar, and 4 others.

Decree of the Provincial Court.

The Plaintiffs are the Meerassidars of the Village of Cunnentongle, and sued for 80 *cawnies* of the waste land of their Village which were granted by the Collector (the 1st Defendant) to others of the Defendants on a deed called a *cowle.* They also sued for the value of certain produce, but this point is not involved in the appeal.

The Plaintiffs allege that the Collector having received a tender for the lands in dispute, granted them to the 7th and 9th Defendants (to be held for ever as the *cowle* shows) on payment of a certain annual rent to the Government. That being opposed to the entry of strangers into the Village, they tendered for the entire waste, and offered security for the Revenue, which was not acceded to.

The 1st and 2nd Defendants pleaded that the land being immemorial waste, the Sircar had the power of appropriating it. The 7th, 9th and 10th Defendants pleaded the *cowle*; the other Defendants did not appear.

In reply, the Plaintiffs assert that the Government had not the power to give the land to others without the consent of the Meerassidars.

The Zillah Judge* decreed the lands sued for, nonsuiting the Plaintiffs in the matter of the damages, "the Plaintiffs not having satisfactorily proved what expense they had incurred." The lands were decreed on the following grounds, "That the Meerassidars, "alone have a right to sell and mortgage *Warraput* land; and "that to every *Meerassee* share there is a certain portion of waste "lands attached; that no one ever attempted to dispute the in- "herent right of the Meerassidars to waste land; and it is evident "that without the consent of the *proprietors of the soil*, the Collec- "tor has no authority to deliver any part of these lands to other "persons. In this case it appears that the 7th Defendant and "others gave their proposals on the 2nd May 1835; this circum- "stance is not communicated to the Plaintiffs, but they on the 4th "May 1835 sent in proposals for 40 *cawnies*; but after this on "hearing of the proposal made by the 7th Defendant and others, "they on the 21st May 1835 gave in an agreement to the Tahsil- "dar, (Plaintiffs' document, No. 50) promising to take all the waste "lands in the Village at the full *Teervah*, and to give security for "the performance of their contract; on the 15th June 1835 the "Collector grants the *cowle* to the 7th Defendants and others; in

* Mr. Horsley.

" doing which the Judge is of opinion the Collector acted contrary " to the acknowledged rights of the Plaintiffs."

The 1st Defendant only† has appealed from the foregoing decision and neither one of the Plaintiffs has appealed. The consideration of the appeal suit is therefore limited to the question of *whether the Government has the power to grant the waste lands of a Meerassee Village to strangers, without first obtaining the consent of the Meerassidars.*

In his appeal from the decision of the Lower Court, the Collector, the 1st Defendant sets forth his views of the case as follows: —" On the 2nd May 1835 certain Christian *Pyakarry* cultivators " submitted to the 1st Defendant, the then Collector of Chingleput, " a proposal to bring 80 *cawnies* out of the 164 $\frac{13}{16}$ of the immemo- " rial waste land situate in the limits of Cunnentongal into cultiva- " tion, and on the 4th of the same month the Meerassidars offered " for 40 *cawnies* in a different part of the Village. The Collector " directed that their proposals should be accepted, and *cowls* on " the usual terms sanctioned by the Board of Revenue, were issued " to them respectively. The Meerassidars subsequently presented " a proposal for the whole 164 $\frac{13}{16}$ Cs. and without awaiting the " reply of the Collector commenced clearing some of the jungle " growing on the 80 *cawnies* which had been already assigned to " the *Poykarries*; when the Revenue authorities interfering and " placing the latter in possession, the Meerassidars sued the Col- " lector, his Subordinate Officers, and certain of the *Poyakarree* " cultivators in the Zillah Court for the recovery of the 80 *cawnies* " of land, and for alleged damages. The main point urged in the " plaint was that waste lands could not legally be given to *Poya-* " *karries* or strangers, to cultivate without the consent of the Mee- " rassidars and that they themselves had at the time been willing " to cultivate the lands in dispute." After reciting the grounds of the Zillah Judge's decree, the appellant urges that the principles on which the decree is passed are erroneous, and detrimental to the interests of the public, &c., that " The Zillah Judge has " assumed that the right of the Meerassidars to the immemorial

† The Collector.

" waste lands has never been disputed; whilst it might more correct-
" ly have been said that the right had never been positively affirmed,
" even by the most zealous advocates of the *Meerassee* privileges,
" whilst on the other hand it has altogether been denied by many
" of the best authorities, and as is well known, has also been dis-
" allowed in practice. Mr. Ellis, one of the warmest supporters
" of the rights of Meerassidars, whilst he asserts their title
" to all the land generally under cultivation, gives it as his
" opinion *that they cannot break up the immemorial waste without*
" *permission of the Circar* :* an admission going to the length
" of allowing that the immemorial waste is the absolute pro-
" perty of the Circar. He recognizes throughout his published
" Report, the rights of the Circar to secure its Revenues by plac-
" ing strangers in the occupancy of lands which the Meerassidars
" fail to cultivate, even though such lands may form part of the
" usual cultivated land of the Village." Appellant then states it to have been the opinion of Sir Thomas Munro,† that " the right
" of the Meerassidars to the waste was good only so far as to
" preclude strangers from grazing and exercising other rights of
" common in the Village; but that the Circar possessed, by the
" usage of the country, the absolute right of disposing of the
" waste as it pleases, in Villages which are *Meerassee*, as well as
" in those which are not. It is also a well known circumstance,
" and in proof of which if necessary, many cases might be
" adduced, that in many *Meerassee* Villages in the Collectorate of
" Madras, immemorial waste lands have been appropriated by
" Government without any compensation being allowed to the
" Meerassidars."

The appellant then contends against the construction by the Zillah Judge of Section 43, Reg. 2 of 1803, relating to the granting of *cowls*, and urges that the sanction of the Board of Revenue was not necessary to render valid the *cowle* granted to the defendants. It does not appear to me that this question forms a necessary part of the argument, it will not therefore be again noticed.

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* Mr. Ellis' reply to question 2.

† Para. 8 of his Minute of 31st December 1824—W. H. B.

The 1st point which calls for notice in the argument of the appellant, is the objection taken to that part of the Zillah Judge's decree which asserts that "the right of the Meerassidars to the immemorial waste lands, has never been disputed;" this averment of the Zillah Judge appears in entire accordance with the law of *Meerassee* as laid down by Mr. Ellis, while the contrary position of the appellant that in fact "the immemorial waste is the absolute property of the Circar," is not only incompatible with his views, but also incompatible with the possession on the part of the Meerassidar of any property in the soil whatever. Mr. Ellis, says,* "*Meerassee* right wherever it exists, certainly extends to waste "lands." "In the *anádi carambú* or immemorial waste, though "they (the Meerassidars) possess the exclusive right of cutting "firewood, working quarries, &c., they have no right *of cultivation*, "much less can they claim to break up common used for pasturage, or to cut down productive trees &c." "*Meerassee* right is "confined to the *use* of these as they exist; no alteration can be "made with respect to them by the Meerassidars. I mean that "they have no inherent right to do so. With the consent of the "Circar any beneficial change in the appropriation of lands may "take place, and a correspondent alteration may be made in the "*Tarapadi* accounts; thus if part of the *anádi carambú* lands be "reclaimed, or a road in the *Perumboc* be stopped up, and cultivated, the extent must be transferred from this head to that of "*Várapet*." The restriction contained in the foregoing has no "reference whatever to a limitation of right (as property), but to "the power of its conversion except for beneficial purposes, the "Government having a voice in the case of such conversion, being equally interested as the Meerassidars in its effects. If a "Meerassidar be so reduced in circumstances as not to be able to "bring under cultivation his share of the *Warraput*, or if he should "have abandoned agriculture for other pursuits, it is incumbent "on him to provide for its culture by granting to *Poyakarries* such "terms as will induce them to bestow on it the advantages of "their stock and labor. If he do not do so the State has then a "right to employ *Poyakarries*, either for the current year, or for a

* Reply to question 2d of the Mírási queries.

"fixed *not an indefinite* number of years, and *perhaps* to resume "his *Meerassee* Swatunterums in proportion to the extent of land "he has neglected to cultivate." The *Meerassee* tenure seems almost indefeasible: every possible allowance and expedient having been in practice, to prevent its alienation from the original possessor. B. Sunkryah whose views of *Meerassee* are recorded with those of Mr. Ellis, says* "as waste lands are included in the *Gráma-taram*, all such lands have been considered to appertain exclusively to the Meerassidars." The same authority speaking of the right of the Circar to provide for the Revenue where the Meerassidar makes default says, † "If therefore the Meerassidar fail to cultivate, and loss thence accrues to the State, the Circar enjoys and exercises the right to cause the lands to be cultivated and to issue *cowles* for the purpose." Although many authorities concur on this point, I have not met with one which vests in the Circar power over *Meerassee* lands farther than is necessary for the temporary protection of the Revenue, in default of its being provided through the means of the Meerassidar; nor have I found any authority which distinguishes the right over waste (as property) and cultivable land, except in the purpose of their respective application. Every Village has a certain portion of waste land attached to it which neither the Meerassidar, nor the Government, can break up, unless for mutual benefit. *Meerassee* is founded on immemorial usage, from which neither the Government nor the Ryot has power to depart in any respect unless for a beneficial change.

There are objections independently of those which arise out of the law of *Meerassee*, to the proceedings of the Collector in this case. Had the lands in dispute been ordinary land available to the Circar as Revenue, (for they have been so treated), the Plaintiffs were in possession, and could not be ejected from them except in failure of payment of the assessment due on them.

The tenures of *Ryots* are irrevocable as long as they pay the rent, and by the laws of Hindoostan they must be twelve months in

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* Reply to the 2d of the Mírásí queries.

† Reply to the 2d of the Mírásí queries.

arrear before they can be ejected. This principle is acknowledged in every description of land, and controls the Government even where the *Ryot* of the soil is never thought of. Mill says, " by custom the possession of the *Ryot* became in this manner a permanent possession, whence he was not removed except he failed to pay his assessment, or rent; and no violation of property is more flagrant than that by which the tenure of the right is annulled." Dr. Buchanan says " the *Ryots* or farmers have no property in the ground, but it is not usual to turn any man away so long as he pays the customary rent. Even in the reign of Tippoo, such an act would have been looked upon as an astonishing grievance." But to return to the Meerassidars' tenure.

Mr. Place (speaking of the Jaghire) says in one of his reports, " Besides their *Meerassee* lands, these cultivators enjoyed a certain portion of prescriptive registered lands, wholly exempt from any tax or rent." This alludes to the *waste* lands of the Village.* In another report Mr. Place observes. " It often happens from various " causes, that a Meerassidar is unable or unwilling to cultivate his " fields. In this case it has been the practice of the Government " or its Managers, to assign the culture of such land to *Paracoodies* " of their own nomination, but the right of the Meerassidar in the " soil is not impeached by this act arising from his inability; he is " still considered as the proprietor, and *entitled to his Sawmy Bogum* " or rent from the *Paracoody* in possession, and may return again to " the cultivation of his *Meerassee* lands *whenever he may be able or* " *willing* to occupy it." In another report Mr. Place says, " If the " Meerassidars are capable of cultivating all their lands, a *Poyakarry* " will not be admitted, nor can he on any account in that case have " a preference from any competent authority without injustice to " others."

The document granted by the Collector and which is denominated a *cowle* is an entire annihilation of the right of the Plaintiffs. It conveys the lands in perpetuity to *Poyakarries*, without respect to the Meerassidars' claim; it assumes the right of soil to be in

* This is certainly an error. Mr. Place was speaking of the *Máni-yams*, or rent free lands held in virtue of being Mírásidárs—W. H. B.

the Government, instead of the Meerassidar; and it does not even recognize *Meerassee* as a distinction, much less its claims.

The circumstances which would have justified even temporary alienation of the land by the Collector to the *Poyakaries*, are all wanting in the case.

The act was not necessary as a protection of the Revenue, as the Plaintiffs offered security for its full payment whether they cultivated the land or not.* Their offer (Document No. 50) is dated 20th May 1835, the *cowle* to the 7th and 9th Defendants is dated 15th June same year.

If the waste in question were convertible into cultivable land, it is quite clear from the authorities quoted that on its conversion from the *anadi karambu* to *Warrapet* it ought to have been entered as such, in the *Terrapadi* accounts of the Village, and then divided among the Meerassidars according to the manner in which the rest of the Village was shared among them.

The Plaintiffs in their offer to cultivate the waste, tendered security for the Revenue, whether they cultivate or not. There is therefore neither reason nor expediency apparent in the measure which ousted them, and certainly there was no right in it.

The Provincial Court confirm the Decree of the Zillah Judge, and adjudge that the 1st Defendant bear the costs of the appeal.

(Signed) M. LEWIN,

17*th November*, 1841. *2nd Judge.*

[No. LXXIII.] *From Mr. Kindersley, Principal Collector of Tanjore, to the Secy. to the Board of Revenue, dated 26th Aug.* 1841.

1. I have the honor to request that you will take the instructions of the Board on the following points, connected with the rights of Meerassidars over the waste lands of their respective Villages.

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* This fact alone was sufficient, let the other arguments be right or wrong, to justify the decree of the Pro. Court—W. H. B.

2. The only recorded definition of those rights with which I am acquainted is in the* 71st and 72nd paras. of the Board's Minute of the 5th January 1818, and is as follows :

Para. 71. "The *tarisee* or waste land, is sub-divided into the *anadee carumboo* or immemorial waste, and the *sheycal carumboo* or waste land that has at some time been cultivated; each of these consists chiefly of tracts of common, on which the Meerassidars graze the cattle employed by them in agriculture, or of jungle in which they cut the firewood used by them for fuel. and both are held free from tax. Should the Meerassidars, however, possess the means, *they are vested with ample right to extend their cultivation to these lands, though it is understood that the consent of Government is necessary before they can break up the* anadee carumboo, *or land that has never been under the plough ;* but the moment any part of either the *sheycal* or *anadee carumboo* is reclaimed, the nature of the land is changed, it ceases to be *tarisee* or waste, and no sooner is it converted into cultivated land than it is transferred, as such, in the Village accounts to the head of *Waraput* or *Teerwaput*, and in common with all land of that description becomes, for the plain reasons already given liable to tax."

Para. 72. "The tax on waste land, or rather the terms on which the cultivation of waste is undertaken, are well known, and in general regularly followed in every province ; but a specific exemption is always claimed from the standard rate established for the cultivated lands, before the cultivation of waste is undertaken. The tax on waste is low at first, and rises gradually to the general standard rate."

3. Here it is clear that the Meerassidars have a right to cultivate waste with the consent of Government, and on undertaking to do so, are entitled to the temporary remissions of assessment customary or prescribed for each province.

4. But it does not appear—1st. Whether, in default of means or desire to exercise this right on the part of the Meerassidars, their

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* Printed Selections, Vol. 1, Page 900.

consent is necessary before Government can grant the land for cultivation to a stranger.

2ndly. Whether, supposing them to be able and willing to exercise the right, according to the customary or prescribed terms for the cultivation of waste, Government can grant waste to a stranger who may undertake it on more *favorable terms*.

3rdly. Whether the right of the Meerassidars in the waste land, whatever it may be, is transferrable by sale or otherwise to strangers.

5. The anxious desire to possess land in Tanjore, and the facilities which several important works of irrigation, more or less advanced towards completion, have or will afford to reclaiming extensive tracts of waste, have already brought these points under discussion, and the early decision of the Board upon them is highly desirable.

6. The sale of waste land by Meerassidars to strangers, was I believe, formerly almost unknown in this province;—but more than one instance has occurred within the last year or two, on lands circumstanced as above described. Supposing, as I conceive to be the case, the right of granting the waste to strangers, on failure of the Meerassidars to cultivate it on the usual terms, to be vested in the Government on the one hand;—and the right of cultivating the waste on the *usual* terms, in preference to strangers who may offer *more favorable terms*, to be vested in the Meerassidars on the other hand;—there appears to be no objection to allowing to the Meerassidars the privilege of transferring their right by sale or otherwise, as a means of protecting themselves from the intrusion into their community of persons distasteful to them whether by caste or otherwise, which could not but be a fruitful source of dissension unfavorable to the prosperity, if not to the peace of the community. Without affecting the right of Government, this permission would tend materially to increase the value of the *Meerass* tenure; and considering how much the Meerassidars have it in their power to encourage, and still more to discourage, new settlers, it appears to be desirable to interest them in the extension of the *Meerass* tenure by allowing them to dispose of the waste land, subject of course to all the claims of Government.

[No. LXXIV.] *From Secy. Board of Revenue, dated 9th Sept.* 1841, *to the Principal Collector of Tanjore in reply to the above letter.*

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2. The right of the Government to the disposal of waste has been every where acknowledged, and this would not seem to be questioned in Tanjore, save that the Meerassidars in consenting to the Circar making over their lands to *Paracoodies* (strange *Ryots*) for cultivation, stipulate for the payment of their regulated *Toondawarum*. The Board are not aware what has been the practice in Tanjore in this respect, but it would seem in direct opposition to the 7th clause of the cultivation *Hookumnamah* forwarded from Tanjore for fusly 1244. In this it is expressly stipulated that if a Meerassidar leaves any portion of his cultivated land waste, it shall be the duty of the Revenue Officer to get the same cultivated by means of any other *Ryots*, who shall be allowed to retain the *lands and enjoy the Toondawarum thereof so long as they continue to pay the Circar dues.* If such be the Rule which the Circar exercises over waste land that has at some time been cultivated by the Meerassidars, there can be no doubt as to its having the same control in respect of waste ; but before passing any orders upon your letter under acknowledgment, the Board desire to know what has been the *rule* in *practice* in regard to the disposal of lands temporarily thrown out of cultivation according to clause 7th of the *Hookumnamah* above referred to, and they would also wish to be informed distinctly what has been the practice of the District in reference to each particular point upon which you require instructions.

3. In conclusion, if any case has occurred which has suggested the reference now made by you, the Board would wish to be informed of the particulars.

[No. LXXV.] *From Mr. Kindersley, Principal Collector of Tanjore to the Secy. to the Board of Revenue, dated 30th October* 1841.

Para. 1. In reply to your letter of the 9th ultimo, I have the honor to inform you that the *practice* in regard to the disposal of *Seycal* lands left uncultivated in Tanjore, has been in strict conformity with the Rule, laid down in the 7th para. of the cultivation

Hookoomnamah, viz., to grant them to any one who chooses to undertake their cultivation, guaranteeing to him the enjoyment of the land, and of the Toondoowarum thereof, so long as he shall continue to pay the Circar dues. The mention of *Toondoowarum* in that *Hookoomnamah* was made expressly to extinguish a notion which seemed to be entertained, that Meerassidars were entitled to a landlord's rent, from land the cultivation of which was provided for by Government, as well as from lands occupied by tenants of their own procuring; a Rule, which, if admitted, would enable any Meerassidar to relinquish all charge of his estate, beyond appearing at harvest time to receive his landlord's rent from his steward, the *Circar*. The notion seems to have originated in the arrangement made in regard to lands attached under precept from the Civil Courts, and to those lands which, to so considerable an extent, were temporarily resumed by order of Government, as having been purchased by public servants in sales for arrears of Revenue, under which the *Toondoowarum*, or landlord's rent, was very properly reserved for the party to whom, after due investigation, it might be determined to make them over. But there is a vast difference between the claims of a landlord temporarily suspended from his functions by official authority, and one who voluntarily neglects their performance: and I am not aware that in any instance the *consent* of the Meerassidars (beyond ascertaining whether they purposed doing so themselves) has ever been considered a necessary preliminary to either waste or *Seycal* lands being made over to others to cultivate, or any stipulation made in regard to the *Toondoowarum*.

2. The practice of the District in reference to the three points upon which the instructions of the Board are solicited has been,

First. Simply to give to the Meerassidars of the Village *the refusal of cultivating waste lands before granting them to others.*

Secondly. Not to accept of more favorable terms from strangers when the Meerassidars undertake to cultivate waste according to the customary terms. This practice it will be observed is at variance with the 5th Rule of the *cowle Hookoomnamah* appended to the letter noted in the margin; which, giving the refusal to the Meerassidars

To Board 17th June 1833.

only on the *same terms* as may be offered by a stranger, exposed them, when willing to cultivate *according to the authorized scale*, to be deprived of all its advantages by the rivalry, or by the mere enmity of any one who chose to bid against them, appeared too harsh, and has not been acted upon.

Thirdly. The Board* have already been informed that the sale of waste by Meerassidars to strangers was formerly of rare occurrence in this District. This statement, however, had reference to sales of *waste alone*. For in sales of entire Villages, or of the shares of individual Meerassidars, whether by private contract or by precept of the Courts or on account of arrears of Revenue, the entire waste of the Village or the share of the individual Meerassidars in it (as the case may be) is always included as a matter of course; and in the documents granted by Collectors to purchasers in public sales, is always distinctly specified; nor is the sale of waste alone without precedent. Two notable instances of it, in the Sheally and Codavassel Talooks, to an extent of about 50 *valies* in each, are on record† in the case of the grant made to the late Sheristadar of the Zillah Court of Combaconum; and recent enquiries have made me acquainted with several instances of smaller purchases of waste alone from Meerassidars.

3. The particulars of the case which has suggested my reference to the Board are as follows:

The excavation of the South *Rajah Voykal* of the Lower *Annicut* provides for the irrigation of 300 and odd *valies* of *anadee*

* To Board 26th August 1841, Para. 6.

† Vide From Board of Revenue, 17th March 1823.

To	do.	10th April 1823.
From	do.	25th March 1824.
To	do.	2nd April 1824.
From	do.	28th July 1825.
To	do.	13th April 1826.
From	do.	7th January 1828.
To	do.	21st April 1828.
From	do.	16th June 1828.
To	do.	16th January 1832.
From	do.	20th February 1832.

turs in the Village of *Poodooputnum* in the Sheally Talook. The Meerassidars of the Village whose *Sheycal* lands are about 31 *valies* being unable to undertake the expense of clearing and cultivating this extensive tract, one Sambasiva Sastry, a Meerassidar of considerable property in that part of the Province, made a proposal to the Sub-Collector, in whose division the lands in question are situated, to cultivate them at the rate of 15 *valies* per annum on the following terms, viz. :—

1st and 2nd years rent free.
3rd year..... $\frac{1}{4}$ *Teerwah.*
4th..... $\frac{1}{2}$
5th..... $\frac{3}{4}$
6th..... Full *Teerwah*

and stipulating for the completion of the irrigation channels, the usual extent of backyards, &c. Whilst this proposal was under consideration, another neighbouring Meerassidar, named Chokalingapilly, proposed to undertake about 80 *valies* of these same lands, and certain lands similarly circumstanced in other adjacent Villages, amounting in the aggregate to about 300 *valies*, on the same terms, but agreeing to pay half *Teerwah* in the 1st year, and to undertake the whole at once. Sambasiva Sastry then asserted his claim to the rights of a Meerassidar, in support of which he produced documents executed to him by the original Meerassidars, and acknowledged by them, selling to him for Rs. 1,100 fifty-five *valies* of their waste, and a $\frac{3}{5}$d share in other 232 ;—another document was produced purporting to be executed to the Sastry by one Vencatachellapilly, transfering to him 50 *valies* in the same Village (previously purchased by Vencatachellapilly from the original Meerassidars) for 852 Rs. This document, and the previous transaction, are acknowledged respectively by Vencatachellapilly and the original Meerassidars.

[No. LXXVI.] *Proceedings of the Board of Revenue, dated 11th November* 1841, *on the foregoing correspondence with Tanjore.*

The practice stated in the foregoing letter to be in force in Tanjore in regard to the disposal of arable lands left uncultivated, by

which these are granted to any one who chooses to undertake their cultivation, under a guarantee of the enjoyment of the land and of the *Toondoowarum* so long as he shall desire it and continue to pay the *Circar* dues, seems all that is requisite in practice to protect the interests of Government, when these are threatened with injury from the apathy or indifference of the Meerassidars, in neglecting to provide for their cultivation.

2. Under this view of the case, it is not considered expedient to raise abstract questions of the extent of the Meerassidars' rights in regard to the Village waste. No opinion on these points would be binding upon any Court of Law in which the questions might be mooted by parties dissatisfied with the *dictum* of the Revenue authorities, and it seems quite unnecessary to raise the question with a view to its solution by the highest legal authorities, unless it could be shown that, under existing practice, the interests of Government are compromised or injured.

3. (Mr. Kindersley's first question) is whether in default of means or desire of Meerassidars to exercise their right of cultivating waste, their consent is necessary before the Government can grant the land for cultivation to a stranger. To this the Board can only reply, that it is the custom, generally, to give the option of occupation to the Meerassidars, and to the *Kadeem Ryot* where no *meerassee* exist, in preference to a stranger. It matters not what the law may be on this point; much of Revenue practice is founded on custom, and the practice is both, the Board believe, favorable to Government and in accordance with the feelings and sentiments of the people.

4. (The second question is) to the effect whether the offer of strangers can be accepted by Government if more favorable than that of the Meerassidars? To this the Board would answer, most unquestionably it cannot. The admission of such a practice would virtually set aside the prescribed remission of assessment on the redemption of waste existing in every province.

5. The Board cannot conceive a case in which the interests of Government can suffer materially by the continuance of the system

that now prevails. If the Meerassidars can by themselves, or through others, undertake the cultivation of all the reclaimable lands of their Village and pay the established dues of Government, no loss is sustained by the State. If they cannot do this, or if they neglect to do it, then the rule is to give the land as well as the *Toondawarum* thereon, to any stranger who chooses to undertake it. Thus the right of Government which is simply the right to claim the authorized assessment is abundantly protected.

6. The only possible profit or advantage that Government could derive in assuming the right to dispose of waste land for cultivation without reference to the Meerassidars or ancient cultivators, would consist in the sums they might derive, over and above the legitimate annual land tax, by selling to the best advantage the right of occupancy, as the *Ryots* now do in some instances. The assertion of such a right, even if it was upheld by Judicial decision, would lead it is believed to much discontent and dissatisfaction, and be powerless in the main, as a means of raising Revenue.

7. The views here propounded are in no way opposed to the instance brought forward as regards the Village of *Poodooputnum*. Sambasiva Sastry, by private arrangement and purchase from the Meerassidars, has acquired a title to the *meerassee* right in the land he proposes to bring under cultivation. If his offer to cultivate be in accordance with the established rules of the district, in reference to the redemption of waste, then it is unexceptionable. It would be contrary to practice and fair dealing to bring in the rivalry of an opponent to deprive him of the advantages he has obtained. Such a system would virtually amount to the plan of putting up the right to the occupation of waste to competition by public sale.

8. Of the extent of waste claimed by Sambasiva Sastry he must be permitted to cultivate to the extent of his means. For such portion as he cannot find cultivators, the *Circar* will be at liberty to do so on the terms usual throughout the District.

[No. LXXVII.] *Extract from a Despatch from the Court of Directors, dated 3rd July* 1844, *No.* 17.

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Para. 31. From the perusal of the Decree* of the Provincial Court, it appears to us that that Tribunal has declared the Law to be in accordance with what, in para. 55 of our despatch dated the 28th July (No. 8) 1841,† we desired might be generally adopted in practice in similar cases, viz. that when proposals were made by *Paracoody Ryots* for waste lands in Meerassee Villages, they should, in the first instance, be communicated to the Meerassidars, to whom, in the event of their being willing to cultivate, or to give security for the revenue assessable on the lands, the preference should be given.

32. In the case which has now been brought under discussion, this course was not adopted by the Collector, and it would appear that the question still remains undecided, whether Government possesses the right, in the event of the Meerassidars refusing to cultivate or to give security far the Revenue, to alienate waste lands in Meerassee Villages to *Paracoody* cultivators, either for a term, or in perpetuity. We trust however, that on all occasions, care will be taken that the just rights of the Meerassidars shall be respected.

[No. LXXVIII.] *Extract from the Minutes of Consultation, dated 1st March* 1849.

"The Right Honorable the Governor in Council has only to observe, in reference to the foregoing proceedings of the Board of Revenue,‡ that the principle which the Honorable the Court have laid down‖ for the guidance of this Government, in the disposal

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* Vide No. 72 of these Selections.

† Vide No. 70 of these Selections.

‡ 15*th February* 1849, *No.* 76 (379).

‖ No. 8 of 1841, p. 55¶
26 of 1842, p. 47
17 of 1844, p. 32

¶ *The first and third are given above, Nos.* 70 *and* 77, *and the second merely calls attention to the first.*

of waste lands, is, that the *Ryots* of the Village in which waste land is situated, should invariably have the option of holding it for cultivation on certain terms. If they refuse, the Collector is justified in giving such land to strangers. In the present instance, it would appear that, because the *Ryots* of the Village claim certain *Pudoogay* land as belonging to their Village, others are to be barred from bringing it into cultivation. It is desirable often to prevent the intrusion of strangers into a Village, but it is clearly in the power of Government to give waste land for cultivation to others, which the *Ryots* of the Village formally decline to undertake. If the land, the subject of Petitions Nos. 46, 1794, and 1831, of 1848, is *Circar* waste, (the Petitioners, it is observed, call it *surva manium* held on service tenure), the Governor in Council thinks the principle above explained should be adhered to."

[No. LXXIX.] *Appeal decree of the Civil Court at Chingleput, No.* 19 *of* 1849, *on O. S. No.* 15 *of* 1846, *on the file of the Principal Sudr Ameen.*

This suit was instituted by the Plaintiff Appellants,* to establish their right to the *Meerassee* of the Village of Seeyavarum, with its dependant hamlets of Sungrapoorum, Singapoorum and Varathapoorum, yielding annually, and valued at Rupees 3,160, as specified in the plaint. It was alleged in the plaint, that the Plaintiffs and their ancestors, who are *Pullees*, have been the *sole Meerassidars*; that the Pullees are entered in Barnard's *Tharapady* of 1773, as being the Meerassidars; and that the Defendants, Brahmins, are mere Payakaries who held lands under them in Seeyavarum; that a dispute having arisen between them and the Defendants and others, regarding the *Thoondoovaram*, *Cooppathum* and *Coodeevarum* of the hamlets of Sungrapoorum and Singapoorum, the question was finally decided in their favor, by the decrees in suit No. 4162 of 1811 of the late Zillah Court and

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* 19 of the Naikon tribe; the Respondent Defendants being 23 Brahman Ayangars.

in appeal suit No. 48 of the Provincial Court and also by the decrees* in appeal suits Nos. 49, 107, 110 and 114 of 1832 of the late Zillah Court, inasmuch as the said decrees declared the 4 Villages to be *Manavadoo* and not *Agraharum*; that notwithstanding this, the Defendants having again disputed, and the *Coopathum*, &c. being deposited with the Shrotriumdar, the Defendants attempted to get possession of the same through the Collector; that the 1st and 2nd Plaintiff then applied to the Sudder Adawlut for an order to the Collector to put them in possession of the *Cawnie manium* and *Cooppathum*, in virtue of the said decrees, and that the Court of Sudder Adawlut by diary order under date 2nd May 1842 admitting the said decrees, directed them, the Plaintiffs, to obtain a decree by laying a regular action directly for the *Meerassee* of the 4 Villages. The Plaintiffs further stated that being already in possession of the lands Sungrapoorum and Singapoorum, they sue now for the lands of Seeyavarum and Varathapoorum, and for the *manium* and *Cooppathum* of the 4 Villages.

In their answer, the Defendants 1 to 25, 27, 29, 31, 32, 33, 35, 40 and 41, denied the truth of the plaint, and stated that the Iyengars, or *Brahmins are sole Meerassidars* of Seeyavarum and its hamlets; that it is notorious that Seeyavarum is an *Agraharum*, and that there are numerous documents to prove that they, the Defendants, are the Meerassidars, and that the Plaintiffs and others, *Vaniers*,† residing in the dependent hamlet of Singapoorum, are merely their *batta* servants; and that whatever decisions in their favor may have been obtained by the Plaintiffs in any of the suits wherein they and certain of the Iyengars were parties, yet it would appear from the order of the Court of Sudder Adawlut that they referred the Pullies to a regular action, if they saw fit to institute one, for the *Meerassee* of Sungrapoorum and Singapoorum, and not for that of Seeyavarum and Varathapoorum not before claimed, and that the said order, in fact, upset the previous decrees. The other Defendants did not appear to defend the suit. The Principal Sudder Ameen observed in his decree

* These have been examined and contain nothing to the purpose of these Selections.

† Oilmongers.

that the exhibit No. 61, extract from Barnard's *Thorapady* dated in 1773, showed that Seeyavarum consisted of 4 *Nattums*, or inhabited places; that the original Meerassidars, Tuluva Vellalers, had no residences there, but Pullis, Weavers and Curnums were residents; and that there were no Brahmins there, sharers; but that there was no proof whatever that the Plaintiffs were the descendants of the Pullis then in possession, who might have become extinct and been succeeded by Brahmins, in the same manner as *they* succeeded to the Vellalers; that if the Plaintiffs were the hereditary Meerassidars they would have inhabited the principal Village, Seeyavarum, and possessed the *Cawnie manium* and *Cooppathum*, which it is proved by the decree in suit No. 4162 of 1811, they never have done; that by the Petition, No. 73, filed by the 1st and 2nd Plaintiffs in the Zillah Court in 1840, they acknowledged Tatienkar and others to be the Meerassidars of Seeyavarum, and it is notorious that the *Meerassee* right of dependent hamlets always follows that of the principal Village; and that whereas the appeal decrees passed in 1832 by Mr. Horsley, (Exhibits Nos. 51, 52, 53, and 54) were founded on a misconstruction of an expression in the decree in suit No. 4162 of 1811, that error was fully explained in extract from the proceedings of the Sudder Adawlut, No. 74, which cancelled such parts of the said decrees as declared the Plaintiffs to be Meerassidars of Sungrapoorum and Singapoorum, pointing out that the *Meerassee* right had not been the ground of action in those suits. The Principal Sudder Ameen further observed that the Plaintiffs were not justified at all in suing for Seeyavarum and Varathapoorum never previously claimed, and that they altogether failed to establish any *Meerassee* right to the hamlets of Sungrapoorum and Singapoorum, and he therefore dismissed the suit with costs. The Appellants being dissatisfied have appealed, but the appeal petition is a mere reiteration of previous assertions, requiring no particular notice. They presented with it an attested copy of a deposition given by one Rungapillay as tending to prove that they are the descendants of the original Pullis mentioned in Barnard's *Tharapady*, but as the said deposition is merely one of those taken in suit No. 4162 of 1811 and is of no avail, it was not considered necessary to require them to file it.

Respondents filed answer, which also requires no particular notice, except in one point. They represented that they find by the Principal Sudder Ameen's decree, that he has been misled by the Plaintiffs who obtained and filed a garbled extract No. 61 of Barnard's Tarapady, and they therefore submit a full authenticated extract of the same, to show that the Brahmins were in 1773 the resident Meerassidars. The document was ordered to be filed and is numbered 94. It appears from it that in 1773 Seeyavarum consisted of 4 *Nuttums* with 134 houses, that the *Kaniatchikars* or Meerassidars were,

Tuluva Vellalers, 1 share, no residences,

And Pullis 4 houses, possessing one share, apparently meaning that of the absent Vellalers ;

And Brahmins, 22 houses and 7 shares,

The other houses being those of the Curnums, Weavers and Payakarics.

It is most extraordinary that the Appellants should have attempted to impose upon the Court by a fraud of such an absurd and silly nature which must inevitably have been discovered sooner or later, and which could not serve their purpose even for a time. It is manifest that the Brahmins, the Respondents, are the Meerassidars, and that the Appellants, Pullis, have been from time immemorial, Payakaries inhabiting and cultivating the dependent hamlets of Sungrapoorum and Singapoorum without any pretensions till lately to be Meerassidars, their claim having only been originally to prescriptive exemption from the payment of *Thoondoovarum* to the Meerassidars. This is apparent from the decree of the Judge, Mr. Coleman, in suit No. 4162 of 1811. In that suit certain of the Pullis, sued the renters of the Village, including some of the Brahmin Meerassidars, for their *Coodevarum* or *Ryots'* share, alleging that the renters had carried off the whole crop. Decree was passed in their favor, and in calculating the amount of the *Ryots'* share, Mr. Coleman stated that it was proved, that, although the Brahmins had from time immemorial enjoyed the *manium* and *Cooppathum* of Seeyavarum, yet they had not received *Thoondoovarum* from the Pully cultivators of the dependent hamlets Sungrapoorum

and Singapoorum, which were *Munneyvaydoo* or inhabited by Soodras. Mr. Coleman seems to have made this allusion, merely as a reason for not making any deduction from the Pullis' *Coodevarum* on account of *Thoondoovarum*, as due to the then acknowledged Meerassidars. Subsequently in 1832 certain of the Brahmins having sued, claiming to recover *Thoondoovarum* from the Pullis, Mr. Horsley, the then Judge, dismissed the suits and disallowed the claim, founding his decesion on the previous decrees of Mr. Coleman; but misled by the casual use of the term *Munnavadoo* in the latter's decree, he declared that the Pullis were not liable to pay *Thoondoovarum*, inasmuch as they themselves had been declared in Mr. Coleman's decree, to be the Meerassidars of Sungrapoorum and Singapoorum; whereas, in fact Mr. Coleman exempted them from such payment, only on the scare of prescriptive right to such exemption, which has *nothing whatever to do with the Meerassee right.* In some Villages the Payakaries pay *Thoondoovarum*, and in others not, according to custom, dependent very much on whether the amount of Government assessment admits of any further tax on the Payakaries cultivators or not, but *the possession of the manium and Cooppathum is the special right of the Meerassidars.* The term *Manavadoo* when applied to a whole Village, appears to be generally used as signifying that it is the *Meerassee* of Soodras; but when casually used in reference to a dependent hamlet, as it was by Mr. Coleman, it must be obvious that nothing more was meant than to say that such hamlet was *inhabited* by Soodras, although dependent on and part of an Agraharum; for it is notorious and beyond doubt that dependent hamlets always follow the main Village of which they form a part, and that a person who holds a share of a Village is entitled to share in every part of it. The Appellants, it is evident, felt the difficulty of this point, and consequently when referred by the Sudder Adawlut to a regular action for the *Meerassee* right claimed by them, they found themselves forced if they made any claim, to sue at once for the four Villages, although they had never previously made the slightest pretension of any claim to Seeyavarum or Vurthapoorum. In fact also it appears from the exhibit No. 56, filed by the Plaintiffs that there is no *Manium* at all attached

to Sungrapoorum and Singapoorum, so that if they made any claim to a portion of the *Manium*, which if claiming *Meerassee* right they were bound to do, they were forced also to make claim to the Principal Village to which it is attached. It is manifest to the Court, that the Appellants have not a shadow of a claim to any *Meerassee* right in the Villages referred to, and that this frivolous and groundless litigation has arisen solely from certain loose expressions in the decrees of the late Judge, Mr. Horsley, founded on a misconstruction of Mr. Coleman's decree, and which remarks were casual and not called for, inasmuch as the right to the *Thoondoovarum* was the ground of action in those suits, and not *Meerassee* right at all. For these reasons it is resolved to confirm the decision of the Principal Sudder Ameen, and to dismiss this appeal with all Costs.*

[No. LXXX.] *Decree in Appeal Suit No.* 100 *of* 1849 *in the Civil Court of Chingleput, on O. S. No.* 223 *of* 1848 *on the file of the Mufti Sudder Ameen.*

This suit was instituted by the Plaintiff to recover from the Defendants the sum of Rupees 20-1-6, arrears of *Swatuntrums*, alleged to be due by them for 7 years from Fusly 1250 to 1257, for certain lands cultivated by them in the Village of Vellyoor, of the whole *Meerassee* of which he, Plaintiff, holds ¼ share. The Plaintiff stated that, according to the "*Swatuntra Dittum*" of the Village, the Meerassidars are entitled to receive from the Payakaree Ryots *Cawnie-shoomay moram* (*Mírai?*) and *Coopatum*, at the rate of 3 *Mercals* and 4 *Measures* per ten *Kullums*; that the Defendants in Fusly 1250, obtained a *cowle from the Collector* for the lands now held by them, which had been immemorial waste *(Anadi Bunjer)*; and that they had since then not paid to him his ¼ share of the *Swatuntrums* according to the *Dittum*, which he therefore now claims.

The Defendants in their answer *denied the right* of the Plaintiff or the other Meerassidars to levy any such exactions from them.

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* An appeal petition was presented to the Sudder Court, but the Court declined to hear an appeal, 26th Sept. 1850.

They stated that certain lands had been left waste from time immemorial by the Meerassidars, who declined taking them up. Proclamation was issued by the *Circar* inviting other parties to do so, and offering *cowles* to those who would clear the jungle, and bring the lands into cultivation; that they accordingly made an offer and obtained a *cowle* for their lands, which they have since improved at considerable expense; that they never executed any agreement to pay *Swatuntrums*, and that there is no stipulation to that effect in their *cowle*. The acting Mooftee Sudder Ameen dismissed the Plaintiffs' claim with costs, on the ground that the land in question was common ground and immemorial waste, not forming part of the Plaintiffs' share; that the Defendants held it not from the Meerassidars, but *from the Circar*, in the *cowle* granted by whom, there was no stipulation binding the holders to pay *Swatuntrums* to the Meerassidars, which moreover, it was *not customary to do in such cases*.

The appellant being dissatisfied has appealed (to the Civil Court) urging generally the right of the Meerassidars as extending equally over *all* the lands of a Village; in support of which view, he submits two documents which have been filed and numbered as follows.

No. 52. *Takeed* issued by the Collector to the Zemindar of Paundoor, dated 14th August 1849.

No. 53. Extract of a *cowle Hookoomnamah* issued by the Collector, dated 19th September 1849.

The Respondents filed answer.

The Civil Judge having attentively considered the whole record of this case, proceeds to pass his decision. The point at issue in this suit, is, *whether Meerassidars have the right or not to levy Swatuntrums from Payakaries, who do not hold from them*, but who have at their own expense, brought *immemorial waste* into cultivation under *cowle* granted by the *Circar*? This point has been frequently decided in the negative,* and to the justice and correctness of such previous decision, the present Judge fully assents. Meerassidars have prescriptive rights, but limited by those of the

* It would have been better had the Civil Judge quoted the cases. —W. H. B.

Government, and they have also duties. It is their duty to arrange for the lands of the Village being fully cultivated ; when they do so, they can claim the customary *Swatuntrums*, but, when they fail in doing so, and the *Circar* exercises its right of granting *cowles*, they can have no right to claim any perquisites from lands, which have been rendered fruitful by the labor and at the expense of others, without their intervention. There is much objection to the system of *Swatuntrums*, because however small the amount of them may be, it gives such an opening for abuse, and it would tend very much to check the cultivation of waste lands if extended to them. This is however, a matter of policy for the consideration of Government, which can make such concession of its own right as it thinks proper, and with which the Courts have nothing to do. It would appear from para. 8 of Document No. 53 now filed, that in future the Government do intend to insert in *cowles* granted by them some stipulation in regard to *Swatuntrums*, and if so, parties accepting *cowles* will be bound by such stipulations whatever they may be ; and whatever agreements may be made, will of course be enforced by the Courts according to their letter. The Document No. 52 contains nothing relevant to the point at issue. In the present case, the Defendants have not bound themselves by any agreement or stipulation to pay *Swatuntrums*, and, as above shown, the Meerassidars have no legal or prescriptive right to levy such exactions from Cowledars. It is therefore resolved to confirm the decision of the Mooftee Sudder Ameen, and to dismiss this appeal with all costs.

[No. LXXXI.] 29*th January* 1849. *Decree of the Sudr Court in Special Appeal Suit, No.* 108 *of* 1844.

1. The original suit was instituted before the District Moonsif of Combaconum, by the Plaintiff, the Meerassidar of the soil, to recover from Defendants a piece of *Somadayem* ground, valued at one Rupee, together with Rupees 10-8-0 arrears of rent, and to compel them to remove a house which they had built on the land.

2. The Plaintiff stated that about 15 years ago, he let out the land which is within his *Meerassee*, to the Defendants, at 1½ Rupee per annum, who built a house on it and that they paid the

rent regularly to 1834. Having however, since failed to do so, he sought to recover the balance due, and to eject them from the land.

3. The Defendants answered that the ground is *Casawergum* upon which, many years ago, they built a house and lived in it, paying the usual annual tax to Government, and that the Plaintiff has nothing to say to the land.

4. The District Moonsif tried the suit and decided it in favor of the Plaintiff, and, in Appeal, the Acting Judge confirmed the award.

5. The Defendants, being dissatisfied with this decision, petitioned the Sudder Udalut for the admission of a Special Appeal, and the Court granted their request in order that the question might be considered, "whether the Plaintiff has a right to deprive "the Defendants of the ground and force them to carry away the "house they have built on it and long enjoyed."

6. It is clear that the land in dispute is within the Meerassy of the Plaintiff, and, therefore in disposing of the questions at issue, it will be necessary to consider the privileges of Meerassidars, the customs of the province, and the grounds on which the Defendants claim to continue the occupation of the ground.

7. The Meerassidars are the acknowledged hereditary proprietors of the soil.—Those in Tanjore and other districts in which *Meerassy* right is recognized allow their *Paracudis* or undertenants and others to erect houses on their *Meerassy* lands, but their doing so, neither destroys the Meerassidars right to the lands, nor does it transfer the right to the Paracudis. So long as the Paracudis cultivate the Meerassidars' lands, they are entered in the accounts as *Paracudis*, but on ceasing to do so, they are called *Casawurgums*, which the Appellants admit that *they* are. This change of denomination however does not in any way affect the relative position of the parties, and the assertion of the Appellants that as *Casawurgums* they are independent of the Meerassidar, is not correct. On the contrary, the custom of the province is, that if a Paracudy ceases to cultivate and becomes a Casawurgum, the Meerassidar requires him to pay rent for a portion of his back yard which he would not do if he remained a Pa-

racudy. His privileges as a *Casawurgum*, therefore, are, in this respect, as well as in others, to which it is not necessary now to advert, less than they are, had he remained a *Paracudy*.

8. Whether, therefore, the Appellants held possession of the land and built a house thereon as *Paracudis* or *Casawurgums*, they could only have done so by the permission of the Meerassidar, who clearly has the right of ejection.

9. The argument of the Appellants that their right to the land is proved by their paying tax for the house built on the land, falls to the ground, inasmuch as all houses in the Tanjore District, with the exception of those occupied by Pullers or slaves of the soil, pay tax under the special provisions of Regulation I. of 1816.

10. The Court of Sudder Udalut therefore dismiss the Appeal with costs.

NOTE.—The derivation of the word Casawurgum, கசகாவர்கம் in the translation, is unknown.

At present little distinction is made between Casawurgum and Purakudi ryots.

The Sudr Court now seem to consider both as "tenants at will."

W. H. B.

If the epithet were made use of in *Canara* to any one acquainted with the system of that province, the word would certainly convey the idea that the person to whom it was applied, held the land he might occupy whether house site, or arable land, on *his own private account* under the Cirkar and *not as the subtenant of another landholder*.

Wurgum or *Wurg* though from the permanence of tenure in Canara it has there come to mean *an Estate*, signifies primarily *an account*, and hence *the land included in a landholder's account* as it stands in the village registers and in the Government revenue accounts.

Khasawurgum would then mean *private account*, and certainly if used in contradistinction to *Parakudi* as distinguishing the respective rights of individuals would to any one who had been in Canara convey the idea above mentioned.

It is perhaps not impossible that the use of the word in Tanjore indicates the former existence of separate rights which in the course of time have been absorbed by the Mirasidars.—W. H.

[No. LXXXII.] *Answer put in by the Sub Collector of Madura in O. S. No. 9 of 1850 on the file of the Subordinate Court of Madura.**

1. This suit has been brought to recover possession of $23\frac{61}{16}$ *Kulis* of *Nunjai* land, of which the Plaintiffs allege they were deprived by an order passed on 3rd July 1846, by the late Principal Collector, Mr. Blackburne, while in charge of the Sub-Division, together with Rupees 523-3-1, the produce of the same land for 5 years.

2. The Plaintiffs claim this land as the hereditary *Kurai* land of an *Agrahara Vadekai* Village bestowed on their ancestors by a Hindoo prince of the name of Rāganumhah.

3. The supplemental Defendant trusts the Plaintiffs will be called on to establish the fact of this gift; at present it is assumed without the least tittle of proof and is evidently fabulous, or at best rests on vague traditionary report, unsusceptible alike of being proved or refuted; the proof of this gift is the more necessary, inasmuch as the Plaintiffs allege it was conditional, the condition being that they cultivated their lands and paid their *kists*. If the Plaintiffs have failed in the performance of the condition on which the lands were bestowed, what forfeiture follows? that of their lands? It is to be assumed so, if the Hindoo Law at all bears on the case, as will be seen hereafter.

4. Nor is their statement that it is an *Agrahara Vadakai* Village, much more satisfactory.

5. Reporting on the southern Pollams† including Shevagungah and Ramnad in December 1800, the Right Honorable S. R. Lushington explains that the tenure of *Agrahara Vadakai* "takes its name from the Bramins, not only from their being "inhabitants of the superior caste, but from the Village being "originally bestowed on them, and because they possess the chief "authority among the inhabitants;" and after detailing the probable origin of this tenure, he says, "the right of property in "the proportion of those shares is ascertained in the Village

* Enclosure in a letter from Collector of Madura to the Board of Revenue, dated 16th February 1852. In Consultation 4th March 1852.

† See No. XIII. of these Selections, para. 93.

" *Kosham*, which is an accurate register of the property, in the " same manner as the *Jyaram* account of its land. The right of " *Carai* rarely conveys a right to any proprietor to any specific " spot of land in perpetuity, and wherever this practice prevails, it " seems a departure from the original institution ; the property of " the whole Village is common to the whole number of proprietors. " Every transaction of Revenue, every matter of loss and gain, is " common to them all, to the extent of their respective shares ; " and as they are all jointly and separately responsible for the " Revenue of the Village, according to the strict construction of " their tenures, so they are all alike equally entitled to any emolu- " ment or advantage which may arise therefrom. So tenacious " indeed are they of this established right of every Village benefit " being in common, that a sort of lottery takes place at stated " times to make a new distribution of Village lands, by which " they change owners for a certain period until the lottery is " renewed. By these means they generally continue to pass " from one Proprietor to another, so as to exclude effectually " indeed, the right of any particular spot, but to establish the " right of the general body to the whole Village in common."

6. The state of things herein described is not to be traced or recognized in Ahtoor.

7. No deed of gift has ever been or can be produced. Its existence has always been denied. The earliest detailed accounts on the Collector's records show that the wet lands alone of the Village were ever divided into shares, and that the *Poonjah* lands are not included in their shares. This fact must be construed either to falsify the statement of the Plaintiffs as to the deed of gift, for they say that the *Poonjah* lands were included in the gift ; or if true, it proves most incontestibly that before the Village of Ahtoor was under the management of the Company, the conditions of the alleged gift were materially altered if not entirely nullified ; the accounts further show that the Village was divided into five shares. In Fusly 1207, the Bramins held 352½ out of 452½ *cheys* of land, the rest being divided as follows ; 70 *cheys* among three Sudra shareholders, and 30 *cheys* were held by one Mahomedan shareholder. In 1208 Fusly the *cheys* in possession

of the Brahmins had increased to 355-4, and those in possession of the Sudras to 73-8, while those in possession of the Mahomedans were 30-8.

8. It is further to be observed that not only have the *Poonjah* lands of Ahtoor never been included in the accounts as forming a part of the *Karai* lands, but also the *Nunjah* lands converted from *Poonjah* and the *Nunjah* resumed *Cavil* lands, as well as certain other *Nunjah* land measuring $133\frac{7}{16}$ *Kulis* in possession of Sudras, have also been kept distinct from the *Karais*.

9. After the survey was completed, and before the Villages were rented out by Mr. Hurdis to the Zemindar of Cunnevady, it appears that in 1213 the Bramins share of *Nunjah* had dwindled down to *Cheys* $213\frac{8}{16}$ containing $878\frac{13}{16}$ *Kulis*, while that of the Sudras had increased to *Cheys* 72-14 containing $292\frac{11}{16}$ *Kulis;* the share of the Mahomedans had also decreased to *cheys* 28-4 containing $114\frac{6}{16}$ *Kulis*.

10. There is no proof that the *karais* were held in common, and that they periodically underwent any new distribution.

11. Nor are there any boundary-marks or stones generally found in *Pundaravadakai* Villages.

12. Nor is there any village *Kosham* or register, nor any *Jyaram* accounts of its lands, nor any ancient deeds of transfer.

13. Nor in fact any of the distinctive marks which constitute an *Agrahara Vadakai* Village.

14. It is clear therefore that the village at the time of the assumption of Dindigul was not, so far as our records allow us to trace it, an exclusively Bramin Village or an *Agrahara Vadakai* Village.

15. Having submitted these preliminary remarks, and assuming for the sake of argument that the Plaintiffs are able to satisfy the Court that their lands are *Meerassy* lands, the supplemental Defendant would ask, 1st, are there any rights appertaining to the *Meerassy* tenure which allow Meerassidars to retain *Meerassy* land, which they will neither cultivate themselves nor provide for its being cultivated, but which they can compel even the State itself to abandon the cultivation of; or, in other words, is it prohibited to

the officers of Government to provide for the cultivation of the lands which Meerassidars neglect or contumaciously refuse to cultivate.

16. This is a point of the utmost importance. It applies not only to the property under litigation, but to a large portion of the valuable wet lands in this District. The Sub Collector believes that the records of the Zillah Court contain no instances in which the right of the Government to alienate *Meerassy* waste when the parties refuse to cultivate it, has ever been impeached. It is known that decisions have been passed admitting the principle between subject and subject, but this by no means decides that such a rule prevails between the subject and the Government, which depends on the prerogative attaching to the Government as paramount lord of the soil, and not upon the tenure or the *status* of any particular individual.

17. The point at issue then is the right of the Plaintiffs, as Meerassidars, to retain possession of lands which they not only refuse to cultivate themselves, but for which they will neither provide tenants nor allow of tenants being provided by Government.

18. Is there any enactment, common law, practice, or tenure, which allows of so anomalous, and to a country where the revenue is almost entirely derived from the land, so destructive a right as that contended for by the Plaintiffs?

19. The Law Books of the Hindoos show that the Sovereign claims to be proprietor of the soil, and that he founds his claim on the right of conquest.

20. "By conquest, the earth became the property of the holy "Parasaram, by Gift the property of the sage Casyapen, and was "committed by him to Chatreyar (the Military caste) for the sake "of protection, because of their protective property, successively "held by powerful conquerors and not by subjects cultivating the "soil. But annual property is acquired by subjects *on payment* "of *annual revenue*, and the King cannot "lawfully give, sell or dispose of the land "to another for that year. But if the "agreement be in this form, "you shall enjoy it for years," for so "many years as the property is granted, during so many years the

See Colebrooke's Digest of Hindoo Law Vol. 1, Page 460.

" King should never give, sell or dispose of it to another; yet if " the subject pay not the revenue, the grant being conditional, is " annulled by the breach of the condition. But if no special " agreement be made, and another person desirous of obtaining " the land, stipulate a greater revenue, it may be granted to him " on his application."

21. Here we see it clearly laid down in the Hindoo Law that every ordinary grant of land was saddled with a condition, the breach of which annulled the grant, and left the sovereign the proprietor of the soil, at liberty to confer the land on others.

22. Again, the property of the sovereign in the soil is adverted to in commencing the title, " Partition of patrimony," where Jagganatha Tercapanechanana enters into a disquisition on the nature of property in general, and the investiture of it by heritage in the relations of the deceased owner, (see from page 502 to 520, Volume 2 of Colebrooke's Digest.) He ends with the following example and conclusion. " When a principality is sold, the Prince " has property entitling him to receive revenue; but the property " of the occupant entitling him to enjoy the produce of the land, " subsists in full force. When the produce is sold by the occu- " pant, the purchaser acquires a right to enjoy it, but the King re- " tains his title to receive revenue. Hence he who cultivates land " for which he pays revenue to the King, and who enjoys the pro- " duce obtained from that land, is acknowledged to possess pro- " perty as cultivator of the soil. If he sell the land, the purchaser " acquires similar property, in right of which he enjoys the produce " after paying revenue to the King."

23. The justice and expediency of such a law is self evident. All Village privileges may be traced to expediency and the mutual accommodation of the Government and the Ryots, and may have originated, as suggested by Sir Thomas Munro,* in the great number of tanks and water-courses constructed at the public expense; for he argues.—" As the Cirkar could be reimbursed for the ex- " penditure upon those works, only by the regular cultivation of " the lands for which he had provided water, he might have " thought it advisable to grant the occupants certain privileges to

* See No. 61 of these Selections.

" enable them to keep up the cultivation as high as possible. A " moderate rent and a hereditary right in the soil were two of the " most obvious means of effecting this object."

24. If the Government protects the Meerassidar, the Meerassidar must fulfil the obligation for which such protection is given. Unless the Government exacts the fulfilment of these obligations, it cannot collect its revenue, maintain its armies, and continue to protect the Meerassidars; and therefore when the Meerassidars fail to perform the service and pay the revenue for which those rights were originally granted and have been since continued, the compact between the Meerassidars and Government is broken, and the Government must look to some other person for the discharge of these obligations so necessary to its own existence.

25. If this reasoning is correct, it is clear Meerassy can convey no right to persist in keeping waste such lands as can be cultivated and for the cultivation of which the Government are prepared to provide in default of the Meerassidars.

26. And that this is no new and isolated position taken up by the Supplemental Defendant, he is prepared to show by extracts from the reports of all the Collectors first appointed to the Districts in the South of India, such as Mr. Place, Mr. Ellis, Mr. Hodgson, Mr. Wallace, Mr. Harris, Mr. Lushington, Mr. Campbell, Mr. Thackeray and Sir Thomas Munro, and who were called on by Government to direct their particular attention to the different land tenures in existence, and the rights and claims which existed under them.

27. To introduce these extracts into his answer would be, the Supplemental Defendant fears, to extend it to an inconvenient and improper length, but the facts elicited by what Mr. Mill has termed "that late perfect investigation" show that by custom the possession of the Ryot became a permanent possession, whence he could not be removed except when he failed to pay his assessment or rent.

28. It has indeed been stated by Mr. Ellis,* that "Meerassy " right is not forfeited by the discontinuance of cultivation for a

* See No. 38 of these Selections.

" single year or a longer period during the life of the Meerassidar, " his son or his grand son. It would become forfeitable, that is, " the claimant could not regain it if it had passed into the pos- " session of another, by the Hindoo Law after the third genera- " tion or after the lapse of the period of memory determined to be " one hundred years. If however by the word forfeited, it be in- " tended to ask whether by omitting to cultivate, the Meerassidar " render his lands liable to confiscation by Government, it may be " answered that by the implied compact under which these lands " and the various Meerassy privileges are held, he is bound to cul- " tivate his full proportion of the *Varapet* lands according to the " share he holds in the village, and the wilful neglect or refusal to " do so is a breach of this contract, necessarily entitling the State " to provide for the maintenance of its revenues by other means; " but I do not think that either in strict right or according to the " general practice of the country, the permanent forfeiture of " Meerassy would ensue from discontinuing merely the cultivation " either for one or any determinate number of years. If a Mee- " rassidar be so reduced in circumstances as not to be able to bring " under cultivation his share of the *Varapet*, or, if he should have " abandoned agriculture for other pursuits, it is incumbent on him " to provide for its culture by granting to Payacaries such terms " as will induce them to bestow on it the advantages of their stock " and labour. If he do not do this, the State has then a right to " employ Payacaries either for the current year or for a fixed, not " an indefinite number of years."

29. In this same answer however, Mr. Ellis, though so strenuous a supporter of the rights and claims of Meerassidars, observes that when the settlement was made in Madras in 1802-3, " there " were in some of the Madras Villages spots of waste lands for " which they refused to take certificates, which have been since " considered the property of Government," but this is a case he " adds 'in which the Meerassidar, on the option offered of taking " the *Varapet* lands on a fixed money payment or not, preferred " resigning them, retaining all his other privileges, and he cannot " therefore be said to have forfeited them from neglecting to cul- " tivate.' "

30. Mr. Ellis' opinion in regard to the right of a Meerassidar to reclaim his lands within the fourth generation, is opposed to that of his Sheristadar, of whom Mr. Ellis writes that "when "their replies differ as to facts, the superior authority must be "allowed to the Native, who having served for thirty years in "various situations in the Revenue and Judicial Departments, "both in the North and South Provinces under this Presidency, "has had greater opportunity of making himself acquainted with "the subject on which he writes, than usually falls to the lot of "either Europeans or Natives."

31. This Native Officer states that

32. "The *meerassy* right is not forfeited to the Cirkar from "the circumstances of the Meerassidar having failed to cultivate "for a year, but in case the inhabitant absents himself from his "*meerassy* lands for a long period, neither cultivates nor rents "them, and in other respects, acts with determined opposition to "the interests of the State, it has become customary for the Cir-"kar to select a person to enjoy the Meerassy and to confirm him "in possession by *cowle*. Frequent instances of this took place "during Mr. Place's time in Chingleput, and in Tanjore the "Rajah has transferred by *Sasanum*, Villages to others not Mee-"rassidars."

33. In regard to Mr. Ellis's opinion it may further be urged that if a Meerassidar fails to cultivate his land, the Government must provide for its cultivation in order to get a rent for it; but if the grandsons of the Meerassidars who have neglected it, could obtain it after 99 years and oust the Ryot who had been put in possession by the Government and who had cultivated and paid the rent of it so long, confidence would be shaken and the interests of agriculture would suffer. And though this measure may seem harsh and is hardly ever resorted to, it is still necessary as a last resource, in case of contumacy. In most cases, no new Ryot would be found willing to take the deserted land for one year only, and the public revenue would therefore suffer from the contumacy of the Meerassidars, especially Bramin Meerassidars, of whom it has been observed by the Board of Revenue "that it "is difficult to get them to come to any reasonable terms."

34. It must not be omitted to be observed further that, under the Regulations, whatever land the Meerassidar may decline or be unable to cultivate, the Zemindar may grant the occupation of that land to another.

35. It is admitted that Section X. Regulation XXX. of 1802 has been, by Regulation V. of 1822, modified; but this latter Regulation does not deprive the Zemindar of the power granted him by the former enactment, but was framed to introduce checks to his illegal and improper use of it.

36. Now, it has been laid down by the Sudr Udalut, in their Decree in A. S. No. 10 of 1814, that "by the Act of Permanent "Settlement, the Government transferred to Zemindars the pro-"prietary right exercised by itself; it could not do more without "infringing the rights of others."

37. In granting therefore to Zemindars the power to oust refractory Ryots from their lands, it is implied that such right was inherent in the Government; and if it is lawful for a subject deriving its right from Government to exercise any such power, *a fortiori* is it not lawful for the Government to exercise it?

38. Without entering into an elaborate disquisition as to whether the Mahomedans suffered the Hindoos to rule themselves by their own laws, or introduced their Mahomedan law, and if the latter, how far the *Meerassy* rights were affected by it, as the Plaintiffs claim to found their rights on a transaction previous to the date of the Mahomedan invasion, it may be well to remember that Dindigul was for many years under the sway of an intolerant nation, who looked on and treated the Hindoos with much severity, and who it is known never acknowledged the rights of Meerassidars to the extent claimed by them.

39. It is known that under the Mahomedan law, if the land were settled on the inhabitants of conquered countries, they were regarded as the permanent tenants of the soil, but only on this one condition, that they paid the *Khuray*, and so long as they paid this tax, they could not be legally disseized of it without consent.

40. However much self-interest therefore might prompt the Mahomedan conquerors to pay respect to the claims of land-

holders to remain in possession of their lands so long as they punctually paid their *kists*, is it reasonable to suppose from what is known of their character, that they would recognize any such preposterous pretensions as those set up by the Plaintiffs, so much at variance with their own law, of which they were zealous maintainers, with their interests, and with the dictates of common prudence, if not of common sense.

41. And this view is supported not only by history, for we find Mr. A. D. Campbell on his remarks on the *Meerassy* tenures in the Tamil country, writing thus, " that most of the Meerassi- " dars in that part of the country were thus reduced to a situation " which, except in name, differed little from that of Oolcoody Paya- " caries or permanent farmers; and the Mussulman Govern- " ment by absorbing the whole of the land-lord's rent, became not " only the Sovereigns but the land-lords of the country, enforcing " in practice their favorite maxim, that the State is the exclusive " proprietor of the soil."

42. The accounts and records of the District do not show that the privileges claimed by the Plaintiffs were ever admitted or recognized, as far as Dindigul is concerned, nor in fact that they were ever asserted.

43. In the early reports we find it stated in the year 1805 by Mr. Hurdis, that on the first assumption of the country, the revenue was collected according to an ancient custom, which may be explained under the following heads :

" 1st. The *Puttookaut* Ryots were those who having an heredi- " tary interest in the village were considered the owners of the " land and responsible for the payment of the revenue. They " paid the highest land tax under the denomination of *Cuttoogoot-* " *taga* or fixed rent, without reference to the extent of cultivation. " 2nd and 3rd *Vellavursay* and *Yernaddies* who were non-resi- " dents and not hereditary ryots. 4th. *Pooragoodies* or newly " established Ryots. If by death or emigration any of the *Put-* " *toocut* lands should fall to their occupancy they paid the *teerwai* " of the *Puttookuts*."

44. Thus in fact, they became Meerassidars by occupancy, and this is the only right belonging to Meerassidars known or ac-

knowledged in the Dindigul District, viz., permanence of occupancy so long as the occupant pays the Government kists.

45. The Hookumnamahs of the District issued at different times and more particularly that issued by the late Principal Collector, Mr. Blackburne, dated 4th July 1843, and which was based on the orders of the Court of Directors of the 28th July 1841, and Board of Revenue 31st January 1842, distinctly assert the right of Government to the revenue to be derived from the conversion of waste land into arable, and when Meerassidars fail to cultivate or give security for the revenue, to alienate the waste lands to Pooracoodies. In doing this the Court of Directors and the Government and the Board of Revenue require that the rights of the Meerassidars should be respected, and that all *Durkhasts* for waste should invariably be communicated to the Meerassidars in the first instance.

46. If the Supplemental Defendant has succeeded in showing that the right in the land termed *Meerassy* renders it incumbent on the Meerassidar to provide for the regular cultivation of his land under occupation, and that on his failure to do so, not only the security of the public revenue but every known law and tenure justifies the Government in making over those lands to others, who will fulfil the conditions under which the occupancy was conferred and confirmed;

47. He is in a position to proceed to show in the 2nd place that in making over the lands of the Plaintiffs to others, the Sub Collector was only acting in conformity with this known and just principle, and that, in so acting he exercised towards the Plaintiffs every consideration that he was bound to exercise.

48. In accordance with the terms of the orders above quoted, Mr. Blackburne on 4th July 1843 issued a proclamation, and the Defendants, Mahomedans of Siddiencottai, a Hamlet of Ahtoor, under date the 7th August 1843 presented a petition in which, referring to the Proclamation and large extent of *Nunjah* land lying waste in Ahtoor—and to the fact that they had, both before and after the Survey, up to 1819 possessed *Nunjah* lands in the

village, they requested authority to cultivate some of the waste *Nunjah* lands.

49. This Petition was on the 21st September 1843, referred to the Thasildar, who in the month of November proceeded to the Village to make the *Puttadapoo* and receive the agreement of the Villagers for the lands they were willing to bind themselves to cultivate in the then current Fusly 1253.

50. After the Bramins and other regular cultivators had agreed for the lands they wished to occupy, the Mahomedans were called on to point out the lands they had asked for. They accordingly gave in a *Durkhast* for $258\frac{24}{16}$ *Kulis* of *Nunjah* land; but, before their proposal was acceded to, it was made known to the Meerassidars present in the Village, who expressed their willingness to cultivate $127\frac{64}{16}$ *Kulis* of this land, and also asked that $72\frac{1}{16}$ *Kulis* might be reserved for the Meerassidars not present, rejecting the remaining $58\frac{11}{16}$ *Kulis* which they refused to take up.

51. At first the Mahomedans demurred to enter into any engagements for the residue of land, which they stated would require great outlay to fit it for cultivation, and demanded that the whole land that they asked for, should be conceded to them, but when informed by the Sub Collector, by an order dated 30th January 1844, that their request could not be listened to, they bound themselves on the 8th May 1844 to cultivate $42\frac{12}{16}$ *Kulis* out of the $58\frac{11}{16}$ rejected by the Bramins; of this land they were on the 19th idem put in possession, in accordance with the orders of the Sub Collector dated 16th May 1844.

52. On the 26th June 1844, the Tahsildar forwarded a Petition from the Bramins of Ahtoor dated 9th Auny of Krodee year, corresponding with 20th June 1844, praying for a remission of the tax of the lands they had deprived the Mahomedans of, and protesting against Puttahs being made out in the names of the Mahomedans for the lands granted to them, which they (the Bramins) promised to cultivate in the following Fusly 1254.

53. To these requests a reply was sent by the Sub Collector, under date the 16th July 1844, declining to grant the remissions

requested, or to make over the lands to the Bramins, who, he observed, had always failed in keeping their engagements.

54. On this, the Bramins appealed to the Collector, under date 7th October 1844, and received an endorsement dated 14th idem, the purport of which is correctly set forth in the 3rd para. of the Plaint.

55. In forwarding this endorsement to the Sub Collector on the next day, the Collector remarked on "the seeming injustice of "depriving a cultivator of his lands without reference to the labor "and expense he may have undergone towards its purchase and "improvement," and observed 'that it was not surprising that non "resident Ryots offered to undertake the responsibility even at "the risk of paying tax without expectation of any return for one "year, as they are amply benefited by the fit and improved state "of the ground,' and directed that 'since the Mussulman Ryots "seemed to have cultivated a portion for the current Fusly, they "might be secured in the enjoyment of it for that year, but that it "be eventually returned to the Bramins, if they were willing to "take the responsibility of it."

56. In reply to this the Sub Collector, under date 21st Nov. 1844, asked if he could be furnished with an account showing to what expense the Bramins had been exposed in purchasing and improving their lands, and argued that as the Bramins had been first offered the land and refused to take it, it could not have been in a very improved state. He doubted also whether depriving the Mussulmans of the land by force, was not as much at variance with the regulations, as it was with the general Hookumnamah of the District.

57. Again, in a letter dated 11th March 1845, he showed that the land had been unoccupied by the Bramins from periods varying from 3 to 11 years.

58. In the interim on the 19th October 1844 the Bramins had petitioned the Sub Collector, and on the 29th idem had been told that the land being in possession of the Mahomedans could not be

given to others, unless the Mahomedan voluntarily resigned it or ceased to pay for it.

59. They again, therefore, as stated in the 5th para. of the Plaint, appealed on the 30th October to the Collector, who referred them to the Sub Collector, to whom, they were informed, a letter had been sent.

60. After a further correspondence the Collector informed the Sub Collector, under date 22nd March, that he left him to act on his own responsibility, observing that he strongly objected to the introduction of strangers into a Village, those strangers being of a religion diametrically opposed to the original inhabitants, and also their avowed personal enemies; and though he was aware Meerassy right did not, as a general rule, exist in the District, he could not say how for the Bramins might be able to establish their pretension to such a right in a Court of Law, nor how for the grant of the lands so late in the season, might affect the claims of Government;

61. And the Bramins were told in reply to two further Petition from them, that the Principal Collector declined further interference in the case.

62. On the 21st March 1846, the Bramins appealed to the Board of Revenue,

63. And submitted the endorsement they received, to the Principal Collector in charge of the subdivision, who, on the 3rd July 1846, after distributing the Puttahs of the village, passed the order which forms the subject of this suit.

64. In that order, Mr. Blackburne has shown the same consideration for the interests of the Bramins, which marked the whole of his proceedings towards them.

65. After adverting to the arguments urged by the Bramins, the Collector observes that "I have ascertained that from Fusly "1249 to 1251 the inhabitants of the village of Ahtoor suffered "from fever, the cattle from disease, and hence the land fell "waste. If the land from any cause became waste, and any one

" applies for the same to cultivate, it should be given to the ap-
" plicant, after reference to the owner and ascertaining that he
" does not require it, but if the owner agrees to cultivate it, it is
" not just to give it to another; yet, under such circumstances, the
" Mahomedans have obtained Puttahs for 1253 and 1254 Fuslies.
" As the *Mahajanam* who own the land have objected and applied
" for it, the Mahomedans should obtain *Puttahs* for the lands cul-
" tivated by them in the present Fusly, and the *Teerwah* be col-
" lected from them; and as it is notorious the land became waste
" because the Ryots fell sick in 1849, the right to land which be-
" came waste one year before that Fusly belongs to them. There-
" fore so much of the disputed lands given to the Mahomedans on
" *pote-pote* as was cultivated by the Bramins up to 1247 inclusive,
" and was left waste only from 1248, and for which they are will-
" ing to enter into agreement to pay the *teerwah* whether cultivated
" or not, must be made over to them, the same being entered in
" their names in the cultivation accounts and *Puttahs* granted
" them for it. As regards the land which may have been left
" waste prior to 1847, they, the Bramins, can claim no such right,
" and if cultivated by the Mahomedans may be continued in their
" possession."

66. This order, by some extraordinary interpretation of it, was construed by the Moosoomdar in charge of the Talook to mean that the Mahomedans were only to be kept in possession of such lands left waste by the Bramins previous to 1247, as they (the Mahomedans) may have enjoyed previous to that year; and as it did not appear that they had enjoyed these lands prior to that date, he ordered the whole to be made over to the Bramins.

67. This order the Mahomedans resisted. Subsequently the error of the Moosoomdar was rectified and the order of the 3rd July 1846 carried out, and *19-6¼ *Kulis* made over to the Bramins.

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* Leaving with the Mahomedans 23 $\frac{61}{16}$ which form the subject of the present suit.

68. The present *Nunjah* of the Village of Ahtoor amounts to *Kulis* 2,620½ which is assessed at Rupees 8,783-10-2.

69. During the 5 years from 1833 to 1837 inclusive, the average amount of this land left waste was 334-4-0, occasioning an average loss of *Teerwah* to Government of Rupees 1,937 6-6 ; during the next 5 years, or from 1838 to 1842, which included the years of the epidemic alluded to in the plaint, the land left waste had increased to an average of 528 *Kulies* 6½ *As.* occasioning an average annual loss of *Teerwah* to Government of Rupees 3,329-13-9, or nearly double what it was in the preceding 5 years. During the next 5 years, the average annual quantity of land left waste was 316 *Kulies* and 5¾ *as.* occasioning an average annual loss of revenue to the amount of Rupees 1,635-9-5.

70. With this immense quantity of waste *Nunjah* land, which the Bramins are unable to cultivate, it evidently becomes the duty of the fiscal officer to secure the Government dues by making over to others such portions of it as they were willing to cultivate.

71. The Plaintiffs have laid great stress on the fever and the mortality which prevailed both among the cultivators and cattle during the years 1838 to 1841, and have attributed their inability to cultivate the lands to these circumstances ; but these causes are not shown to have operated previous to those years, and it is only the land that was lying waste previous to those years, that forms the subject of litigation. These lands have been fallow, calculating from the time of the survey, for periods varying from 28 to 11 years, if the whole period that they have been fallow be calculated ; while, in some cases they were not cultivated for between 23 and 5 consecutive years previous to the breaking out of the epidemic. It cannot therefore be said that the epidemics led to their being neglected. It is rather to be traced to the utter recklessness and neglect of the Bramins.

72. Again, they urge that the application of the Mahomedans was attended to at an unseasonable period of the year. It was in the midst of the most busy season of sowing and planting, the early part of November, and immediately on the close of the

Puttadapoo of the village, and the fact of the Bramins having at this very season engaged for no less than *Kulis* 199-7½ of the land applied for by the Mahomedans, clearly proves it could not have been unseasonable as the Plaintiffs would desire to make it appear. The *Hookumnamah* of the District required that if possible the *Puttadapoo* should be completed by the end of August, but it does not limit the time within which offers for waste land shall be accepted, since it is presumable that a ryot will take up as much land as he is able to cultivate at the proper season, and all that he leaves waste is declared to be the property of Government, and their officers are bound to make the best provision they can for the cultivation of those lands. In this case the Meerassidars had the option granted them of taking up the land offered for by the Mahomedans, but they rejected it so far as the lands in dispute are concerned, though they readily accepted it in regard to other more fertile and better situated lands.

73. Another point the Plaintiffs dwell upon is that the Mahomedans were strangers and their enemies.

74. Siddiencottai is a Hamlet of Ahtoor, and the lands offered for by the Defendants are situated as near their village as to Ahtoor. It is also to be remembered that the ancestors of the Defendants at the time of the assumption of the country, possessed 114 $\frac{6}{16}$ *Kulis* of the wet land now in possession of the Bramins, and of which they would appear to have been deprived in a manner similar to that by which they have now become possessed of the lands of the Bramins, viz., by the lands being left waste. They cannot therefore be properly called strangers and foreigners.

75. Neither is it true that the Mahomedans possess *Nunjah* lands which they can cultivate; all that they once had has fallen into the hands of the Bramins, who are always ready and alive to prevent the occupation of such lands, by large promises which they as invariably fail to accomplish when the application for it has on their promise been rejected. In proof of this the Supplemental Defendant would request the attention of the Court to the subjoined Table, showing the proportions of the cultivation and fallow of 199$\frac{7}{16}$ *Kulis* of which the Bramins deprived the Mahomedans in 1253.

TABLE.

Fuslies.	Particulars of land taken up by the Bramins in Fusly 1253.						Brought under Cultivation.					Left waste.					Remarks.
	No. of persons.	Extent.		Tax.			Extent.		Tax.			Extent.		Tax.			
		Kulis.	As.	Rs.	A.	P.	Kulis.	As.	Rs.	A.	P.	Kulis.	As.	Rs.	A.	P.	
1253	21	199	$7\frac{1}{5}$	665	4	4	136	$15\frac{3}{4}$	403	10	4	62	$7\frac{3}{4}$	261	10	..	
1254	....	.....	....	....	..	..	54	$8\frac{1}{4}$	194	6	4	144	$15\frac{1}{4}$	470	14	..	
1255	....	.....	....	....	..	..	78	13	287	4	6	120	$10\frac{1}{2}$	377	15	10	
1256	....	.....	....	....	..	..	119	$12\frac{1}{2}$	420	14	..	79	11	244	6	4	
1257	....	.....	....	....	..	..	152	$1\frac{3}{4}$	512	1	10	47	$5\frac{3}{4}$	153	21	6	
1258	....	.....	..	....	..	..	177	$2\frac{1}{4}$	584	3	9	22	$5\frac{1}{4}$	81	...	7	
1259	....	.....	....	....	..	..	135	2	446	7	10	64	$5\frac{1}{2}$	218	12	6	
1260	....	.....	....	....	..	..	151	$1\frac{3}{4}$	486	15	8	48	$5\frac{3}{4}$	178	4	8	

76. The statements in the 6th para. of the Plaint, regarding Venkatasawmy Naik, being immaterial to the points at issue in this case, the Supplemental Defendant will not take up the time of the Court to show their utter falsity.

77. The Court will not fail to observe that the efforts of the Plaintiffs to impress on the Court the repugnance felt and expressed by the late Collector, Mr. Blackburne, to any of the lands in Ahtoor being given to the Mahomedans, are rendered nugatory by the fact that that officer, after a full consideration of all the circumstances of the case and a patient hearing of the arguments of both parties, pronounced a verdict against the Bramins whose rights he had most strenuously asserted, and declared that they had no right to the lands now under litigation.

78. In conclusion, if the Supplemental Defendant has satisfied the Court that under no known principle of law or equity, have the Plaintiffs any right to claim to retain the Nunjah lands of the village of Ahtoor in their possession, without fulfilling the implied and often published compact under which they hold those lands, viz. the payment of the revenue fixed on them ;

79. That, considering the claims of Government as the sovereigns of the country, who depend on the cultivation of the lands for the revenue out of which the charges of the State are defrayed, and who have been subjected to, and are still exposed to expenses for the repairs and construction of water-courses and Tanks in Ahtoor, they have a right to see that the lands on account of which they have incurred such heavy charges, are not without necessity left uncultivated or exempted from their share of the public burthens ;

80. That the orders of the Court of Directors, the Government, and Board of Revenue make it incumbent on every fiscal officer to provide for the security of the public revenue, by taking care that the cultivation is duly carried on and extended when practicable, and that every indulgence and consideration which could justly be demanded from the officers of Government were shown to the Plaintiffs before depriving them of the land which they contumaciously refused to cultivate ;

81. Then he hopes that his official acts will be maintained and that the Plaintiffs will be non-suited, and will not be permitted to take possession and turn out the Mahomedans who for nearly 8 years have been cultivating and paying the rent with regularity, and have expended considerable sums of money in the improvement of the land, in the possession of which they considered themselves to be secure.

82. Should, however, the Court resolve to grant the prayer of the Plaintiffs, the Supplemental Defendant would solicit permission to prove that the yield of the land during the period it was under the management of the Mahomedans or from Fusly 1256, was not more than 135 *Culloms*, 4 *Mercalls* and 4 *Measures*, and that therefore the profits arising from it during that year, could not have been more than 9 or 10 Rupees. Further, the *Teerwah* of the land is not more than 57 Rupees 12 Annas and 11 Pice; it is clear, therefore, that the assumed profits of the Plaintiffs are far in excess of the reality: they cannot be fairly estimated at more than 50 Rupees.

(Signed) T. CLARKE,
Sub Collector.

DINDIGUL, 11*th February*, 1852.

NOTE.—The Board of Revenue on the 4th March 1852 approved of this Draft answer, excepting para. 36 which they did not think applicable to this case; and under sanction of Government 18th March 1852, the answer was put in. On the 1st April 1853 the Collector reported to the Board that the Plaintiffs had withdrawn the suit, on pretence that they were going to bring a new one including a claim to more land. No such suit was however brought.—W. H. B.

[No. LXXXIII.] 4*th December* 1855. *From Mr. Cunliffe, Collector of Madras, to the Advocate General* (*Sydney Smith, Esq.*)

I have the honor to forward copy of an extract from the proceedings of the Board of Revenue dated 17th November 1855, conveying the orders of Government that the record in the case of certain land, alleged to be held without title by one Cothundarama Moodelly of Tondiarpetta, should be laid before you for opinion as to the course to be pursued, as regards the right to the land and the collection of rent.

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

He asserts long possession, but he has never paid any quit rent, nor has there been until the middle of the year 1854, any ostensible possession upon which this Office could have claimed the dues consequent on occupation.

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

The question is an important one, for the rights of the Government are endangered if their waste lands can be occupied without title, without payment of quit rent, and even without ostensible possession, merely by a party asserting long possession, and procuring evidence, which is easily obtainable, to support his assertion.

It is declared that Cothundarama Moodelly rests his claim partly upon a judgment of the Supreme Court in his favor on his bringing an action of trespass against a neighbour for entering this land, but on this it may be sufficient to remark that the Government were not a party to the suit, were not heard in the matter, and that as against them, the judgment had no effect.

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

[No. LXXXIV.] 13*th December* 1855. *The Advocate General's reply to the preceding letter.*

I have the honor to acknowledge the receipt of your letter dated 4th December 1855, with the accompanying Papers, submitted by order of Government for my opinion as to the course to be

pursued as regards the right to the land in dispute, and as regards the collection of the quit rent on it.

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

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

4. As regards the right to the land, the proper and only course to determine that, is by an action of ejectment, making C. Cothundarama Moodelly the Defendant. You are quite correct in believing that in such an action no use whatever can be made by C. Cothundaramo Moodelly, of the verdict in his favor in the action of trespass stated to have been brought by him against some third party, not improbably a colluding Defendant. I am not however clear, as to who should be the lessee of the Plaintiff in such an action. The letter of the Meerassidars, dated 19th July 1855, appears to me to show that they claim the land; again the Collector claimed it, and put it up to auction as the property of the Government, that is of the East India Company, and it was knocked down to one Parthasarthy. From the proceedings in the late action in the Small Cause (Supreme) Court by C. Cothundarama Moodelly against Nulla Mootoo Pillay and Mr. Mead, the Government ser-

vants, I collected that Government (or the Collector and Revenue Board) acknowledged Parthasarthy as the purchaser; if so, the action must be brought in his name.

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

6. If the statement of the Meerassidars and of the Peons Veerasawmy and Comarasawmy (mentioned by C. Sabapathy Moodelly, Quit Rent Conicapillay in his letter of 18th July last) bear out what appears in the paper now before me, and they are believed by the Court, there is of course an end of C. Cothundarama Moodelly's claim; but not only is it to be expected that he will get up evidence to support his claim, but it will be very desirable that the evidence of the said Meerassidars, Peons, and any other available witnesses, should be taken by *the Honorable Company's Solicitor before* any proceedings are actually commenced, that Government may know exactly what evidence it can *depend* upon; for it too often happens that statements which appear most satisfactory and decisive, turn out upon cross-examination to be mere hearsay, not receivable as evidence at all.

7. I think a personal interview with myself or the Honorable Company's Solicitor would be desirable.

[No. LXXXV.] 20*th December* 1855. *Extract from a demi-Official Letter from the Collector of Madras to the Honorable Company's Solicitor.*

Here is a letter from Advocate General in reply to mine (also forwarded) in the matter of Cothundarama Moodelly.

There is no difficulty about the levy of Quit Rent, that can be collected according to the Act.

I believe that you have in your office, copy of the documents I forwarded to the A. G. as they are included in the case as forwarded to you by the Government for the defence of the action, and the parties giving evidence for us can be sent to your office whenever you wish.

The A. G. is in doubt whether the land belongs to the Government or the Meerassidars, as the latter call it theirs, but still the Government brought it to auction as their property. The apparent contradiction arose in this way. The Meerassidars have been in the habit of selling the waste lands of this Collectorate and claiming Meerassy in them. It is a question which should have been noticed by the Collector long before, but until lately it has been allowed to remain without objection taken. Stokes about a year ago brought the matter before the Board of Revenue, and adduced arguments sufficient to satisfy the Board that the Meerassidars had no Meerassy right *in immemorial waste*, and the Board refused to recognise it for the future.

Hence I claimed the waste which Cothundarama Moodelly had but lately enclosed as Government property, and sold it as such pending the confirmation of the Board to the sale. This was never even applied for; if you recollect you put me into the box for the purpose of showing, if I had been allowed, that the confirmation of the Board not having been received, I *could* not have put the purchaser in possession.

[No. LXXXVI.] 1*st April* 1856. *From J. R. Boyson, Esq., Honorable Company's Solicitor, to B. Cunliffe, Esq., Collector of Madras, with Mr. Advocate General's opinion which is dated 25th March* 1856.

Adverting to the correspondence noted in the margin and having reference to the land in the Village of Tondiarpettah of which Cootalum Cothundarama Moodelly has unlawfully and without title possessed himself, I have the honor to forward you a copy of certain instructions which I laid before the Advocate General immediately on his return from the Neilgherry Hills in January last, and a copy of his opinion and views thereon.

Letter from the Acting Collector of Madras to the Advocate General, dated 4th December 1855.

Letter from the Advocate General to the Acting Collector of Madras, dated 13th Dec. 1855.

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

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

Instructions.

The following papers are herewith sent:

The Brief held by Mr. Advocate General on the trial of the action brought by C. Cothundarama Moodelly against J. W. Mead, and A. Nullamoottoo Pillay in October last, No. 342 of 1855.

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

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

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

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

To Board 16th May 1855.

An examination of certain witnesses, sent to the Acting Company's Solicitor by the Acting Collector of Madras, has satisfied the Acting Company's Solicitor that for upwards of 30 years, previous to its being enclosed about 11 months since by C. Cothundarama Moodelly, the land in question was waste, and was in no way cultivated, hedged, or enclosed, or in any way dealt with or treated as private property.

Mr. Advocate General will now be pleased to consider the general question as to the rights of Meerassidars in and to "waste" lands, with a view to its being determined who should be the lessor or lessors of the Plaintiff in the action now to be brought for ousting C. Cothundarama Moodelly from the land of which (as it is alleged) he has unlawfully possessed himself. This question will necessarily involve the consideration of the regularity of the

proceedings of the Honorable Company in resuming and selling the land, &c.

COPY OPINION.

This case though concerning a very small and almost valueless piece of land, mere sand I believe, in fact involves a very important question, no less than the right of the Government or East India Company to *all waste lands*, or at least immemorial waste, which this is said to be, situate within the limits of Meerassy Villages.

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

3. That Cothundarama Moodelly has taken wrongful possession of the ground, and within the last 18 months only, and that the ground was unoccupied for 30 years previously, I see every reason to think could be proved to the satisfaction of the Court. But this alone will *not suffice to prove a title* to the land in the East India Company. It may nevertheless be that the title to the land is in the Meerassidars, and here is the difficulty. If the land were in the actual possession of the Collector, as representing the Government or East India Company, and the Meerassidars were to bring ejectment for it, the burden of proof would then rest wholly on them, and I think they would very probably fail.

4. But if the Ejectment is brought by the Government or East India Company, as in this form of action, the lessor of the Plaintiff must recover solely on the strength of *his own title*, and cannot succeed by showing defects in the Defendant's title, (mere possession being enough for him to rest upon). The case is reversed, and the whole burden of proof will rest upon the Company.

5. Now Mr. Cunliffe's letter of 20th December to the Honorable Company's Solicitor admits what is elsewhere shown to be the case, viz., " that the Meerassidars *have been* in the *habit* of

" selling the waste lands of this Collectorate, and claiming Meerass " in them, and that they were suffered to do so *without objection* " *taken* until *about a year ago*," when the then Collector Mr. Stokes satisfied the Board of Revenue that the Meerassidars " had no " Meerassy right in *immemorial waste*, and the Board refused to " recognise it for the future."

6. Here the claim is rested solely on the circumstance that the waste land in the present instance is " *immemorial* waste" (" *anàdi* carambu" as opposed to " *Sheycal* carambu," which latter means *cultivable* waste) and I have nothing whatever before me to prove that it is so, or that it is not cultivable. Can such proof be supplied? If the Company were in a position to put the present occupier or the Meerassidars to the proof that the ground had been used or occupied, I think it highly probable that no such proof could be given, but in Ejectment if the Company's claim is rested on the circumstance that the ground is " immemorial waste" (and so I understand Mr. Cunliffe, Mr. Stokes, and the Board of Revenue to vest it, and if I am in error on this point, I shall be glad to be set right) the Company must prove this by affirmative evidence, and not merely by the inability of others to prove the contrary.

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

8. This will be found a *very formidable admission*, for it amounts to a recognition of upwards of 50 years standing of the Meerassidars' right to do so. It will be not easy to get over such a difficulty now. Mr. Cunliffe may well say " It is a question " which should have been noticed by the Collector long before." In the great dearth of direct evidence upon the question, the Courts might not unfairly presume that in former times when better evidence was more likely to be attainable, Government or its Officers must have been satisfied by such evidence, then in existence but now lost, that the Meerassidars *had* such right, and that *therefore* it was that Government and its Officers went on for upwards of 50 years, permitting the right to be claimed and exercised " without objection taken" at any time on behalf of Govern-

ment; otherwise the silence of Government and its officers amounts to gross negligence, and to sleeping on their rights, which the law always and very properly discourages. It is a maxim of the Roman Civil Law "vigilantibus non dormientibus subveniunt leges."

9. I should say that any Court in England would certainly after so great a lapse of time, such long continued tacit recognition, make such a presumption, if the Meerassidars were the parties in possession and the Government were trying this question directly as against them; and as, if Ejectment be brought against Cothundarama Moodelly the present wrongful occupier, the principal witnesses on behalf of the East India Company must be (so I am informed) the Meerassidars themselves, I very much apprehend that their evidence may put the Government out of Court, by their asserting that the title is in themselves, and not in the Government. Their letters to Mr. Cunliffe which are now before me, dated respectively 19th and 25th July 1855, expressly claim this piece of land as *theirs*, and complain that Cothundarama Moodelly "has taken the land without paying *us* the value." This is an additional and very serious difficulty, namely, that the case on behalf of Government so mainly depends on the evidence of witnesses who claim *for themselves* the very right which the Revenue authorities claim for Government.

10. There is however another and perhaps even greater difficulty. It is almost certain that the Court on finding that the Meerassidars have confessedly been in the habit of exercising this right for upwards of 50 years without objection taken, will conclude that this tacit recognition of their right so to do, arose from Government having been satisfied at some former time, by inquiry and evidence, that they, the Meerassidars, had the right so to do. It is almost certain I say, under such circumstances, that the Court will so conclude, if it can be shown that Government, formerly inquired into the question; and still more so, if it be shown that upon such inquiry they or their authorized agents expressed an opinion in favor of the right of the Meerassidars.

11. Now this *can* be shown and most distinctly, for it is on record that Government in their letter to the Board of Revenue

dated 2nd August 1814, directed a most particular inquiry into this very matter, and Mr. Ellis's answers to their first 17 queries were *adopted by Government*, and by it ordered to be printed for the use of the "service at large."*

12. The second of these 17 questions is, "Does Meerassy right extend to waste land?" Mr. Ellis answers "Meerassy right, wherever it exists, extends *certainly* to waste land," and in his note (22) he adds "see the various documents in the Appendix, by which it will be observed that the *waste* as well as the cultivated lands are invariably transferred by them."†

13. If it be said in support of the claim of the East India Company that Mr. Ellis is wrong in his conclusion, nevertheless his report may be used as a distinct admission by an Agent of Government specially authorized‡ to enquire into and report on this very question; nor does his admission stand alone. Mr. Place the Collector who in 1794 ejected all the Meerassidars from the very Village where this disputed land lies, viz. Tondiarpett, in a way which Chief Justice Strange in 1808 styled "an act so outrageous in its nature,"‖ this same Mr. Place afterwards entirely altered his opinion: so much so, that in the 5th Report of the Committee of the House of Commons on the affairs of the East India Company printed in 1812, he says "he had become convinced in 1799," and made a report to Government accordingly "that the "Meerassidars had an *undoubted* hereditary property in the soil."§ But even supposing Mr. Ellis and Mr. Place both wrong, this would in no wise affect one most important use that may be made of their Reports, viz. that Mr. Places' in 1799, and Mr. Ellis's in

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* See Nos. 34 and 39 of these Selections.

† The words "by them" mean by the *Meerassidars*, Mr. Ellis did not assert that *Government* transferred the lands. This is clear from the documents in the "Appendix" to which he refers.—W. H. B.

‡ He was not "specially authorized." The questions was sent to *all* Collectors, and most of them replied. But as Mr. Ellis's were the only clear and well defined (and really valuable) replies, they only were printed.—W. H. B.

‖ See para. 8 of No. 24 of these Selections.

§ See No. 8 of these Selections, para. 91.

1814, gave *express notice* to Government* that the Meerassidars *claimed* the right to sell waste lands within their village boundaries, and that *after such* notice Government suffered them to *exercise* the right "without objection taken," till 1854, that is for 55 and 40 years respectively. This amounts to such an acquiescence, that after such full notice and so long a continuance of the acquiescence, it will be extremely difficult to get rid of the effect of it. But it seems, the Government has gone further still. Mr. Stokes, the Collector of Madras, in his report to the Board of Revenue dated 16th May 1855 says, paras. 5 and 6, that Mr. Gantz and the Meerassidars of Vayasurpaudy both assert (and he does not say the assertion is incorrect) that Government on various occasions actually *bought* such land from the Meerassidars *and paid* them for it. This, *if proved*,† is such a direct admission of the Meerassidars' right, that, in my opinion, especially when coupled with the other facts I have noticed, it can never be got over. It may also be said, it is all very well to *say* now that Mr. Ellis and Mr. Place are wrong, but what higher authorities are there on the other side ?‡

14. The word "invariably" used by Mr. Ellis may perhaps be open to question, for it seems to me that *only* the *first* of these documents (the Canarese) *specially* mentions "*uncultivated land*," but Mr. Ellis probably means that inasmuch as the others generally purport to convey every thing within the four boundaries of the village (*nar pangellie*) and also especially the *ashta bhogam* "or eight privileges of ownership," they must be taken to *include* all waste lands; if so his meaning is I think fully borne out by the terms of the Documents.

15. Mr. Ellis adds expressly that if the land be "cultivable"‖ the Meerassidars may cultivate it whenever their means permit,

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* Where is such "Express Notice to Government" to be found, in either of the Reports referred to ? The right to sell *all waste lands*, is not very precisely asserted by Mr. Ellis, and Mr. Place avoids the question of waste.—W. H. B.

† It could have been proved by the correspondence in 1810. See Nos. 28 to 31 of these Selections.—W. H. B.

‡ Sir Thomas Munro, no small authority. See No. 61 of these Selections.

‖ *i. e.* "Sheykàl Karambu."

or rent it to the *paracoodis.** Now the question whether land be cultivable or not, in other words whether, however bad the quality of the soil, it be *possible* to bring it under any kind of cultivation, is one of those questions† where one fact is worth a bushel of arguments, and I find by the papers laid before me that Cothundarama Moodelly actually ploughed up the land, and did *something* (slight indeed, but still something) in the way of cultivation. If so, this seems to me proof direct, positive and conclusive, that the land must be and is "*seycal carambu*," which even Mr. Stokes does not claim, and which Mr. Ellis expressly says belongs to the Meerassidars. Even however, if the land were *anadi carambu*, Mr. Ellis continues "but in the *immemorial* waste, *though they possess* the exclusive right of cutting firewood, working quarries, &c., (this "&c." may possibly be found, like Littleton's, to cover a great deal) "they have no right of cultivation, much less can "they break up common used for pasturage, or cut down produc- "tive trees." This I can only read as a distinct admission that even *if* Government *can* prove this land to be "*immemorial* waste," still the Meerassidars have *some* certain and distinct rights regarding it, besides whatever indefinite ones may come under the "&c."

16. To the 3rd of the 17 Questions, "Is Meerassy right forfeited for ever when cultivation is for a single season discontinued?" Mr. Ellis replies distinctly "Meerassy right is *not* forfeited by the discontinuance of cultivation for a single year, or *any longer* period, during the life of the Meerassidar, *his son or his grandson*;" and what follows makes strongly against any right on the part of Government, except in one place where he says that under certain circumstances Government might perhaps, though it

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* Reply to the 2nd Mirasi question.

† The question is rather what is meant by the term "*sheykal karambu*," which is the expression used by Mr. Ellis as being that used in the Native accounts. He *translates* it *cultivable*. *Shey* is a field, whence *Nanjey, Punjey; kal* is also a spot of ground understood to be either cultivated or cultivable. *Karambu* is 'waste.' The term *Sheykal Carambu* is by usage applied differently in different Districts. It is however generally supposed to mean land that *has once* within a few years been cultivated, and not what is *possible* to cultivate. There can be no doubt that the land entered on by Cothundarama Moodelly was "*Anadi Karambu*" or *immemorial waste*.—W. H. B.

would be thought " harsh," resume the " Meerassy" Swatantrams to a certain extent; and in another part he says, that in some of the Madras Villages where spots of waste land for which they (the Meerassidars) refused to take certificates, which (spots) have since been considered the property of Government, because, as he puts it, the Meerassidars " preferred resigning them" rather than make a " fixed money payment," " but" he expressly adds, "he cannot therefore, in such case, be said to have forfeited them from neglecting to cultivate," and I would add, that their " preferring to resign" their lands under such circumstances, would hardly of itself be held to give Government a good title.

17. Mr. Ellis' answers to the 1st and 6th questions show that Meerassy right has always existed in the Villages within the boundaries of the Supreme Court, and Tondiarpetta stands first on the list given in answer to the 6th Question; and though he says in answer to the 4th question, " In the villages of Madras, Meerassy right has been always respected by the public officers, for being under the immediate eye of Government, injustice, whenever attempted, must have been liable to instant detection and would of course be promptly corrected," he himself shows that the reverse was too often the case; for he adds, correcting the generality of his former statement, " every person conversant with the Revenue Department, must be acquainted with many instances in which the officers of Government have not respected the rights of the Meerassidars;" " owing," he adds, " to ignorance of their existence, inattention to their extent, and to avoid any real or fancied inconveniences."

18. Nor is this mere statement. The case reported by Chief Justice Sir T. Strange* shows that in 1794 Collector Place expelled the Meerassidars of Tondiarpett *en masse*, and though in 1799 he altered his opinion, he did not restore them. In Minutes of Consultation of 8th January 1796† moreover, the Government itself, rejecting the opinion of the Board of Revenue, authorized the Collector to declare the Meerassy of Trimushy forfeited, be-

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* See No. 24 of these Selections.

† See No. 4 of these Selections.

cause the Meerassidars refused to rent the Government share of the produce.

19. Mr. Stokes in his report of 16th May 1855 says (Para. 9) that in 1800 the Government published a notification* that thenceforward they would acknowledge no title but Government grants, in the form of Leases or Certificates. Mr. Ellis in answer to the 1st Question says, that what may be considered a permanent settlement was made by Sami Naik and Mr. Ogilvie (the Collector) in 1802-3 with the Meerassidars of the villages within the boundaries of the Supreme Court, and that the certificates then issued to them confirmed to them every right they had previously possessed; but it seems very doubtful whether the certificates really did so, for it seems clear that the certificates do not confirm to the Meerassidars any right in immemorial waste,† though Mr. Ellis says expressly they had *some* rights therein.‡ Moreover Mr. Ellis says expressly that one of the grand features by which Meerassy is distinguished in this part of India, the holding by joint shares under the Pungumalei Register, was then obliterated; and as regards Tondiarpett in particular, Chief Justice Strange says expressly, that when the Meerassidars were expelled in 1794, those who got in pulled down houses, disposed of every thing saleable, and in fact destroyed all vestiges of former rights.

20. Mr. Stokes in the case before him, and Mr. Cunliffe in the present one, both lay stress on the fact that the Meerassidars have no certificate for the spot of ground in question, and Mr. Stokes refers to Mr. Ellis' work as showing that the want of a certificate is fatal to the present claim of the Meerassidars, whether the land be "immemorial waste or productive common."

21. Mr. Ellis however only uses the cautious phrase that the Meerassidars having "refused to take certificates" (which would make them liable to quit rent) for some "spots of waste land" these have since been considered the property of Government. By whom considered? By Government itself I presume. But can a

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* See Nos. 11 and 12 of these Selections.

† This is an important admission.—W. H. B.

‡ But he does not say they had the right that Cothundarama Moodelly claimed.

legal title be so acquired? If a Lord of the Manor in England were on succeeding to his inheritance to "publish a notification" that he would acknowledge no titles in any of his tenants who did not take out new Leases from himself, at increased rents in many cases, but would "consider" their farms to be his property, I apprehend that his copyhold tenants and those who held under still subsisting leases, would consider his notification as mere waste paper. The Courts of Law most assuredly would.

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

23. The first (Para 11) is the case of the site of the Powder Mills at Vaysurpaudy, for the price of which 32 Cawnies the Meerassidars obtained a Decree "in some year not mentioned, with interest from 1803," being doubtless the year in which Government took possession. This case does not apply, says Mr. Stokes, for two reasons; 1stly, it would be necessary to show that the land when taken was unproductive. This seems to me not exactly correct. "*Sheycal Carambu*" or cultivable land may be unproductive at a particular time, but that will not make it "*anadi carambu*" or immemorial waste, and in Para 12 Mr. Stokes only claims the latter. But moreover Mr. Stokes seems to assume that this land cannot be shown to have been unproductive, which I doubt much. Land thereabout has been so for the last 20 years at least. But secondly Mr. Stokes says, "even then the parallel would be incomplete, *because* this land was apparently appropriated by the State before the Meerassidars had the option of establishing their right to it by taking out Certificates." I will not again advert to the point that in my opinion, though Government might have the *power*, it had no sort of *right* to make the Mee-

rassidars' title depend on their taking out Certificates, I will merely now advert to Mr. Stokes' dates, as to which he seems to me (upon his own showing) to be in error. He admits the Meerassidars recovered interest on the price of this land from 1803, which apparently was therefore the time when Government took possession; but he says, this was before the Meerassidars had the option of taking out Certificates. Yet in Para 9, he says the notification giving this option was published in 1800.*

24. The latter objection therefore seems to fail altogether, and the case may be found wholly applicable; and certainly so far as it does apply at all, it makes entirely against the claim now set up on behalf of Government.

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

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

27. Mr. Robertson may be right, but I should like to know his reasons and proofs. His opinion or declaration could not even be offered as evidence, much less would any Court be bound by it.

28. In Para 15 Mr. Stokes shows that in 1839, Mr. Robertson again, and with the Board's sanction, acted on this opinion with respect to the site of the Masonic Lodge near Saint Thomé, and the claim of the Meerassidars though preferred to this ground, was finally rejected. It may have been rightly rejected too, for want of proof, but it surely does not follow that because the Meerassidars cannot prove a title to such ground, therefore the Go-

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* See No. 11 of these Selections.

vernment can. It is just one of those cases, where in the absence of complete proof "potior est conditio possidentis."

29. In Para 16 Mr. Stokes refers to another case, relied on by the Meerassidars, but shows very correctly that it does not apply.

30. There is another case in 1851, in 5 Moore's P. C. Cases 217 "The East India Company *v.* Veerasawmy Moodelly." The Original Bill in which I was the Plaintiff's Counsel, was in 1844 by C. Woodundy Moodelly *v.* The East India Company and several others, for compensation as a Meerassidar under an alleged contract for part of the Esplanade. The East India Company's answer admitted they had taken the ground, *not* under any contract but adversely, in 1783, and had resumed it in 1813 and 1816. They said it was *waste*, but that they were willing to pay compensation to any Meerassidars who could make out a good title, but that none had even done so. The Court here considering a contract to be proved, referred the matter to the Master as to the ability of the parties to give a good title, and from this there was an Appeal, and the Privy Council held that there was no *actual* contract proved, but only an intention to contract, and therefore no *Equity*, and that the Original Plaintiff must prove his title at Law. The case was never carried further. This case therefore only shows that even where Government admit they believe that the Meerassidars generally of a Village have a claim for compensation, particular Meerassidars often find it impossible to prove a legal title. In the present case however, this difficulty would fall on Government, for it will be *they* who would here have to make out this proof, so difficult to establish. On one very important point the above case is quite opposed to Mr. Stokes' view and Mr. Robertson's, for the East India Company's answer expressly states "that the land in question was *barren and unproductive*, and was frequently flooded and overflowed by salt water, and that there had been no *profits arising from it*," and yet it goes on to admit that the Government were willing and directed that a sum of money should be paid for this land taken possession of by them, to the parties respectively *entitled as Meerassidars to the same*, thereby distinctly acknowledging that though waste, Meerassidars were, or at least might be entitled to it. This formal ad-

mission by the East India Company and their Law Officers in a regular suit, seems to me very strong against the view of Messrs. Robertson, Stokes, and Cunliffe.

31. There is but one case that I have been able to find, on which I could found any thing like an argument in favor of this claim so recently advanced on behalf of Government, after so long a lapse of time,—after so many and such strong admissions both in words and acts,—and against such high authorities. The case is "Doe dem Mootoo Perumall v. Tondaven" tried or rather begun on the 26th September 1808, before Chief Justice Strange and Mr. Justice Sullivan;* 60 Witnesses were examined, and the trial occupied 13 days. It was an action of Ejectment on the Title, brought by the Meerassidars of Tondiarpett (dispossessed in 1794 by the Collector Mr. Place) against the *Gramany* people who took possession after the ouster. Government took no part in the action. The case it appears to me, may be used in this way; 1st, it says expressly, the evidence on both sides *presumes an ancient grant from Government*, vesting the right of cultivation, of which *no direct proof* is existant. 2ndly. The Meerassidars gave the fullest evidence in their power, fuller probably than they could now do, to establish what were their rights as Meerassidars, and the Chief Justice enumerates a variety of particulars as proved; but from beginning to end no mention is made of any claim on their part to waste lands of any kind; and it may be said if this claim really existed, they would not have failed to urge it and give evidence of it, whereas they did neither.

32. The obvious answer to this however is, *non constat* that this particular right was then in dispute; if it were not, there was no occasion to maintain it, much less to give evidence of it.† Also it may be replied, the argument proves *too much*, for the omission, if it proves any thing, proves that Meerassidars have no (right) in even "*cultivable*" waste land; whereas Mr. Ellis expressly affirms that they have, and Mr. Stokes does not deny it;

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* Printed in No. 24 of these Selections.

† It certainly was not in dispute as a particular point. The parties claimed the Mirasi right in general. This would include a right to the Waste. But what kind of right is not *yet* decided.—W. H. B.

and whereas Government by the strongest of all admissions, namely, by purchasing in some cases, in others by admitting their readiness to pay, have admitted the right of the Meerassidars to be compensated for even *entirely waste* land.

33. I shall be glad to be informed if the Board of Revenue can remove any of the difficulties and objections by which I feel so much pressed, or furnish me with any *evidence* of the title of Government to such ground as that which Cothundarama Moodelly has taken possession of. The reports and opinions of the authorized Agents of Government (I mean Messrs. Place and Ellis) may be used as *admissions* against Government, but the opinions of their own servants, Messrs. Robertson, Stokes, Cunliffe, or even the Board of Revenue itself, whatever moral weight they may carry, and however entitled to respect as the opinions of experienced Revenue Officers, can never be admitted as "*Evidence*" for the East India Company.*

34. Unless therefore better evidence than I am at present aware of can be adduced, I cannot anticipate success in an action of Ejectment by the East India Company against Cothundarama Moodelly, and failure might give birth to a number of inconvenient claims; whereas by refraining from stirring them up, and by resting as has hitherto been done *on possession*, and throwing the *onus probandi* on those *who dispute the right* of Government, Government will probably continue to be as successful as it has hitherto been by pursuing this line of conduct. I cannot find that Government has ever undertaken or been advised to undertake the burden of affirmative proof; in such a case it seems hitherto always to have acted on the defensive, and such seems the only prudent course where the right seems so uncertain, and the evidence so very meagre and defective.

35. I am however strongly of opinion that it is very desirable both as matter of general and public example, and in order to prevent the success of this particular fraud, that Cothundarama Moodelly should not be allowed to retain possession of the land

* Nor the opinion of Mr. Ellis as "evidence" *against* the Company. —W. H. B.

he so illegally usurped, and his claim to which he has tried to bolster up by so much falsehood, and I think I can suggest a way of doing this effectually.

36. Mr. Cunliffe's letter of 8th October last to the Board of Revenue shows, that on the 21st September 1855 at the public sale then held, Parthasarady Iyengar bought the land. If the Board of Revenue will confirm the sale to Parthasarady Iyengar, and give him a conveyance, then without Government or the Board of Revenue intervening, Parthasarady can easily manage, by way of greater security to his title and as if merely to prevent the possibility of any future objections, to obtain a general release of the Meerassidars' claims, whatever they may be, not specifying or admitting any in particular; and then Parthasarady will be armed with a complete perfect title; then as Government will have got his money, it cannot be objected that they are doing any thing but what is perfectly fair and reasonable, if their Law Officer appears for Parthasarady. The case will then turn on one single point, whether the Court believes the witnesses who will swear that Cothundarama and his father have possessed the land for about 40 years past, or the Meerassidars and others who swear that Cothundarama first enclosed it about 15 months ago.

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

[No. LXXXVII.] 9*th April* 1856. *From the Collector of Madras, to the Board of Revenue.*

I have the honor to forward for the orders of the Board, a letter from the Acting Honorable Company's Solicitor, dated the 1st instant, giving cover to the opinion of the Advocate General as to

the course in his judgment to be pursued for the recovery of the land usurped by Codundarama Moodelly in Tondiarpetta.

2. The case is put so fully in the Advocate General's "opinion," that I do not hope to assist the Board's consideration of it by any remarks of my own, but as it may be expected that I should not merely pass it on without comment, I will trouble the Board with such observations as occur to me.

Para. 12.

3. First, as to the Advocate General's opinion that Mr. Ellis, (the generally received authority on Meerassy questions) asserts "Meerass" in waste lands.

4. Mr. Smyth quotes but half the dictum, the remainder, "but then the right is limited by the nature of the waste," shows that Meerass does not extend to all waste; and further on in the answer,

Para. 15.

Mr. Ellis declares as the Advocate General himself admits, Meerassidars have no "right of cultivation in immemorial waste," which is the kind of waste now under discussion. They have no right to break it up or dispose of it without the consent of Government; as far as they are concerned it must remain what it is entered in the village accounts, "*anadi carumboo*" or immemorial waste.

Paras. 6 and 16.

5. Mr. Smyth's argument also that *anadi carumboo* may be *cultivable* and therefore the Meerassidars may cultivate it, does not appear to me to be valid, because the lands of the village being distributed into several classes according to their then estimated productive qualities, Meerassy rights must be confined to the ancient divisions in which they are said to exist, and could not at a subsequent period be declared to extend to either "*anadi carumboo*" or *peramboke* because some portions of these divisions might be found to be *cultivable*. The Board are aware that portions of both *anadi carumboo* and *peramboke* are sometimes cultivated. When given by the Circar for cultivation, the Meerassidars would then receive their customary *swaluptrums* from them, in common with the other cultivated lands.

6. Codundarama Moodelly ran a plough over this land and stuck a few plants into it, evidently more with a view of proving

ownership than with the prospect of raising any kind of crop upon it.

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

Vide para. 6.

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

9. But the Advocate General then brings forward other, and in his opinion, fatal objections which I fear cannot be removed. The facts of the Meerassidars having for years constantly sold waste lands, and of the Government both recognising such sales by issuing certificates to the purchasers, and also on several occasions themselves purchasing waste from the Meerassidars, must be admitted. It cannot be denied that the Government right of interference with such sales has in many instances lain dormant. They have often taken up waste, either unoccupied, or in which proprietorship, without title or payment of quit rent, is claimed on alleged purchase from Meerassidars, and have successfully resisted claims to compensation; but as the Advocate General explained, they stood in these instances on possession, and left their opponents to prove their right elsewhere, if they were capable of doing so.

Paras. 19 and 21.

10. The Advocate General in these paras. argues against the validity of the Notification of 1,800 by which Meerassidars are declared to have forfeited their right to those lands for which certificates were not taken out. I have already* in like terms expressed my opinion against the force of this Proclamation.

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* To Board 12th November 1855.

11. The case adduced in para. 30 to show that the Government were willing to give compensation even for *barren and unproductive waste*, does not I think prove that point. The reply certainly states the land to be of this nature, but it had previously admitted that the land had been for many years occupied, and used either in cultivation or in making salt. It was for this reason, I imagine, that they signified their readiness to give compensation, whenever a title to the land had been conveyed to them.

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Page 223 ad fin.

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

[No. LXXXVIII.] *From Mr. Hudleston Stokes, Collector of Madras, to the Board of Revenue: dated 16th May, 1855, reporting on certain petitions, being the letter referred to in the Advocate General's opinion, No. 86.*

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3. The Petitioners are the Meerassidars of Veyserpaudy who profess to have sold, and Mr. Gantz who professes to have bought, a certain spot of land lying between Mr. Gantz's garden and the road running beneath the Bund of the Veyserpaudy Tank, and which does not appear to have been heretofore enclosed or assessed, or held under any grant or certificate from this office. I now forward an Abstract of the Proceedings that have taken place in the case, the substance of the Meerassidars' arguments in support of their claim, and a memorandum of the information on record in the office bearing upon the point in dispute.

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* The Board of Revenue declined to adopt the Advocate General's suggestion regarding Parthasarady.

4. In the first of the appended papers, it will be seen that, the Amildar on the 31st January 1854 reported the enclosure of the land, on which a well had been dug to the detriment of the Tank. and that after I had sufficiently satisfied myself of the defective right of the Meerassidars to sell it, I requested the aid of the Police to prevent its occupation.

5. It will be observed that Mr. Gantz appeals to what he assumes to be the acknowledged right of Meerassidars to sell Meerassy lands, as established on various occasions by Government purchasing land from them, and in a later petition, he refers to the alleged existence of a water course, as proving that this spot had been under cultivation.

6. The Meerassidars take pretty much the same ground. They admit that they have no specific title to show to this particular land, but claim a right to all the land in the limits of their village, not already sold; which right they maintain has been ascertained by the inquiries made by Mr. Collector Ellis and acknowledged by Government itself on several occasions on which the Meerassidars have received payment. At the same time they assert that this land has been cultivated under share, as part of the Samadayem lands, as late as ten years back. Whether this is true or not, the accounts kept of the Samadayem cultivation are not of a nature to show.

7. The question therefore is whether Meerassidars have an absolute right to sell any land in their limits not previously alienated, and if not, whether the land in dispute is or is not of the description which is saleable. I am not sure that I have succeeded in collecting all the materials on record for coming to a decision. There may have been other cases of sales by Meerassidars of land not alienated by Government. But the history of the subject as far as I have traced it, seems sufficiently to establish the right on the part of Government which is now contended for.

8. It is evident that our Government like those that they succeeded, always asserted a paramount right of sovereignty in the soil, limited of course by the concurrent rights of Meerassidars, cultivators, tenants, or occupants, according to circumstances.

9. In 1800 they published a notification that thenceforward in Madras and its environs the only acknowledged titles would be the Grants of Government or Certificates of the Board of Revenue; such grants running in the form of leases and mentioning a prescribed consideration, money paid in each case. No such payment was made in the case of certificates which were intended for lands, the occupation of which was recognized as rightful. They even went so far as to declare that lands might be sold when the parties in possession had not acquired them prior to 1770.

10. Accordingly it appears that when the several villages now included in this Collectorate were surveyed by Sawmy Naick and Mr. Ogilvie in 1800 and the four following years, the Meerassidars as well as others had the option of accepting certificates or grants for the land claimed by them in common or in severalty, and that many of them did so, probably in all cases in which they considered it worth their while.

11. The next occasion I can find connected with this subject is, the land for the Powder Mills. In the register of Mr. Ogilvie's survey of Veysurpaudy and Nedambara, there is entered 32 Cawnies, the site of the Powder Mills, as the property of Government. Subsequently, I cannot find the exact year, but it seems to have been soon after the question of Meeras was agitated, the Meerassidars brought a suit against the Company for the price of this land with interest from 1803, and obtained a decree in their favor. Great stress is laid upon this decision. But to apply it to the present claim, it would be necessary to show that the land when taken was unproductive, and even then the parallel would be incomplete, because this land was apparently appropriated by the State before the Meerassidars had had the option of establishing their right to it by taking out certificates.

12. The next occurrence in the order of time is the all-important report of Mr. Ellis on the Meerassy tenure of this Collectorate, dated 2nd August 1814. His replies clearly affirm two things. First, that Meerassidars have no right to make any beneficial change in the immemorial waste without the consent of Government, and secondly, that in some of the Madras villages, the Meerassidars having neglected to take out certificates for their Meerass lands, were considered to have forfeited them to Govern-

ment. These replies are fatal to the present claim of the Meerassidars whether the land be immemorial waste, or productive common (Varapatt-Samadayem.)

13. In 1820 another claim was revived for the price of the Powder Mills land, but after a long correspondence, in the course of which the Board communicated their views in a letter dated 14th August 1823 in language which seems strictly applicable to the present case, the Meerassidars were required to show their title, and on their failing to do so, their claim was rejected and has not since been renewed.

14. The Esplanade Committee was then sitting, and in 1827 the Company's Solicitor gave a long opinion on the general question rather favoring the Meerassy claim; but this opinion does not appear to me to touch the case either of lands which, until appropriated by Government, yielded no benefit to the village, nor of those in which they had neglected or refused to register their rights; and in 1838 in reporting on the West Esplanade, Mr. Robertson declares in very unequivocal terms, that as certain land was waste, no compensation could be claimed for it.

15. He maintained, and with the Board's sanction in 1839 acted on this opinion in the matter of the site required for a Masonic Lodge in the Saint Thomé limits. The claim of the Meerassidars though preferred to this ground, was finally rejected.

16. There remains one more case to which the Meerassidars of Veysurpaudy have referred—that of land purchased from them by Government for the road to the Red Hills in 1840. But as this land was held under a grant, the precedent does not apply.

17. The conclusion at which I arrive is, that Mr. Gantz has no right to enclose and occupy the land in question without the authority of Government, conveyed in the usual way by a certificate from this office. In the present case, I should not recommend the issue of such a certificate under all the circumstances, as the land may be required for repairing the Tank.

18. On the same principle I propose to refuse certain claims preferred by these same Meerassidars to compensation for land taken in Veysurpaudy for the Railway, such land having been immemorially waste, and never alienated by Government.

[No. LXXXIX.] *Extract from Proceedings of the Board of Revenue: dated 25th June 1855, on the above Letter.*

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2. The Meerassidars are unable to bring proof of the cultivation of the land within a lengthened period. It may therefore be termed immemorial waste, which cannot be alienated except with the concurrence of Government, which it is not expedient in the present instance to give.

3. It appears also clear that no certificate in conformity with the Notification of 1800 has been taken out for the land, and that by this omission, the Meerass, if ever existing, was forfeited.

[No. XC.] *Extract from the Minutes of Consultation of Government dated 11th Feb. 1856.*

With these Proceedings, the Board of Revenue submit with observations by themselves a letter from the Acting Collector of Madras, remarking on the orders of Government of September 5th 1855, No. 1020, in the case of a Meerasdar in Tanjore, which order Mr. Cunliffe had seen in a newspaper; and taking exceptions to the views therein expressed, or understood by him to be expressed, with respect to the rights of Government in waste land, Mr. Cunliffe expresses fears, which the Board appear to share, that the admission of any interest in waste land on the part of Meerasdars, may greatly increase the cost of land for the Railway and other Public purposes.

2. The order of Government thus brought into question is fully supported by Mr. F. W. Ellis, who has usually been regarded as the very best authority on points connected with the Meeras tenure. In his reply to the second of the list of questions circulated, Mr. Ellis distinctly states that Meeras extends not only to immemorial waste but also to Porumboke. But he shows also that the Meeras interest in land of the different descriptions varies much; the highest degree of it being found in the case of the Varaput and cultivable waste, the lowest in the Porumboke. The closing sentence of his very clear statement on the subject is almost iden-

tical with the concluding sentence of the Government order in question (para. 5) viz. that Porumboke land ceasing to be required for such purpose, ceases also to be Porumboke, and becomes liable to the usual laws of waste.

3. Thus the order in question is fully supported by the best authority; and the Governor in Council fails also to see in it that danger to the interests of Government which the Board and the Collector discern. Mr. Ellis distinctly states that the Meerasdars have no right to convert one kind of land into another without the permission of Government; that for example, to take the instance given by himself, they have no right to cultivate in immemorial waste without such permission. The Board's fear therefore that parties will be able under the late order, to take possession of land without leave of the Officers of Government has no good basis; the law as declared by Mr. Ellis, to which it may be added there is nothing whatever opposed in the late order, affords full means for checking this practice; though, it may be added, it is only in special and peculiar cases that it is necessary to interfere with it. And with respect to the supposed cost of purchasing immemorial waste for public purposes, it must be remembered that the interest of the Meerasdars in such land is measured not by its possible value in the event of its being brought into a cultivable state and supplied with irrigation, but simply by its actual value in its existing state, and by the real loss to the Meerasdars by its being appropriated. Thus estimated, the real exchangeable value of a very large part of the land to which Mr. Cunliffe probably refers, will be found so very small that the Meerasdars may well be willing to give it up for nothing.

4. The Government have thus stated the grounds on which their order was based; and have shown that it does not involve the ill consequences anticipated. They will add that though Mr Cunliffe brings forward the question as one of much importance in his District, it does not appear that in reality the lands in the Madras Collectorate are concerned in the question at all. The Proclamation of 1800, mentioned in para. 9 of Mr. Stokes' letter of the 16th May 1855, seems to have had the effect of cutting off from the privileges of Meeras all land not included in the certificates there referred to, in which predicament all immemorial waste land

must be; and as long therefore as that rule is maintained, such waste cannot claim Meeras rights. Under this exceptional and special rule it cannot be said (Board's Proceedings para. 2) that as respects waste, Meeras exists in all its force in the Madras Collectorate. It may be observed also that even independently of this special rule, the order of the Board in the case of Mr. Gantz and the Veysarpaudy Meerasdars, is not at variance with the order of Government as they suppose, but is in harmony with it. Meerasdars according to the law, as above explained in para. 2, have no right to convert immemorial waste to any other condition or to any other use, without the permission of Government, and the order of the Board simply maintained this law.

[No. XCI.] *Extract from the Government Minutes of Consultation: dated 8th March 1856. No. 274, R. D.*

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4. With regard to the latter circumstance, it appears to the Government that much of the labour which the Collector assigns to his Tahsildars in the matter is gratuitous and even hurtful. They understand that it is now the practice in the District of South Arcot not to allow land to be occupied afresh by any one, until the Tahsildar has first inspected it in person, or by deputing a Subordinate, enquired into the circumstances of the land of the Village community, and of the applicant, and decided, or reported and obtained the Collector's decision, as to whether the applicant should have any land, and if so how much. If this be really the course of proceeding followed, it appears to the Government that this careful and minute enquiry is not only superfluous, but actually injurious. The Village communities are certainly the parties entitled to occupy the land thus newly made available for cultivation, and they are quite competent to divide it among themselves according to local customs and known rights. If the Tahsildar merely makes this division among them, he only does that which they would do better for themselves; while if he departs from the arrangement which they would make, and gives the land to strangers, or in unfair proportions to the members of the body,

he commits a wrong. At all events much delay is caused; and much opportunity is given for corrupt exaction.

5. In their proceedings of the 11th January 1855, para. 19 the Board of Revenue approved of the course which the Collector of North Arcot proposed to pursue with respect to the waste land to be made eligible for cultivation in that District by the reduction of the assessment; viz. as they express it "to leave "it to the Meerassidars without the forcible intrusion of strangers, "to re-occupy the land formerly cultivated but now waste for a "longer or shorter period in consequence of high assessment, and "to allow them to do this, if it suits them, by subletting." The Board expressed the opinion that "it would be highly unjust to "reject or interfere with their right to re-occupy those lands, "now that it has been made practicable to hold them without "ruin;" but they add, "the right of the Government to take mea-"sures for the cultivation of the land, in cases where the Mee-"rassidars may neglect to do so, will be reserved as the Collector "proposes."* The Government fully approved those views, and ordered that they should be carried into effect.† They are equally applicable to South Arcot, where the tenures of land and village customs are much the same as in the adjoining Provinces; and in the opinion of Government they should be adopted there also. Under such a practice it will not be necessary to do more than to require that the occupation of fresh land should be notified monthly to the Tahsildar in the returns of cultivation; and the returns will be verified in this particular as in others, at the "Adungul" or examination prior to the Jummabundy. It will not be necessary that the Tahsildar should give his time to the arrangement of details of distribution, except in the very few cases in which disputes may arise respecting the division or occupation of land, among the members of the village body.

* *Printed papers page 55, para. 19.*

† *Ibid, page 63, para. 14.*

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[No. XCII.] *Extract from the Proceedings of the Board of Revenue, dated 14th May, 1856.*

1. Extract Minutes of Consultation 5th Sept. 1855, No. 1020 ordering a piece of ground to be made over to the Meerassy Claimant Rungapah Naick, contrary to the decree of the Civil Court of Combaconum in Appeal suit No. 41 of 1847, and the opinion of the Board expressed in letter to Government dated 8th August 1855, No. 2021.

2. Extract Minutes of Consultation 11th February 1856, No. 156 expressing the remarks of Government on Meerassy right, in reply to a letter from the Collector of Madras explaining that in his District immemorial waste had been sold on behalf of Government and asking instructions for future guidance.

3. Board's Proceedings of 29th April 1856, No. 1271, submitting opinion of Advocate General on the question of filing a suit against one Codundarama Moodelly from some land in Madras.

4. Extract Minutes of Consultation 11th February 1856, No. 149, directing Chunam quarries in districts round Madras to be rented out on behalf of Government.

5. Extract Minutes of Consultation 8th March 1856, No. 274, directing waste lands in South Arcot to be left to the Meerassidars instead of being given out by Government for cultivation.

In para. 9 of their Proceedings of the 29th ultimo, No. 1271 the Board expressed their intention of taking separate notice of the question of Meerassy right.

The subject has lately come before them on several occasions and its importance calls for careful consideration.

2. The state of the question appears at present to stand as follows, and is consequently much perplexed. Mr. Ellis' paper on Meeras, has been acknowledged* by Government to give an accurate description of Meerassy tenures and acting upon this view Government* gave up a claim to the free controul of waste lands, and set aside a Decree which the Civil Court of Combaconum in Tanjore had passed in its favour.

* Extract Minutes of Consultation, 11th July, 26th Feb. 1856, No. 156, Para. 2.

* Extract Minutes of Consultation 5th Sept. 1855, No. 1020.

In the same spirit Government* have declared that immemorial waste and unassessed land cannot be taken by it for public works or other purposes without obtaining it from the Meerassidars.

* Extract Minutes of Consultation, 11th July, 26th Feb. 1856, No. 156, Para. 3.

Yet at the same time Government* have ordered Chunam Quarries to be rented out on its account in Districts where Meerass exists and have upheld the sale of waste lands in

* Extract Minutes of Consultation, 11th July, 22nd Feb. 1856, No. 149.

* Extract Minutes of Consultation, 11th Feb. 1856, para. 4. No. 156.

Madras* on its behalf, on the ground that an order passed by it in 1800, set aside the rights of the Meerassidars in that District.

3. The effects of the above orders on the public interests are to be viewed, the Board consider, under the following two aspects.

1st. The acts of Government in disposing of waste land, and the various items of Revenue hitherto derived from it in its uncultivated state, are brought into question, and

2ndly. The spread of cultivation and the increase of the land Revenue, which depend on the waste land being available for prompt occupancy, are endangered if Government loses that controul over the waste which it has hitherto exercised.

4. To illustrate the importance of the subject, the Board will notice briefly the rights claimed by Mr. Ellis for the Meerassidars, first observing that the word "Meerass" is Arabic not Indian, and signifies simply hereditary property.

The leading features ascribed by Mr. Ellis to Meerassy Tenures are as follows.

Page 3. Meerassidars are stated to be entitled to a portion of the produce from all land cultivated by Payacaris or persons not Meerassidars.

P. 8, Answer 2. Meerassy right extends to waste land. Besides holding the cultivable lands, Meerassidars are stated to possess "the exclusive right of cutting firewood, working quarries &c." in the Anadi Carumbu or immemorial waste, though they cannot alter its state and cultivate it without the consent of the state.

P. 11, Answer 4. Meerassy right is declared not to be forfeited by a Meerassidar ceasing to cultivate and pay the revenue for any period during his life, or that of his son or grandson. It would only become forfeitable (that is the claimant could not regain it, if it had passed into the possession of another) after the 3rd generation or after the lapse of the period of memory, determined to be 100 years. Government it is added can only give lands temporarily to another for cultivation in the absence of the Meerassidar.

P. 34, Answer 16. *Oolcuddy* proprietors, to whom lands have descended by inheritance, and who hold them in their own right and transmit them in regular descent to their children, are declared unable to mortgage or sell them, on account of the reversionary right which is said to be vested in the Meerassidars.

5. If the above description is admitted to be accurate, the Board are unaware on what grounds Government can defend the revenue they have hitherto derived from the natural products of the country, as the "exclusive right of cutting firewood, working quarries, &c." is stated to belong to the Meerassidars. But the Public interests are affected on two still more important points. The rightful possession of those lands which have been given away by Government for various purposes during the last 50 years is called in question, and serious impediment will in the Boards opinion be raised to the future spread of cultivation. Such a result is greatly to be deprecated, as the increase of population and wealth is quickening the demand for land, and the objects of the proposed Revenue Survey and modification of Assessment will not be attained unless the waste lands are available for early occupancy. The Board will therefore offer a few remarks on this point.

6. It has been argued* that it would be the interest of the Meerassidars, if the waste was left to them, to find tenants and get it all cultivated, but there are other considerations to be taken into account. Experience has shown that when many proprietors share a village, a sense of interest alone does not always guide their conduct. The effects of indifference, jealousies, absence, or engagement in other pursuits have been found to counteract the sense of self interest, and it is not therefore safe to make the interests of Government depend on that one feeling. The Board alluded to this subject when reviewing the state of Chingleput and its neglected cultivation in their Proceedings of 14th April 1823, para 15. The remarks which they then made on the effects of Meerassidars absence and neglect are corroborated at a subsequent date by the observations of the Collector in his report of 31st July 1839, para. 130 to 132—where it is shown that the

* See Extract Minutes Consultation 23rd April 1855 para. 14 approving remarks of Collector of North Arcot in his printed report of 23rd October 1854, P. 69.

Meerassidars not only neglected their lands but impeded their cultivation by others.

7. Again, parties who take waste land from Government receive it speedily and on a safe and clear title. If they have to obtain it from the Meerassidars, they have to pay rent to them in addition to the Government Assessment and have to discover who all the Meerassidars of the village are. This is no easy task, for as the Hindoo law of inheritance divides property among the members of a family, and as some would generally be absent, while, according to Mr. Ellis, absence does not destroy Meerassy right unless continued for 3 generations, the party taking up waste land could hardly ever be certain that he occupied it with the consent of all the parties interested and was not liable to be disturbed in his possession. The Board cannot conceive that under such circumstances cultivation and improvement would advanced as readily as at present, and the whole question is early becoming more important, as the value of land is raised by the increase of population and wealth, and by a more active demand for agricultural produce and all descriptions of building materials.

8. As the claims of the Meerassidars interfere thus seriously with the Public interests, and with the rights of numerous parties now in possession of lands received from Government in Enam or on payment of Assessment, it appears to the Board that the validity and extent of these claims should be clearly established before their rightfulness is acknowledged, and on this point the Board cannot feel satisfied. Strong and positive evidence should be produced to outweigh that claim which Government has on lands which remain in a state of nature and yield no revenue to the state. Such evidence appears to the Board wanting, and they observe that Mr. Ellis leaves the supposed right of the Meerassidars in the waste vague and undefined. If they have really an ownership such as would interfere with the right of the State to turn the waste at its pleasure to useful purposes, the Board consider that Government is bound to pay the real value of the land which they take for public works. By the real value is meant that price which the land from its situation and capability of improvement would command from private purchasers. If therefore the right of

the Meerassidars to the waste is admitted, the Board consider that, that right ought not to be held valueless because the land happens at the time to be unproductive, and they are constrained with all deference to express dissent from the passage in which Government observe " the interest of the Meerassidars in such land is measured not by its possible value in the event of its being brought into a cultivable state and supplied with irrigation, but simply by its actual value in its existing state and by the real loss to the Meerassidars by its being appropriated. Thus extended, the real exchangeable value of a very large part of the land to which Mr. Cunliffe probably refers will be found so very small that the Meerassidars may be willing to give it up for nothing,"

In on; 7th May 1856.

Instead of land being thus valueless, the letter of the Collector of Madras (dated 29th March 1856, p. 6,) forwarded with the Board's Proceedings of the 7th Instant, shows that land for the Railway and other purposes will involve considerable expense, and though this consideration does not effect the validity of the rights claimed by the Meerassidars, the Board advert to it to make Government aware of the importance of the question under discussion.

10. The magnitude of the interests which are thus attached to the question of Meerassy right, leads the Board to bring it again before the Government, and they will first advert to the passage in which Government* remark that " Mr. Ellis has been usually regarded as the very best authority on points connected with the Meerass tenure." On this part of the subject, the Board would observe that the Honorable the Court of Directors disapproved the publication of that gentleman's* paper, and mistrusting his opinions, called for a more deliberate enquiry and fuller information. The question was therefore further reported on by the Board in their Proceedings of 11th December 1823, and to these as containing a very full statement of the subject, the present Board request especial reference. They commence by stating that Mr. Ellis' paper had not been circulated for the guidance of public Officers as the acknowledged law on the subject, and then express views materially different.

* Extract Minutes of Consultation, 11th July 26th Feb. 1856, No. 156, Para. 2.

* Revenue Letter 2nd June 1822, Vol. 3, of Revenue Selections.

11. On this occasion the Board laid before Government their proceedings of two anterior dates,* regarding the Districts (of South Arcot and Chingleput,) to show their opinions regarding Meerass, and observe preliminarily, para 2 " Much has been said about Meerassy rights in the Southern Provinces, much ingenuity, theory, and indeed enthusiasm are to be found in the papers written on this subject, but it is still doubtful, when and how these rights originated, what they exactly were, and whether any Native Government admitted them to the extent claimed,"

* Board Proceedings of 4th Dec. 1820, on South Arcot.
Board Proceedings of 14th April 1823, on Chingleput.

12. The Board then paras 3, 4, 18, point out that the so called Meerassidars, were originally heads of villages, and received their fees for services performed in that capacity, though they afterwards attempted to make out that they were the universal landlords of the village and received their fees in that character, a claim which in justice to the actual holders of the village lands was disallowed. The Board next (paras 7. &.8.) remark that the just rights of Meerassidars have always been and ought to be supported, but these rights imply a compact between Government and the Meerassidars. When the latter fail to perform the service and pay the revenue for which those rights were originally granted, the compact is broken and Government must look to some other person for the discharge of those obligations so necessary to its own existence. When therefore a Meerassidar neglects his land, Government must provide for its cultivation; and as this cannot effectually be done if the Meerassidar had the power, stated by Mr. Ellis, of returning and ousting the new occupant, and as no trace could be found to show that the preceding Government had ever acknowledged such a right, the Board para 16. denied its existence and rejected it as " contrary to every principle of good Government."

13. The Board then applied the same reasoning to waste lands, observing " the Meerassidar has also an interest in the waste land, and a right to a Meerah or fee when being unable to cultivate it himself, he gets a tenant who shall cultivate it and pay the usual rent to Government, though in fact he has his fee for the service he performs; but if the Meerassidar neglects or refuses to get a tenant for the waste, and the Circar is obliged to find one itself, to keep up or

increase the Revenue of the village, the Meerassidar has no right to the fee; it may either be added to the rent payable (to Government) by the tenant, or may be given up to him as an encouragement to extend the cultivation." In support of these views the Board appealed to common sense and those common principles upon which any Government and Society is founded. "Any other conclusion" they observed, "would be contrary to the principle of mutual and general expediency which alone generally gave birth to the rights of Meerassidars." "The rights of the Meerassidars are sacred, but so are those of the Government," and the latter include the manifest right of providing for the exigencies of the State by the collection of a public Revenue. This could not be accomplished if Government had not the power to dispose of waste land, and the Board represented that no proof was adduced of former Governments having ever admitted the extensive claims advanced by the Meerassidars. They also used the very important argument that those claims were inconsistent with justice and the improvement of the country, it being inequitable that after the Meerassidars had neglected tracts of land, they should be entitled to a profit when Government by the outlay of capital* constructed works of irrigation and brought them into value.

* See also on this point para. 6 of Sir T. Munro's Minute.

14. After thus stating their views, the Board remarked that besides Mr. Ellis, the Collectors of two other districts (Madura and Tinnevelly) had mentioned in reply to the Circular questions on Meerassy, that the Meerassidars had a right in the waste, though the nature and extent of this right were not defined. The Board therefore proposed to circulate some further questions to ascertain whether Government when requiring waste land, had ever purchased it from the Meerassidars, and whether any compensation might be considered due when Government took land which the Villagers had been accustomed to use for pasturage, &c. But as the* Honorable Court of Directors, before whom the Board's Proceedings were laid, considered their views on Meerass to be highly satisfactory, the subject was not further pursued.

* Minutes of Consultation, 1st June 1829—See Despatch from the Honorable Court, communicated with Extract Minutes Consultation 22nd May of 1829, No.

15. Sir Thomas Munro in writing on the subject expressed an opinion that the Board of Revenue as well as Mr. Ellis had failed to show* on sufficient proof the origin of Meerass, but he entirely differed from that gentleman on two most important points. Instead of considering Meerassidars entitled to Swamyboghum or a portion of the produce of all lands cultivated by persons not Meerassidars. Sir Thomas Munro observes "The right of the Meerassidar to derive a rent from land for which he neither pays the public revenue nor finds a tenant is certainly not acknowledged now and probably never was so at any former time."

* Minute "on the state of the Country and condition of the people" dated 31st December 1824 paras. 3 to 11.

Again with respect to the waste he writes as follows:

"The waste in Meerass Villages in Arcot is supposed by Mr. Ellis to belong to the Meerassidars jointly, and he supports his opinion by documents shewing that when a Meerassidar sells his cultivated lands, he transfers by the same deed to the purchaser his right in the produce of the waste, the quarries, mines, fisheries, &c., within the limits of the Village. But this appears to be a mere technical form, which can give no actual proprietary right in the waste. It is used in villages where there is no waste, as well as where there is, and may be used where there is no Meerass. It confers a right but not the right of ownership, to the pasture of the waste lands and the fishery of the tanks and nullahs, in common with the other Meerassidars of the village. The same right exists every where. In those parts of the Deccan where Meerass is unknown, the ryots of every village reserve the fishery and pasture to themselves, and drive away the cattle of strangers, and derive just as much benefit from the waste as those of Meerass villages. Such a right seems to be a natural one every where, and it is accordingly assumed by the Ryots of every village, without its being supposed that any formal grant is necessary for the purpose. Mr. Ellis does not seem to be very decided as to the nature of the property enjoyed by the Meerassidar in waste. He admits that he cannot break it up without the permission of the Circar. He does not say that he has any specific share of it, or

that he can sell it alone without the cultivated land, or that he can do more than sell with his arable his right of common in the waste. The Circar from ancient times has every where, even in Arcot as well as in other Provinces, granted waste in Enam free of every rent or claim, public or private, and appears in all such grants to have considered the waste as being exclusively its own property. It may be objected that if this were the case it might give away the whole waste lands of a village, and injure the inhabitants by depriving them of their pastures. It certainly might give away the whole; but whether the exercise of this right would be injurious to the inhabitants would depend on circumstances. If the lands according to the general custom of the country were left uninclosed, there would be no injury, as the cattle of the village would graze on them whenever the crops were off the ground. If the lands were enclosed, the inhabitants would be no worse off than those of many other villages whose lands are entirely cultivated and enclosed, and who are in consequence often obliged to send their cattle during the dry season to graze in distant jungles, and to incur a trifling expense for the wages of the herdsman and the tax on pasturage. This expense, even where greatest, could never have affected the right of the Circar to dispose of the waste, though it might probably have induced it to compensate the Meerassidar inhabitants for their loss, by some reduction in the Assessment of their arable lands. It has been supposed that in Meerass villages in Arcot, in the original compact between the Circar and the first settlers, the exclusive use of the waste was secured to those settlers: but it has already been shewn that in all villages, whether Meerass or not, the inhabitants reserve to themselves the exclusive use of the waste. But this right is good only against strangers, not against the Circar, which possesses, I think, by the usage of the country the absolute right of disposing of the waste as it pleases, in villages which are Meerass as well as in those which are not.* In the Deccan, in Meerass villages the corporation has not the right of disposing of unoccupied land, but the Circar has."

* Mr. Chaplin's Report. Paragraph 114.

16. These opinions have the full concurrence of the present

Board of Revenue, and are supported by the tenor of our legislation and the practice of our administration. In the Preamble of Regulation XXV, of 1802 which declares the proprietary right of the soil to be vested in the Zemindars then created, it is remarkable that Meerassidars are alluded to, and though their existence was thus known, Zemindars continue to be described as the proprietors of the land (See Section 2, Regulation 27 of 1802), and by Section 15, Regulation XXV, of 1802 they are expressly allowed to alienate immemorial waste lands at their pleasure—a right which Government has reserved to itself in Ryotwary Districts. Afterwards Government declared by Regulation IV, of 1822 that the Regulations of 1802 "were not meant to infringe the actual rights of any description of land-holders or tenants" but the evident object of this Regulation was to secure occupancy and prevent parties being summarily ousted from land in their possession. The state has since shown distinctly by its Acts that it did not thereby give up its right of disposing of waste lands. Thus in North Arcot the Collector Mr. Bourdillon writing in 1854 observes* "Land waste for few years has been freely given to all applicants, as if it were the unconditional property of Government." In Chingleput the Hookumnamahs authorize waste land to be granted to any applicant and a Puttah to be prepared in his name if the resident ryots decline to cultivate it, and in South Arcot the Collector* reports that the land-owners prefer no claim to the waste. In Tanjore also the decree of the Civil Judge, in appeal suit No. 41 of 1847, to which the Board advert in their Proceedings of 8th August 1855, and 17th December idem p. 3, supports the principle that the disposal of unoccupied and unpossessed land rests with the Revenue authorities. The Board have already alluded to the additional proof of the right of Government which is to be found in the manner in which they have appropriated waste land for public purposes, assigned it in Enam, and derived revenue from its natural products.

* Printed Report, P. 68.

* Letter from Collector, dated 16th April 1856. In Cons. 6th May 1856, sent to Government on the 6th idem.

17. The rights of the state having been thus extensively exercised, and being founded on the common principles of society

Meerassidars ought to produce clear evidence in support of their claims, before their title to the immemorial waste lands can be admitted to supersede that of the Government, and this it appears to the Board they have failed to do. The Board concur in opinion with Sir Thomas Munro that the form in which Meerassidars sell their cultivated lands is no proof that they have a proprietary right in the waste, and that such deeds passing between two private parties and affecting property in which the state has admittedly an interest, cannot have force against the Government, who are no party to the deeds and deny their validity. With respect also to the wording of the deeds, the Board entirely concur with Sir Thomas Munro that it is a mere technical form, and confers no right of ownership, but only a title to participate in those rights of pasturage and common which Villagers everywhere claim within their limits to the exclusion of strangers, and which Government allows to them as long as the waste is not wanted for cultivation or public purposes.

18. These claims to the waste are not confined to Meerassy Districts, as Sir Thomas Munro correctly observes. They exist everywhere, and everywhere is there an attempt to convert this right of common into a right of ownership. As remarked by the Board on a former occasion, "there is a "constant struggle between the Officers of "the Government and the people, the Go- "vernment to maintain the prerogative and "the Revenue, the people to lower the revenue and set up its own "privileges." For instance in Canara similar deeds are produced to support proprietary claims to the waste; and if these deeds were allowed, all those extensive and valuable forests which now yield a considerable Revenue would be lost to the State. If the rights claimed by the Meerassidars existed anywhere, they ought, Sir Thomas Munro remarked, to have been found in Canara, where private property has been known for centuries in its most perfect form; but the immemorial waste has always there been claimed as the property of the State, except when alienated by Government under special grants.

Boards Proceedings 11th December 1823, Para 6.

19. In illustration of the deeds which are executed by land-holders when selling their lands, the Board would point out that the formula is to include rivers, streams, roads and birds of the air, as well as lands both cultivated and waste with all their products. It is unnecessary therefore to dwell on the consequences which would arise if these deeds are admitted to convey any further right than an absolute title to the assessed and occupied lands, and a share as respects the waste in those privileges of pasturage, cutting fuel, &c., which the land-holders of a village are everywhere permitted to enjoy.

20. The Board would now wish to call attention to the magnitude and extent of the interests at stake. Mr. Ellis states that the hereditary possession termed Meerass which forms the subject of his replies exists in "all the Provinces under this Presidency, the Northern Circars and the Ceded Districts excepted." If therefore Mr. Ellis is correct, and the late Extract Minutes of Consultation refers to him as "the very best authority," the land-holders have a claim to the immemorial waste in all the Districts from Nellore to Cape Comorin, and Government for 50 years past has been unjustly interfering with "their exclusive right of cutting firewood, working quarries, &c.," and has appropriated lands and products to which they were entitled.

21. The Board of Revenue need not observe that in this view they cannot concur, and they consider that the just claims of Meerassidars are satisfied by allowing them the rights of pasturage and cutting fuel on the waste within their villages, and allowing them to occupy it for cultivation in preference to other applicants. The Board are aware that the claims of the Meerassidars may seem supported by the fact that Government has occasionally purchased pieces of unoccupied land from them; but the Board look on these cases

The letter of Mr. Stokes, Acting Collector of Madras, dated 16th May 1855, shows that some land taken for the Powder Mills by Government in 1803 was paid for, but that it is doubtful whether that ground was immemorial waste. Mr. Stokes gives other instances where the Meerassidars claim on unoccupied waste land was altogether rejected.

On 26th September 1826, Government sanctioned the purchase of some lands for the Palaveram Cantonment and Guindy Park, and in the list a few Cawnies of "immemorial waste" are entered. Respecting this it is first to be observed that being in a Zemindary Government had no right to it—and

2ndly that doubts appear whether it was in reality "immemorial waste."

The Zemindar received remission of Peshcush for it at the same rate as for the cultivated land, and the Meerassidars apparently received payment for it as being land which "could not be alienated from them by the Zemindar. (See Letter of Collector of Chingleput regarding some other lands obtained by Government for the same purpose—dated 16th April 1825 P. 2.)

Now if this land was immemorial waste the Zemindar could have alienated it under S. 15, Reg. XXX, of 1802.

as exceptional. They occurred in or near the Presidency where land is of high value and where Government had an object in preventing opposition and delay when it wanted ground promptly for particular purposes. Such instances the Board conceive cannot weigh against the right to dispose of the waste and derive a revenue from it, which Government has otherwise exercised for a long series of years in all the Meerassy Districts.

22. It may be occasionally expedient for Government to adopt a similar course hereafter, at least so far as to grant some* compensation to the landholders of a village, when the waste land available for pasturage is small and they are put to inconvenience by Government occupying that land for public purposes. But when Government waives the strict exercise of its prerogative and acts in this manner, the Board consider that it should declaredly be from motives of grace and indulgence. The compensation granted to the villagers for the loss of former privileges of pasturage and common should be carefully ascribed to the voluntary liberality of Government, and be distinguished from any admission that the villagers have an ownership or proprietary right in the waste as represented by Mr. Ellis. To preserve the Revenues hitherto derived from the natural products of waste lands and uphold the former Acts of Government in disposing of the waste, it seems to the Board essential that the right of the State to lands which remain uncultivated and unassessed should be vigorously maintained.

* On this subject see the remark of Sir T. Munro in p. 8 of his Minute quoted above.

23. In the provinces therefore the Board are of opinion that the claim of the State to the waste, where it has not been alienated by grants, should be invariably defended, care being taken at

C. O. Book Vol. 1, page 321.

the same time to follow the rule of offering waste lands to the resident cultivators before they are granted to a stranger applicant.

Within Madras itself the Board have recommended* a modified course, because litigation in the Supreme Court is in their opinion to be avoided, now that it appears from the Advocate General's opinion that great stress would there be laid on Mr. Ellis' description of Meerassy tenures. The importance attached to that work by English lawyers on account of its having been written by a public servant and printed and circulated by Government, would of course be increased by the knowledge that Government have recently cited it as the very best authority and acting upon this opinion have set aside a decree which had been given in its own favor.

* Board's Proceedings of 29th April 1859.
Do. 7th May, „

24. Any decision passed by the Supreme Court regarding Meerassy tenures would not be without influence in the Provinces, and it is undesirable that Government should enter into litigation on the subject in a Court where it would be under a great disadvantage. According to Mr. Ellis the interest of Government in unoccupied land depends on that land being immemorial waste, and the Board have observed in their Proceedings of the 7th Instant that the want of village accounts in Madras leaves Government without any evidence on this point except that of the Meerassidars themselves, who would have a direct interest in asserting that the land had been previously under occasional cultivation. Besides therefore the risk that the Court might pass a decision which contained embarrassing remarks on Meerassy rights in general, the spectacle of private parties contending successfully with Government for waste land might bring forth numerous other claims of a secular nature.

25. The magnitude and importance of the subject leads the Board to lay these remarks before the Government and solicit its reconsideration of the question. It is not only the past and future,

revenues derivable from forests and waste lands that are at stake, but also the rights of those numerous parties who relying on the faith and good title of Government have accepted waste lands from it and laid out sums on their improvement. The future advancement of the country, which depends on waste lands being obtainable for cultivation promptly and on a good and clear title, forms another important consideration. All these interests the Board are anxious to preserve, but they feel that their endeavours cannot be successful, while the public are able to state without power of contradiction that the records of Government uphold Mr. Ellis' opinion against that of Sir T. Munro and of the Board of Revenue of 1823, when composed of members who appear to have had a very full knowledge of the subject, and while Government acts on Mr. Ellis' opinion and waives rights which it formerly exercised. Those rights of the Meerassidars which are just in themselves, and are clearly proved and consistent with the welfare of the country, the Board are most desirous to uphold. They would carefully maintain the Meerassidars in their actual holdings, and would also allow them the option of cultivating the waste land of their villages before strangers are admitted, though this indulgence often leads to difficulties. But then the Meerassidars should take the waste land in their own names, and because responsible for its assessment whether they cultivate it themselves or by means of tenants. If they refuse to do so, the Board cannot admit that they have a right to receive fees or rent from other parties who accept the land from Government, bring it under tillage by their labour and capital, and pay the assessment due upon it to the State.

26. The interests of the public as well as of Government require that the State should have the power of giving away waste lands on a clear and good title, and the necessity of this principle will become, in the Board's opinion, more and more apparent, as the land assessment is placed on a moderate footing and the proposed Revenue Survey classifies and assesses it. The Board can now point to the effect in South Arcot of the operation of clear and distinct rules by which the land is made available to those who are prepared to cultivate it and pay the assessment, and they trust that the Government

will carefully weigh the very strong reasoning of Sir T. Munro and the Board of Revenue of 1823, before reviving a system which is said to have had so repressive an effect in Chingleput. That the waste should be given to a single person such as a Zemindar, who would have a strong individual interest in its improvement and a power of independent action, might not be very injurious; but that a large number of persons should have the power to prevent the occupancy by others while they have only an infinitesimal interest in its improvement, appears to the Board to be a system which must seriously retard the improvement of the country and which nothing but the strongest evidence could prove to have existed.

27. The Board have abstained from enlarging upon the general subject of Meerassy tenures because it has been so fully treated by their predecessors in the paper to which they have referred. Their principal object has been to remind the Government that Mr. Ellis' views have not been generally accepted, but on the contrary have been opposed by men of distinguished knowledge and experience in Indian affairs. On the importance of the subject to the public interests the Board need not further dilate, as the recently printed papers relating to the proposal general Revenue Survey* show the weight which was attached in the discussion of that measure to the principles that Government looks to the land for the funds required for State purposes, and has the right to dispose of unoccupied and unassessed lands.

* See Paras 70, 74, 78, and 79 of Minute at Pages 111 and 112.

[No. XCIII.]—*Extract from a Letter No.* 41 *of* 1856 *Revenue Department, from the Madras Government to the Court of Directors, dated* 22*d December*, 1856.

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Memorial of Rungapah Naick.
Dy. 19th Dec. 1854, Nos. 19,20.
11th Sept. 1855, „ 3,4.

35. One Rungapah Naick a Meerassidar of Mamalore in the Tanjore District having forwarded to us for transmission a Memorial to the address of your Honorable Court, complaining of having been deprived of a part of his *meerassy* land, we called upon the

Board of Revenue for a report on the subject. The correspondence above noted in the margin is the result of this reference, and the facts of the case as obtained from the papers laid before us are as follows.

36. The village of Mamalore was permanently divided into four shares or parts, to each of which was attached at the time of the survey a certain piece of land exempt from tax, to be used as a threshing floor by the ryots of that share. One of these shares belonged to Memorialist, having been inherited by him from his father. In the year 1836, one Narrainsawmy obtained leave from Memorialist's father to put up a temporary house on 18 *goolies* of his threshing floor waste, while he was rebuilding his own house. As he did not remove his temporary building, a complaint was made in 1838 to the Collector, who dismissed the complaint on the ground that the land belonged not to the Meerassidar but to the Government. In 1841, Narrainsawmy applied to the Collector for the usual grant of forty *goolies* of land for a backyard to the house which he had thus built on the threshing floor waste, and this was given him out of the same waste, notwithstanding the objections of the Meerassidar of that share, viz. Memorialist's father. It also appeared that the defendant subsequently appropriated 42 *goolies* more, in addition to the 18 obtained in the mode above indicated from the Meerassidar and the 40 granted to him by the Collector, making 100 *goolies* in all.

37. In 1844, Memorialist who had succeeded to the property, sued the defendant in the Moonsiff's Court for the whole extent in his occupation, but was non-suited. The Zillah Court on appeal ordered the case to be replaced on the file, and the Moonsiff then decreed in Plaintiff's favour. On appeal to the Zillah Court, this decree was reversed on the ground that the threshing floor waste belonged to Government, and that the case was one to be decided by the Revenue authorities, and not within the cognizance of a Civil Court. In 1851, the defendant complained that Memorialist interfered with his occupation of the land, and he was then placed by the Collector in possession, not only of the 40 *goolies* originally granted, but also of the 42 *goolies* in excess, Memorialist being ousted.

38. Memorialist's claim being thus ignored both by the Courts and the Revenue authorities, he as a last resource addressed the memorial which forms the subject of the present report. The Collector was of opinion that the Memorialist's claim was good. He argued that the waste belonged to the Meerassidar, and not simply to the Government, and he considered that the former Collector had no right to give an owner of land in one Meeras Division of the village, any part of the waste of another division, either for a backyard or otherwise. In his second letter of the 30th June, Mr. Forbes enlarged on the Meeras question, and cited various proofs in support of his position that the Meerassidars were entitled to the waste. The Board dissented from the Collector's views; they maintained that the land in question being Porumboke was no part of the Meeras, and that Government could give it to whomsoever they pleased; and they advised that things should be left as they were, Memorialist's claim having been rejected by a competent tribunal.

39. After a careful consideration of the case we were unable to concur in the Board's opinion of its merits. In addition to Mr. Forbes testimony to the custom in Tanjore which in our opinion was entitled to much consideration, we held that the best authorities were agreed that in Meeras villages the Meeras extended to waste as well as to arable land. This right we remarked was not exactly the same in regard to waste as it was in regard to arable, as was clearly explained by Mr. Ellis; but in both cases it equally excluded strangers. The Board objected on the ground that the land in question being "Porumboke" could not be regarded as simple waste; but we remarked that land required and used for roads, the sites of houses, threshing floors and some other purposes, was taken out of the arable extent as not being available for culture and was classed with rocks, hills, &c. under the term Porumboke, but that as soon as such land ceased to be required for such particular purpose, it ceased also *ipso facto* to be Porumboke, and became subject to the ordinary laws affecting waste.

40. Holding these views, we were of opinion that the Memorialist had suffered a wrong, in that his Meeras land had been given to another in spite of his opposition. We observed that it

was a wrong to give the defendant a backyard in the Memorialist's division of the village, and that it was a further wrong to replace the defendant by force of the Collector's authority in possession of other land in Memorialist's division, which he had originally acquired only by encroachment and of which by means not explained, Memorialist had recovered possession. The mode in which this injury could be redressed remained for consideration. The Civil Court had refused to interfere, on the ground that the case was one for the Revenue Department only. Without pronouncing any opinion as to the soundness of this doctrine, we yet held that it afforded ground for the executive authorities to act; and we accordingly directed that except the 18 *goolies* entered on by defendant with the permission of Memorialist's father, the rest of the disputed land held by him by virtue of the Collector's order (which we cancelled) should be placed in possession of the Memorialist. As to the 18 *goolies*, we directed them to be entered in the accounts as Memorialist's land; but as defendant's entry was lawful, that the Memorialist should be left to the ordinary legal means to oust the occupant.

[No. XCIV.]—*Extract from a letter from the Court of Directors dated 17th December* 1856, *to the Madras Government, reviewing their Proceedings of* 14*th August* 1855, *on the proposed Revenue Survey and Settlement.*

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28. In para. 27 you have referred to the rights of Meerassidars over the waste lands of their villages, and you observe that "under moderate assessment," land "will become valuable, the "rightful holders will occupy it themselves, sub-letting it or part "of it, and will no longer quietly submit to its being given away "to those who have no rightful interest in it." The question involved in this para is one of every considerable importance, and it would appear that you now propose to deal with it in a manner at variance with the practice which has hitherto prevailed. We

desire that in the disposal of waste land you will be guided by the principles laid down in para: 55 of our Despatch of the 28th July (No. 8) 1841, and paras: 31 and 32 of Despatch dated 3rd July (No. 17) 1844, and which are more fully enunciated in your Minutes of Consultation of the 1st March and 24th July 1849.

Circular Orders of the Board of Revenue, para. 321.

29. We see no reason to change the opinions respecting the rights of Meerassidars which we entertained when those paras: were written. Whenever, as in Tanjore, any remains of Meerassy right have survived to the present time, and have an actual existence, we do not desire that it should be interfered with; but where, as in the greater portion of your Presidency, it has fallen into desuetude, and has only been known in name ever since we have obtained possession of the country, we think that it would be unwise and inexpedient to make any attempt for its revival.

30. When applications for waste land are made by strangers, they should be communicated to the resident cultivators of the village, whether claiming to be Meerassidars or not; and the option should be given to them of engaging for it, finding security for the payment of the assessment. Should they, or any of them think fit to do so, they would of course be at liberty either to cultivate the land themselves or to sublet it; but the payment should be strictly enforced, in order, on the one hand to prevent transactions in the nature of land jobbing, and, on the other, to deter the villagers from engaging for land merely for the purpose of excluding others who might be desirous of holding it direct from Government, but who objected to take it as their sub-tenant. In cases where the resident ryots should refuse to engage for the waste lands of their village, Government may exercise the right of granting them to the persons applying, who would then hold the same position and possess the same rights in all respects as the other ryots of the village.

Minutes Consultation, 24th July 1849.

[No. XCV.]—*Extract from a Letter, dated 5th June 1857, from the Madras Government to the Court of Directors.*

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Correspondence relating to a disputed right to a piece of land in Madras in the possession of Codundarama Moodelly.

Rev. Dy. 6th Nov. 1855 Nos. 29-30.
Do. 14th „ „ „ 38-39.
Do. 30th June 1856 „ 2-3.

22. The correspondence recorded in the Consultations noted in the margin relates to a disputed right to a piece of land in the Madras Collectorate in the possession of one Codundarama Moodelly.

23. The history of this piece of ground is given in the Board's Proceedings of the 29th April 1856, and is as follows. Being found to be unassessed and immemorial waste, the Collector of Madras obtained the Board's sanction for putting it up to public sale on behalf of Government. This measure was opposed by Codundarama Moodelly, who maintained that it was in his occupancy; but he failed to show any title, and expressed his willingness to pay the assessment that might be placed upon it. He was afterwards successful in an action for trespass which he brought against some of the Collector's servants, who entered on the land to measure it and mark its boundaries; but the favourable decree of the Supreme Court which he obtained was founded on the fact that, as he was in actual possession, the proceedings of the Collector's servants were not sustainable in law. The soundness of Codundarama Moodelly's title to the land did not come before the Court, and this question was left untouched in the Judge's decision.

24. The Government paid the costs and damages awarded against the Collector's servants in the suit, and on the suggestion of the Board they directed that all the papers connected with the land should be placed in the hands of the Advocate General, for the purpose of obtaining his opinion as to the course of proceeding proper for the Government to follow, as respects both the right to the land and the collection of quit rent on it.

25. The Advocate General was of opinion that it would be inexpedient for Government to bring an action for the purpose of ejecting Codundarama Moodelly, and his reasons for the opinion are given at length in the Board's Proceedings to which we refer your Honorable Court. The main points are simply these, that it would not be sufficient merely to prove that Codundarama's title was defective, but that the Government's right to the land was clear and full, a point on which the Advocate General considered that grave difficulties presented themselves, especially as it involved the question of Meerassy right, which it was undesirable to bring before the Supreme Court.

26. Although the Board of Revenue thought that several parts of the Advocate General's opinion were open to question in the instances noticed by them, yet they agreed in the conclusion at which that officer had arrived, viz. that it was not advisable for Government to bring the whole subject of Meeras before the Supreme Court, which would unavoidably be done, by instituting an action of ejectment against Codundarama Moodelly. Besides the disadvantages under which the Government would be placed in bringing the suit, the subject was so difficult and complicated, and the decision would be of such importance, from the extensive interests which it would affect in Madras and elsewhere, that the Board thought it desirable it should not come before the Supreme Court, except on an unavoidable occasion, and after very full and careful preparation. They agreed with the Advocate General that the attitude for Government to assume within the Madras Collectorate was to maintain its interests by standing on possession, as much as possible; thus acting on the defensive, and leaving the *onus probandi* to those who disputed its right.

27. It remained for consideration whether Codundarama Moodelly was to be left in possession of the land he had usurped. The Advocate General was averse to this course on account of its bad example, and the encouragement it would give to future encroachments. He suggested that one Parthasarathy Iengar who purchased the land at the public sale, should receive a certificate from Government confirming his purchase, and then should be left to obtain possession by bringing, with the aid of the

Meerassidars, an action of ejectment against Codundarama Moodelly. The Collector of Madras concurred in this recommendation, and the Board, presuming that it was ascertained that Parthasarathy Iengar would be enabled to obtain the co-operation of the Meerassidars, remarked that if the end in view was simply to realize the quit rent due to Government on the land, this could be secured by receiving it from Codundarama Moodelly who was willing to pay it. But higher considerations were involved. They said that if Government gave up its right to the waste, and Mr. Ellis' views on Meeras were to be accepted, future revenue from quarries, jungles, &c., must be abandoned, and claims might be made by the Meerassidars for restitution of those sums which Government had previously received from these sources; as for example, from the Sriharicottah jungles, and chunam quarries. They further remarked that embarrassing questions would arise about the waste lands which Government had sold in the Madras Collectorate, and had given away in endowing Chuttrums, or remunerating its village servants in the adjoining Districts.

28. The Board intimated that the subject of Meerassy right in the waste had lately come before them in an important manner, and that they would advert to it in separate proceedings; but as regards the present matter, they thought on the whole that the best course would be to direct the Collector to levy quit rent from Codundarama Moodelly as the party who had been declared in possession by the Court. They however solicited our instructions as to which of the two courses should be pursued, merely further observing that if the purchaser was left to recover the land by a Civil suit, his expenses should be defrayed by Government, inasmuch as all public sales had hitherto taken place on the understanding that possession would be made over to the purchaser.

29. Whatever may be the respective rights of Government and of the Meerassidar in the waste, it seemed to us quite evident that Codundarama Moodelly had come into possession of the land in question without right derived from any quarter; but taking all circumstances into consideration, we were disposed to adopt the

last mentioned recommendation of the Board, viz. to levy quit rent from Codundarama Moodelly, and we accordingly directed that the price paid for the land by Parthasarthy Iengar, viz. Rupees 80-11-10, should be returned to that individual.

30. Noticing in the concluding para. of the Board's Proceedings that they proposed to instruct the Collector to make a list of unalienated pieces of land in the Madras Collectorate, and to call in the aid of the Police when necessary to resist encroachment upon them, we resolved, before giving our approval to this proposition, to ascertain whether the Police had the power to act in such a case, and what the ultimate effect of such interference would be; as it seemed to us not unlikely to lead to the result which the Board were so anxious to avoid, viz., to bring the question of Meeras rights in waste before the Supreme Court. We desired the Board to state whether the interests of Government would not be sufficiently secured by levying quit rent on the land. At all events we were of opinion, that the course thus proposed by the Board should be strictly confined to cases of such undeniably wrongful entry as that of Codundarama.

Meerassy right in waste land.
Dy. 12th February 1856, Nos. 40-41
„ 27th January 1857, Nos. 29-30

31. In our Letter of the 22nd December 1856, No. 41, paras. 35 to 41, we reported to your Honorable Court our proceedings in respect to a memorial presented by one Rungapah Naick, a Meerassidar of Mannealore in the Tanjore District, complaining of having been deprived of a part of his Meerassy land. Mr. Cunliffe, the Acting Collector of Madras, having seen our decision in this matter in a newspaper, and taking exception to the views therein expressed, or understood by him to be expressed, with respect to the rights of Government in waste land, addressed the Board of Revenue on the subject, and expressed his fears that the admission of any interest in waste land on the part of Meerassidars, might greatly increase the cost of land for the Railway and other Public purposes. The Board entertaining the same apprehensions, saw fit to lay before us Mr. Cunliffe's Letter with their own opinion upon the subject, and in our proceedings of the 11th February, 1856, we recorded our view of the matter.

32. We remarked that the order of Government thus brought into question was fully supported by Mr. F. W. Ellis, who had usually been regarded as the very best authority on points connected with the Meeras tenure; that Mr. Ellis, in his reply to the second of the list of questions circulated, distinctly stated that Meeras extended, not only to immemorial waste, but also to Porumboke, and that he shewed also that the Meeras interest in land of the different descriptions varied much, the highest degree of it being found in the case of the *varaput* and cultivable waste, the lowest in the Porumboke; and that in our opinion the closing sentence of his very clear statement on the subject was almost identical with the concluding sentence of the Government order, viz., "that Porumboke land ceasing to be required for such purpose, ceased also to be Porumboke, and became liable to the usual laws of waste."

33. Thus we observed that the Government order was fully supported by the best authority, and that we failed to see in it that danger to the interests of Government which the Board and the Collector discerned. Mr. Ellis distinctly stated that the Meerassidars had no right to convert one kind of land into another without the permission of Government; that for example to take the instance given by himself, they had no right to cultivate in immemorial waste without such permission. The Board's fear that parties would be able, under the Government order, to take possession of land without leave of the officers of Government had therefore no good basis; the law, as declared by Mr. Ellis, to which there was nothing whatever opposed in the Government order, afforded full means for checking this practice; though it was only in special and peculiar cases that it was necessary to interfere with it. With respect to the supposed cost of purchasing immemorial waste for public purposes, we thought that the interest of the Meerassidars in such land was measured not by its possible value in the event of its being brought into a cultivable state and supplied with irrigation, but simply by its actual value in its existing state, and by the real loss to the Meerassidars by its being appropriated. Thus estimated, the real exchangeable value of a very large part of the land to which Mr. Cunliffe very pro-

bably referred, would be found so very small, that the Meerassidars might well be willing to give it up for nothing.

34. Having thus stated the grounds on which our order was based, and showed that it did not involve the ill consequences anticipated, we added that, though Mr. Cunliffe brought forward the question as one of much importance in his District, it did not appear to us in reality that the lands in the Madras Collectorate were concerned in the question at all. We remarked that the proclamation of 1800, mentioned in para. 9 of Mr. Stokes' letter of the 16th May 1855, seemed to us to have had the effect of cutting off from the privileges of Meeras, all land not included in the certificates there referred to, in which predicament all immemorial waste land must be; and that as long, therefore, as that rule was maintained, such waste could not claim Meeras rights. Under this exceptional and special rule, it could not be said that, as respects waste, Meeras existed in all its force in the Madras Collectorate. We remarked also that even independently of this special rule, the order of the Board in the case of Mr. Gantz, and the Veyasarpaudy Meerassidars, which was referred to by them, was not at variance with the order of Government, but was in harmony with it. Meerassidars, according to the law, as above explained, had no right to convert immemorial waste to any other condition or to any other use, without the permission of Government, and the order of the Board, we remarked, simply maintained this law.

35. In pursuance of their promise, of which notice will be found in para. 29 of this communication, the Board of Revenue again took up the question of Meerassy right, and in their proceedings of the 14th May 1856, they submitted their views at length, quoting the different orders that had been issued from time to time, and the effect they were likely to have on the public interests. We refer your Honorable Court to these Proceedings for information on all the points touched upon, only observing in this place that we did not think it necessary, in considering the Board's observations, to enter so minutely into the subject as they

Dy. 27th Jany. 1857, Nos. 29-30.

did, because there did not appear to us to be so much difference between our views and those of the Board as the latter supposed. It seemed to us that the Board had unnecessarily taken alarm at their own forced construction of the observations recorded in the papers referred to in their proceedings, and that there was no material opposition between those observations, and the views to which the Board alluded in para. 13 of their Proceedings, as having been approved by your Honorable Court.

36. With the exception of those passages in which the Board discussed the origin of the Meeras tenure, and its general incidents and effect, nearly the whole of their arguments were directed against any right in Meerassidars to an exclusive interest in unoccupied and unreclaimed waste. But it was doubtful whether this exclusive right, in the sense intended by the Board, was upheld by any one at the present day, and it might perhaps even be doubted whether the late Mr. F. W. Ellis himself intended it. The mention by him of productive trees, in speaking of "immemorial waste," referred evidently to certain interests of Government in such land; and if they had a claim to a tax on trees standing in such waste, it did not appear to us why they should not have a right to tax quarries there also. But whatever might have been Mr. Ellis' opinion on this point, we did not apprehend that the doctrine combated by the Board was held by any authorities. We have referred specially to the doctrine that Meerassidars had a right to payment on unoccupied and unreclaimed waste, taken and held by others not through their agency. We apprehended that the views on this subject recorded by Sir Thomas Munro would be generally acceded to, viz. that Meerassidars had no rights over lands reclaimed by others without their agency, and that their rights in regard to immemorial waste were good against strange ryots but not against the Government; and it was the established rule, prescribed by your Honorable Court, that waste land in a village was not to be given to a stranger until it was first offered to, and refused by the resident ryots or Meerassidars.

37. It did not appear to us that in the orders quoted by the Board, we used language at variance with the foregoing views.

We remarked that the case of Rungapah Naick, Meerassidar of Mannellore in Tanjore, was one of a totally different character, the land in dispute not having been unoccupied waste. On a formal and equal division of the village into four parts, a certain extent of land had been apportioned to each section of the Meeras proprietors for a threshing floor, and had been so used from that time forward. At a subsequent period, a Meerassidar of one of those sections contrived to obtain possession of portions of the threshing floor attached to a different section; and the claims of the rightful owners under the aforesaid division, were resisted on the ground that the land was Porumboke, and therefore the property of Government, and not of any ryot. This plea, we observed, was upheld by the Revenue authorities then in the District; but on the Plaintiff coming up with a Memorial, we investigated the merits of the case, and afforded him redress. To have refused it on the plea urged by the temporary holder of the land, and maintained by the Board of Revenue in their Proceedings under report, would have been a clear invasion of private property. We remarked that the land was not unoccupied waste, or waste at all, except in the sense in which land occupied by a house and backyard could be called so; it had been held for years as private property, just as houses and backyards are so held though paying no assessment; and land is similarly held for the same purpose in almost every village throughout the country.

38. It was incorrect too to say, as the Board did, that the order in question set aside a decree passed by the Court of Combaconum in favor of Government. The Court passed no decree at all on the merits of the case; it merely declared that the case was one for the decision of the Revenue Department only. The correctness of this doctrine might be doubted; but as it was thus declared, and as it left no other means of redress open to the Plaintiff, the Government, as head of the Revenue Department, interfered and over-ruled the order of the local Revenue authorities.

39. The Government did not declare, as the Board alleged, that immemorial waste and unassessed land could not be taken by

them for public purposes, without obtaining it from the Meerassidars. On the occasion referred to, Mr. Cunliffe, the Collector of Madras, argued that on the analogy of the order above noticed in the Tanjore case, Meerassidars could claim payment for such land so taken; and he represented the large sums which would be so payable for the land in the Madras Collectorate needed for the Railway. In reply, we pointed out that, even if there were such a right on the part of Meerassidars, its value would be scarcely appreciable in the case of such waste generally. The argument, or rather the assertion, with which the Board met this remark of the Government, viz. that waste land so taken must be priced, not at its actual value, but at its possible future value in the event of improvement, appeared to us wholly unsustainable, and opposed alike to reason, and to universal practice.

40. The Board objected strongly to Mr. Ellis being regarded as an authority on the subject of Meeras, and quoted at much length previous papers from their records, as well as a Minute by Sir Thomas Munro. There was no doubt that there was much difference of opinion on the subject of Meeras; some writers upheld it strenuously, and beyond what ascertained facts would warrant, while others denied its existence altogether. These opinions depended partly on the tendency of individual minds, but they also varied in a great degree according to the parts of the country in which officers were chiefly employed, and with the usages of which they became conversant. In some districts, Meeras certainly existing at the commencement of British rule, was almost wholly ignored and set aside in the early settlement of the revenue, and had, in a great degree, ceased practically to exist; in others, especially Tanjore and Chingleput, it was recognized as a distinct institution; while in others again, the treatment had been intermediate. In some Districts, on the other hand, especially Bellary and Cuddapah, it could not be said that Meeras existed at the time of our assumption.

41. We observed that Mr. Ellis who had given more careful consideration to the subject of Meeras and had more minutely and exactly investigated its incidents, than any other officer, was employed in and wrote concerning the Madras Collectorate, where

the institution existed with as much vigor perhaps as in any other part of the county. It was not strange therefore that he should have formed very decided opinions on the subject. It might be, that his views, on some points, were extreme; or that some parts of the system, belonging to it originally, might have become obsolete in the lapse of time, as has been the case with unwritten laws in all countries. But however this might be, we could not but think that Mr. Ellis' careful research gave him a title to be regarded as an authority on the subject, though not as an infallible guide. The antiquarian turn of Mr. Ellis' mind might have led him to allow more weight than they merited to traditions of ancient usages, and as the Board surmised, to accept assertions respecting such old customs, without sufficient proof. With much respect for Mr. Ellis' judgment on the subject, the Government, we observed, were aware that his opinions upon it were not to be received implicitly on all points. We admitted also, that in our former order, the necessity of such reservation was not expressed with sufficient clearness; an omission which we remarked, no doubt tended, to produce in the Board of Revenue that mistaken impression as to our views, which was adverted to above.

42. We deemed it expedient to record these remarks, in order that our views on the subject of the rights of Meerassidars in immemorial waste might be clearly understood by the Board of Revenue, and in order to correct their misapprehension on the subject. We expressed our hope that the Board would now no longer feel any difficulty in dealing with questions of this nature; and we distinctly gave them to understand that, in no part of our orders which were thus brought into question, was there any intention to abandon the rights in the soil, vested in Government as the paramount authority.

[No. XCVI.]—*Extract from the Proceedings of the Board of Revenue, dated, 15th July* 1857. *No.* 2400.

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22. In paras. 28, 29, 30 of their despatch, the Court observe that the Government appear to deal with the subject of "Meerassee" in a manner at variance with the practice which has hitherto prevailed. The Court were no doubt under the impression, that in the new scheme for Survey and Assessment, the Government intended to acknowledge the claims of the so called Meerassidars in districts where since our acquisition of the country these rights have been merely nominal, and to give up to them the disposal of the waste land in their villages. The Government certainly speak in para. 27 of the Extract Minutes Consultation of 14th August 1855 of "individuals and classes *exclusively* entitled by the ancient custom of the country to the occupation of the soil," and look for the time when "the rightful holders will occupy it themselves, sub-letting it, or part of it, and no longer quietly submitting to its being given away to those who have no rightful interest in it." The views of Government regarding Meerassee were also so interpreted by the Board, in reference to other correspondence, and they have fully recorded their opinions in their Proceedings of the 14th May 1856, which the Government took into consideration in the Extract Minutes Consultation of 23rd January 1857. The Board are still disposed to adhere to the views of Sir T. Munro (in his Minute of 31st December 1824) regarding Meerassee, in preference to those of Mr. Ellis, and they cannot but think they had reason to apprehend an undue extension of what are supposed to be Meerassee villages, when the Government in Extract Minutes Consultation of 8th March 1856, objected to the usual and well known system of receiving Durkhasts for waste lands, and condemning it as an interference, desired that the villagers should be left to make their own arrangements as to the disposal of the waste. It was also the deliberate opinion of the Advocate General, (Board's Proceedings 29th April ,1856, No. 1271) that the Government had officially

declared their adherence to Mr. Ellis' views on Meerassee, and that in any question before the Supreme Court, they could not attempt to oust a so called Meerassidar who surreptitiously obtained possession of waste land. The Board trust that as regards the provinces, the question is now so far set at rest by the decision of the Court of Directors, as to guide the Revenue officers, and that when the old residents of a village whether they call themselves Meerassidars or not, decline to cultivate (or else pay for) waste land, the usual puttahs may be given to Durkhastdars without forcing them to become sub-tenants of the old residents, and that the influence which the so called Meerassidars have hitherto exercised in keeping much land out of the occupation of others though not occupying it themselves, may be put an end to.

[No. XCVII.]—*Question whether Ulcudis can sub-let the lands they occupy. The District Munsif considered they could; the Principal Sudr. Amín reversed his judgment; and on appeal to the Sudr. Court, the original judgment of the District Munsif was confirmed, on the ground that there was no stipulation not to sub-let.*

O. S. No. 185 *of* 1857 *on the File of the District Moonsif of Caroongooly Zillah Chingleput.*

Plaintiffs.	*Defendants.*
1. CUNNEYA PILLAY.	1. KISTNAMA CHARRYAR.
2. TONDAVAROYA PILLAY.	2. VEERASAWMY PILLAY.
Pleader.	3. CHITHUMBARA PILLAY.
VENCATA SOOBBIER.	

Ex-parte as regards the 1st Defendant. Decree of the District Moonsif.

Plaint.

Plaint put in on the 24th June 1857 sets forth,—

1st. That about 60 years ago, the Plaintiffs' ancestor, Ponna Pillay, as Soogavasee ryot, improved 4 5-16ths Cawnies of land at Timmavaram referred to in the Plaint; that ever since, himself

and after him the Plaintiff enjoyed the same with puttahs in their names; that about 8 years ago the above lands were let to the 2d Defendant under Swamybogum tenure.

2nd. That with the aid of the 2nd and 3rd Defendants, the 1st Defendant got puttah for the above lands, issued in his name for Fusly 1266.

And that therefore Decree may be passed directing the Defendants to restore the land to the Plaintiff.

2nd Defendant's Answer.

The answer of the 2nd Defendant dated the 7th July 1857 denies his having given aid to the 1st Defendant, and admits to be true the rest of the circumstances alluded to in the Plaint.

3rd Defendant's Answer.

The answer of the 3rd Defendant dated 9th Idem denies the knowledge of the Plaintiffs having let the litigated lands to the 2nd Defendant, admitting at the same time the rest of the circumstances in the Plaint to be true.

The 1st Defendant not having appeared according to the time fixed in the Istiar, the case is tried ex-parte regarding him.

Points.

Plaintiffs should prove 1st the enjoyment by the 1st Plantiff's father, and 1st Plaintiff, of the disputed lands, and their title to it.

2d They should also prove the date on which the 1st Defendant obtained Puttah for those lands, as well as the sale thereof.

The 1st Defendant appears, and explains the circumstances which induced him to allow the case to go ex-parte. The Court cannot however receive his answer after the production of the Plaintiffs' list of witnesses. The following deposition was therefore taken from him.

In his Deposition dated 28th and 29th August the 1st Defendant admits that from the time of Pymash, up to Fusly 1261 Puttah had been continued for the disputed lands in the name of Ponna Pillay; that it was transferred to his name in Fusly 1262; that from the following Fusly up to 1265 Puttah had been continued in the name of the 1st Plaintiff, and that it was issued in his name in Fusly 1266.

Plaintiff's Exhibits.

none.

Plaintiff's Witnesses.

1. (No. 20) N. Gunga Reddy..... 1.
2. (No. 21) Toppay Gounden..... 2.
3. (No. 22) Chithambara Pillay..... 3.

1st Defendant's Exhibits.

I. (No. 16.) Extract of the Kyfeut Namah, dated 28th March 1853.

II. (No. 17.) Extract of the Memorandum showing the transfer of puttah in 1262.

III. (No. 18.) Extract of Kyfeut Namah, dated 29th March 1857.

IV. (No. 19.) Extract of a Memorandum showing the transfer, of Puttah which took place in 1266.

Judgment.

1. The Deposition of the 1st Defendant itself shows that he illegally got puttah issued in his name for the lands in dispute.

2. The Witness No. 20 states that Ponna Pillay, and others got possession and enjoyment of the litigated land for a period of 50 years; that after him Puttah had been issued in the name of Ponna Pillay nephew of the former; that the 1st Plaintiff is the son of Chinna Ponna Pillay; that the 2nd Plaintiff is his Plaintiff's junior uncle; that before the issue of Puttah in the name of the 1st Plaintiff's father, Ponna Pillay, he presented a *razeenamah* to the Circar, praying that Puttah for the litigated lands and some other lands of the same extent might be issued in his and the 2nd Plaintiff's father, Auremoottoo's names; that the 1st Defendant attested this *razeenamah* as did this Witness; that on a false report, the 1st Defendant obtained Puttah in 1262 for the lands under dispute; that in the following Fusly, Plaintiffs pre-

ferred complaint to the Collector, and the Puttah which had been illegally issued in the name of the 1st Defendant, was transferred to the 1st Plaintiff's name from Fusly 1263; and that the 1st Plaintiff let the disputed lands to the 2nd Defendant's father for cultivation. The Plaintiff's 2nd Witness (No. 21) corroborates the above evidence. The 3rd Witness (No. 22) who is a Village Curnum states that the 1st Defendant forcibly took a Kyfeut from him and illegally obtained Puttah in his name for Fuslies 1262-66. The 1st Defendant alleges that he does not recollect whether he had attested the said *razeenamah*.

3. On a consideration of the 1st Defendant's Deposition and the evidence of Witnesses the Court is astonished to see the 1st Defendant who gave false report to the Circar that the possessor of the land was absent from the Village, obtained Puttah in his name, and in the absence of any enquiry touching it, and contrary to the usage prevailing in the District in getting *razeenamah* from the Puttah holder, and without asking for the same the Puttadar who lived near him. Unless Payacaree ryots, like the Plaintiff, become issueless, the Meerassidars should not take possession of their Kyput lands. The Payacaree Ryot is considered to possess equal right with the Meerassidar except the former has no power to dispose of their Kyput lands.

(Vide Para. 74 of Mr. Place, dated 8th June 1799.)

4. It is therefore Decreed that the Plaintiffs established their claim fully; that the Puttah obtained by the 1st Defendant is cancelled; that the 1st Plaintiff should get Puttah issued in his name; that the 2nd Defendant do restore to the 1st Plaintiff the litigated lands; that the 1st Defendant do pay the Plaintiffs the costs of the Suit with interest from this date at one per Cent per mensem; and that the 3rd Defendant is exonerated from liability to the Suit.

Signed and Sealed on 31st August 1857.

(Signed) VEERASAWMY,

D. M.

Original Suit, No. 185 *of* 1857, *on the file of the District Moonsiff of Caroongooly.*

Plaintiffs.	*Defendants.*
	versus.
1. Cunneya Pillay.	1. Kistnama Charriar.
2. Tondavaroya Pillay.	2. Veerasawmy Pillay.
	3. Chethumbara Pillay.

Appeal Suit No. 183 *of* 1857.

Appellant (1*st Defendant*).	*Respondents* (*Plaintiffs*).
	versus.
Kistnama Charriar.	1. Cunneya Pillay.
	2. Tondavaroya Pillay.
Vakeel.	*Vakeel.*
Rozel Iyer.	Soondara Moodelly.

1. Plaintiffs instituted this suit stating that, about sixty years ago, their ancestor, Ponna Pillay, as a Soogavasee ryot of Timmavaram, improved 4 5-16th cawnies of land, and continued to enjoy them; that, about eight years ago, they were let to the 2nd defendant for Swamybogum; that, with the aid of the 2nd and 3rd defendants, the 1st defendant caused the issue of puttah in his name; and that, therefore 4 5-16th cawnies of Nunjah and Poonjah land, yielding an annual assessment of Rupees 18-7-8, may be recovered to them.

2. The District Moonsiff, who examined the case, passed Decree on 31st August 1857, directing the 2nd Defendant to restore the litigated lands to the 1st Plaintiff.

3. Dissatisfied with the above decision, the 1st Defendant appealed.

4. The appeal petition sets forth that this Defendant was absent from the Village when notice and *istiar* were issued to him; that though he brought this fact to the notice of the District Moonsiff, yet he refused to receive the answer; that the Plaintiffs are not the heirs to Ponnambala Pillay, who cultivated as Soogavasee ryot; that this Defendant is the Merassidar; that almost all the lands of the Soogavasee ryot, who left and went away from his

Village, came to the possession of the 1st Defendant, who got puttah issued in his name; that the Plaintiff's witnesses gave false evidence, as is evident from the documents Nos. 16, 17, 18 and 19; and that therefore, an order may be passed directing an answer to be received from this Defendant, and a Decree passed afterwards.

5. The appeal answer alleges that when notice and *istiar* were issued in the original suit to the 1st Defendant, he (1st Defendant) was present in the Village; that the 1st Plaintiff is the grandson of Ponna Pillay; that the fact of the puttahs being continued in the names of Ponna Pillay and the 1st Plaintiff, has been proved by witnesses Nos. 20, 21 and 22; that the 1st Defendant, with the aid of the Naib Sheristadar, who is of the same caste as the 7th Defendant, caused puttah to be issued in his name and usurped the lands; and that therefore, the original decree may be confirmed.

Judgment.

6. On a careful consideration of the original records, the *Principal Sudr. Ameen* cannot confirm the original Decree.

7. The original Plaintiffs themselves admit that the Appellant is the owner of the Village in which the lands under dispute are situated.

8. The Court of Sudr. Udalut have passed final decrees that in Zillahs wherein Meerassee right is established, the Meerassidar, and not others of such Village, is the proprietor of all the lands situated in that Village.

9. Although the original Plaintiffs were Oolcoodees, as per opinion of the District Moonsiff, apparent on the face of the records, or Paracoodees, yet, if they were *payacaree* ryots, they have not the proprietary right.

10. As they have not the proprietary right of the lands in question, they are not entitled to let the same to others for Swamybogum. They must cultivate such lands themselves, or leave them to the proprietors thereof. This is just. For the proprietor, at the commencement, consented to let the lands to the Plain-

tiffs simply for cultivation. The allegation of the Plaintiffs that they let the litigated lands for cultivation to the 2nd Defendant under Swamybogum tenure, is not therefore, admissible.

11. It appears that the 1st Defendant got puttah issued in his name for the litigated lands, as the proprietor thereof.

12. The Principal Sudr Ameen does not think, as an authority, the opinion of Mr. Place, pointed out by the District Moonsiff. After the establishment of British Government in India, a correspondence took place between this Government, Court of Directors, and the Revenue Board, to ascertain, for the sake of the welfare of the ryots, whether the establishment of ryotwar system or mootah system would be proper. The then Collectors were required, from time to time, to give their opinions regarding the said systems. It appears that they gave different opinions. The opinion of Mr. Place is one among them. But the Principal Sudr. Ameen is not aware of the execution of any state paper, showing that higher authorities have passed final Decrees confirming, as correct, the above opinion. The Principal Sudr. Ameen thinks that the Decrees of the Court of Sudr. Udalut, passed to the effect that the Meerassidars of lands are the full proprietors; and that no others but themselves possess such proprietary right, have totally changed the opinion of Mr. Place, if it intended to place the *payacaree* ryots almost on a par with the Meerassidars. If, as said above, the *payacaree* ryots have no right to let to others, under Swamybogum, the lands they have cultivated, the same must have been taken possession of by the Meerassidar during the absence from the Village, of Pereya Ponna Pillay in question. If the above lands came to Ponna Pillay's possession on the ground of his being his elder brother's son, the same must have been taken possession of by the Meerassidar when Chinna Ponna Pillay's descendants left the village. Should their (Plaintiffs) allegation, that they let them to the 2nd Defendant under Swamybogum, be confirmed, the proprietary right is really destroyed.

The Principal Sudr. Ameen, therefore, reverses the original decree, with all costs, and dismisses the original plaint.

Signed and Sealed, this 30th March 1858.

(Signed) T. ALLAHGHIAH,

Principal Sudr. Ameen.

To

THE HONORABLE THE JUDGES OF THE COURT OF SUDR. UDALUT.

The humble petition of Cunneya Pillay and Thondavaroya Pillay, Plaintiffs in original Suit No. 185 of 1857 Talook Moonsiffs Court of Caroongooly, and Respondents in original Suit No. 183 of 1857, Civil Court of Chingleput, presented by his Counsel, J. W. Branson, Esq., Barrister-at-Law—

SHEWETH,

Your Petitioners herewith submit copies of original and appeal Decrees, and being aggrieved by the latter, humbly appeal therefrom to this honorable Court, on the following grounds.

1. Under Clause I. Section IV. Act XVI. of 1853.

1st. That Plaintiffs have established a legal right to recover possession of the land in dispute.

2nd. That the Appellant has established no title thereto.

3rd. That 2nd Defendant cannot dispute Plaintiff's title.

4th. That the length of possession alone, in this case, is sufficient to confer a valid legal title on Plaintiffs, and to bar any pretension of right on the part of the Appellant.

2. Under Clause II.—Misconstruction of puttah, in that it confers no title.

Your petitioners, therefore, humbly pray that the said Appeal Decree be reversed, and the original Decree confirmed.

(Signed) J. W. BRANSON,

10*th July* 1858. *Barrister-at-Law.*

Decree of the Court of Sudder Udalut.

Before the District Moonsiff of Caroongooly; Original Suit No. 185 of 1857.

Before the Principal Sudder Ameen of Chingleput; Appeal Suit No. 183 of 1857.

Court of Sudder Udalut; Special Appeal Suit No. 163 of 1858.

L. S.

Special Appellants.		*Special Respondents.*
CUNNEYA PILLAY and another.	*versus*	KISTNAMA CHARRIAR and 2 others.

The Plaintiffs and their ancestors have long been tenants of the land in issue under the 1st Defendant, the Meerassidar, and his ancestors. The 2nd Defendant is sub-tenant under the Plaintiffs, and the Suit has been brought to eject him.

The District Moonsiff gave Decree according to the plaint, and on appeal the Principal Sudder Ameen dismissed the Suit, holding that the sub-letting the land was an invasion of the rights of the Meerassidar.

The Sudder Udalut admitted a Special Appeal from the above Decree on the grounds appearing below.

Mr. Branson appeared for the Plaintiffs, and Mr. Mayne and Ramanooja Iyengar for the Defendants.

Judgment.

The Sudder Udalut consider the Decree of the Principal Sudder Ameen to be erroneous. Unless there be some term in the lease excluding sub-letting, a tenant has clearly the right to sub-let. The Court resolve therefore to reverse the Decree of the Principal Sudder Ameen and to affirm that of the District Moonsiff.

The costs in Appeal and Special Appeal are to be paid by the 1st Defendant.

5th March 1859.

[No. XCVIII.]—*Decree of the Court of Sudr. Udalut in Special Appeal Suit No.* 19 *of* 1859, *dated, 30th April* 1859.

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*Special Appellant.** *Special Respondent.*

ALAGAPPA MOODELLY. *versus* RAMASAWMY MOODELLY.

Special Appeal from the Decree of the Civil Judge of Chingleput (W. DOWDESWELL), *in Appeal Suits Nos.* 113 *and* 133 *of* 1857.

Held, that a zemindar cannot let his lands to a third party, without giving the meerassidar the option of renting them; but that if the merassidar refuse to rent them, the zemindar may let them to any other person, either for one year, or for a period of years, at the expiration of which term, the lease must be again offered to the meerassidar.

This suit is associated in subject matter, and interest, with appeal Nos. 18, 23, and 24 of 1859.

The plaintiff holds a lease of certain land for ten years from the zemindar, and complains that on proceeding to cultivate the same, he has been obstructed by the defendants, of whom the first is the meerassidar. He sues for the land and damages.

The first defendant made answer, and the other defendants left the suit to be decided as respects themselves *ex-parte*.

The District Moonsiff awarded the plaintiff damages to the amount of Rs. 190-10-3, to be paid by first defendant, but held that it was an invasion of the right of the first defendant as meerassidar that the zemindar, on his refusal to accept a puttah and cultivate, should rent out the land for more than a year, and on this ground refused possession of the land to plaintiff.

The plaintiff appealed. The Civil Judge was of opinion that the first defendant had not refused to accept a puttah from the zemindar, and looking upon the lease to the plaintiff as totally void, he dismissed the plaintiff's suit with costs.

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* *Present*: G. S. Hooper, T. L. Strange, and H. D. Phillips—*Judges*.

The Sudder Udalut admitted a special appeal to determine the points of law involved in the case as appearing below.

Mr. Branson and Sadagopah Charry appeared for the plaintiff, and Mr. Mayne for the first defendant.

Judgment.

It appears by a communication made by the Collector to the zemindar under date the 16th January 1855, marked 30 in this suit, that the first defendant, the meerassidar, had expressed his willingness to accept a puttah from the zemindar; that the said defendant subsequently gave in a Moochilika for more land than was entered in such puttah, and said he would accept a puttah for such larger amount; that the Collector accordingly directed the zemindar to prepare a puttah for such larger amount, and that when a puttah was so prepared, the defendant refused to accept it. The said communication thereupon authorizes the zemindar to let out the land to others. This permission, it is to be observed, was given by the Collector pursuant to the power vested in him by Clause 1st, Section VIII, Regulation V of 1822. The district moonsiff concluded from the above circumstances, that the defendant had refused to cultivate the land, and that it was open to the zemindar to put in another to cultivate it. The Civil Judge has however held that the fact of the zemindar having received a Moochilika from the defendant being proof of the latter's consent to cultivate, had deprived the zemindar of power to deal with any other. The Civil Judge does not notice the subsequent and final refusal of the defendant to accept the puttah drawn up in conformity with the aforesaid Moochilika and his own wishes. This refusal, it is obvious, nullified whatever might be deduced from the zemindar's acceptance of the Moochilika. The Moochilika was premature. It is a document of a counterpart description, to be given in upon reception of the puttah. The puttah is the foundation of the transaction, and without it there has been no lease. The defendant stood thus without a lease, and when one was offered to him he refused it. This was his last act, and by it he should necessarily be bound. The Court, therefore, concur with the district moonsiff that the lease was refused, and that it was open to the zemindar to let out the land to another.

Upon this arises the important question whether in so doing the lease to the new party can be but for one year, so as to give the meerassidar the opportunity of taking up the land in the succeeding year, or whether there is no such limit, and the lease may be for a term of years.

The pleaders on neither side have produced precedents to show that the question has hitherto been pronounced upon, nor have any been cited by the courts below in the decisions now under review. Mr. Mayne referred to certain treatises on Meerassy rights; but the only passage perused by him, namely, from Mr. Ellis's papers, bearing on the question, went adverse to his argument and showed that the writer held that a zemindar might grant land to another than the meerassidar on a term of years.

The Civil Judge has entered upon the question and his opinion coincides with that of the District Moonsiff. He lays it down that where the meerassidar refuses to bring waste land under cultivation, the zemindar may rent it out to another for a term of years, or even permanently; but that where the cultivation refused is of arable land, the zemindar can give it out to another for but one year.

Regulation XXX of 1802 certainly contemplates leases for but one year on puttahs to be annually renewed, and makes exception in respect of leases for building purposes, &c., or, to bring waste lands into cultivation, which may be for a term of years. The object of this last declaratory clause is avowedly to point out that such leases as are therein described shall be binding on the succeeding zemindar. The law however does not expressly prohibit the zemindar from making long leases in any case to be binding upon himself for the term of his own life, and in the apprehension that this and other directory regulations might be taken as defining and limiting rights, Regulation IV of 1822, was passed, wherein it is announced that they have no such force, and that all such rights are "determinable by judicial investigation only." Regulation XXX of 1802, it is thus apparent, affords no rule for settlement of the matter under debate.

It is scarcely open to question that a zemindar may grant a meerassidar a lease for a term of years. In this instance, assuredly, the power cannot be denied the zemindar, since the defendant's pleader in the investigation of appeal No. 23 of 1859, has spoken of his client having at one time held a ten years' lease of him. The interests of cultivation obviously require that there should be this liberty of lease, and there is, as has been observed, no law to limit a lease. It has then to be considered whether the zemindar, having such liberty as respects the meerassidar, can exercise the same liberty as respects another cultivator, when substituted for the meerassidar.

There is certainly no restrictive law on this head either. It has to be considered therefore whether the rights of the meerassidar are such as to necessitate such restriction.

Mr. Mayne contends that the zemindar is not the proprietor of the land but simply a recipient of land tax, as the Government might be were there no zemindar, and that the real proprietor is the meerassidar. The etymology of the term "zemindar" in itself justifies a different inference, and the Court cannot understand how, when one party grants a lease and the other accepts it, there is room to doubt but that the former is the landlord and not the latter. That the meerassidar has rights is indubitable; but they must be rights consistent simply with his position of tenant. That is, he is tenant in perpetuity and hereditarily, provided he fulfils his position and cultivates the land. On his refusing so to do, or failing so to do under the terms of lease which the law provides, the position is for the time forfeited, and the landlord may put in another tenant.

The new tenant, it is apparent, occupies for the term of his lease the position of the one whose place he has taken. The landlord's liberty as towards him is, the Court hold, the same that belonged to him as towards the old tenant. The interests of cultivation require that he should be allowed to grant a lease on a term of years, and there is no restrictive law to prohibit this. On the expiration of such lease the rights of the *meerassy* tenant would however revive. He has the privilege of pre-occupancy, and the zemindar cannot pass him over when the tenancy becomes

vacant and he is willing to cultivate. The zemindar can make no lease, and consequently can renew no lease, without giving the meerassidar the option of taking up the occupancy.

Such being the opinion of the Court, they resolve to set aside the decree of the Civil Judge. They affirm the decree of the District Moonsiff as regards the damages awarded to the plaintiff, and further decree that the land in issue be placed in his possession.

The costs throughout are to be paid by the first defendant.

30th April 1859, *No.* 19 *of* 1859.

[No. XCIX.]—*Decree of the Court of Sudr. Udalut in Special Appeal Suit No.* 23 *of* 1859, *dated*, 30*th April* 1859.

*Special Appellant.** *Special Respondent.*

TONDAVAROYA MOODELLIAR. *versus* RAMASAWMY MOODELLIAR.

Special Appeal from the Decree of the Civil Judge of Chingleput (W. DOWDESWELL), *in Appeal Suits Nos.* 51 *and* 65 *of* 1857.

Held, that a *meerassy* tenant is liable to the zemindar for the whole of his rent, though part of his land may lie uncultivated.

This suit and appeal suits 18, 19, and 24 of 1859, are associated together in subject matter, and interest.

The plaintiff is the zemindar of certain villages, and he has brought the suit against the defendant, who is the meerassidar, for Rs, 1,600, as loss sustained by him in rent, owing to defendant's neglect of cultivation, and prevention of others taking up part of the land which the plaintiff attempted to rent out to them.

* *Present*: G. S. Hooper, T. L. Strange, and H. D. Phillips—*Judges.*

The Sudder Ameen allowed the plaintiff compensation on the latter head alone.

The plaintiff appealed to the Civil Judge, who dismissed his whole claim with costs.

The Sudder Udalut admitted a special appeal in the case to try the points of law involved therein.

Mr. Branson and Sadagopa Charry appeared for the plaintiff, and Mr. Mayne for the defendant.

Judgment.

The accounts in dispute between the parties relate to two Fuslies, 1263 and 1264.

The Civil Judge holds that the demands for 1263 have been set at rest by a decision of the Collector, exhibit No. 27, in which plaintiff had acquiesced, and on which he had acted by reception of the proportion of rent then indicated as his due.

Mr. Branson contends, that in giving this decision the Collector went beyond his powers, and that his act is a nullity. The Court find the decision to be in effect one which the Collector had no authority to pass. He was called upon simply to decide according to the powers vested in him by Regulation V of 1822, whether the defendant should be ejected, or whether a puttah should be tendered to him, and if so, on what terms; but he left him in occupation without a puttah, and prescribed to the plaintiff the proportion of land on which he should receive rent. But though illegal as a decree, this document may be looked upon as an arrangement proposed to the parties, and the plaintiff having acquiesced therein and acted thereupon, the Court are of opinion that he is bound by his own act, and has no further legal demand upon the defendant on account of rent for Fusly 1263. The Civil Judge's decree is therefore so far affirmed.

The dispute in respect to the rent for Fusly 1264, is in relation to three items; one of 120 cawnies of which the cultivation is said to have been negligent; one of 80 cawnies which were not cul-

tivated; and one of 500 cawnies which were waste and which defendant prevented the plaintiff from renting out to others.

As regards the last of these items, the defendant denies that there was any such prevention, and the Civil Judge having found the fact in his favor, his decision on this head cannot be interfered with at the present stage of the suit.

With regard to the two prior items, the defendant contends that the defect of cultivation was owing to the season and want of water, and to no negligence on his part; and the Civil Judge finds this to have been the case, and holds it to be ground for exonerating the defendant from the plaintiff's demand. In this opinion the Sudder Udalut cannot concur. It appears to them that while in occupation of arable land, the defendant is bound to pay his rent on the whole to his landlord, his remedy being, if he cannot maintain the cultivation, to throw up the land at the close of the Fusly. The Government, it is true, have been in the habit of making remissions in unfavorable years to those holding under them, but they have done so in mere consideration for the cultivators' circumstances, and not under force of law; and there being no law to require a zemindar to make such remission to a cultivator holding under him, the courts have no power to force the zemindar to the act of remission.

The Sudder Udalut therefore reverse the decrees below, as respects the rent for Fusly 1264 on the two portions of land above specified, amounting to 200 cawnies, and decree that the defendant do pay the plaintiff the sum thereof at the prevailing rate, together with proportionate costs. The remaining costs are to be borne by the plaintiff.

30*th April* 1859, *No.* 23 *of* 1859.

[No. C.]—*Decree of the Court of Sudr. Udalut in Special Appeal Suit No.* 186 *of* 1859, *dated*, 18*th April* 1860.

*Special Appellant.**		*Special Respondent.*
Appa Pillai.	*versus*	Gopalaswami Reddi.

Special Appeal (*No.* 186 *of* 1859), *from the Decree of the Principal Sudder Ameen of Combaconum* (V. Sundara Nayudu), *in Appeal Suit No.* 84 *of* 1858.

The plaintiff brings the suit to eject the defendants from a piece of house-ground said to have been occupied by them on rent.

The District Moonsiff was of opinion that the plaintiff had established no ownership over the ground, and dismissed the suit.

The Principal Sudder Ameen has come to the conclusion that the land belongs to the plaintiff's *mirass*, and that the first defendant holds it as a Kasavargam tenant. The particular lease or rent spoken of by the plaintiff he does not notice, and it may be gathered, therefore, that the plea has not been established. Viewing the first defendant however as a Kasavargam tenant, the Principal Sudr. Ameen has decreed that the land be given up to the plaintiff, the first defendant being required to remove the materials of the house standing thereon.

The Sudder Court admitted a special appeal in the case on the grounds appearing below.

The first Defendant has failed to appear. The plaintiff is represented by Tirumaláchárlu.

Judgment.

It appears that the first defendant's family have been in occupation of the land in issue for three generations, and have constructed on it substantial buildings tiled and terraced. The Court are of opinion that in exercising his right to eject, the plaintiff is

* *Present*: G. S. Hooper, T. L. Strange, and H. D. Phillips—*Judges*.

bound to afford the first defendant compensation for these buildings which he has thus suffered him to construct and occupy. The Court resolve, therefore, so far to modify the decree of the Principal Sudder Ameen as to require that the plaintiff, in ejecting the first defendant, do pay him the value of the said buildings, which is to be estimated at the time that possession may be given him.

The costs of the special appeal are to be borne by the parties in equal shares.

18*th April* 1860.

[No. CI.]—*Decree of the Court of Sudr. Udalut in Special Appeal Suit No.* 163 *of* 1859, *dated,* 28*th April* 1860.

*Special Appellants.**		*Special Respondent.*
RAMA PILLAI, and another.	*versus*	ARUMUGA TAMBIRAN.

Special Appeal (No. 163 *of* 1859*), from the decree of the Principal Sudder Ameen of Combaconum,* (T. RANGASAMI PILLAI), *in Appeal Suit No.* 503 *of* 1857.

The suit is brought by the plaintiff, as *stanikar* of the Sri Sattanadha Swami pagoda, to eject the defendants from land belonging to the pagoda, of which they were tenants, and for arrears of rent.

The first defendant answered, and pleaded that he held the land in perpetual tenancy, and that no arrear of produce was due.

The District Moonsiff was of opinion that the title pleaded by the defendant had been established, and that the pagoda had only the right of Mélváram. He observed that if this due were not paid, the plaintiff might sue for it.

The Principal Sudder Ameen was of opinion that the conditions upon which the defendants held the land when the pagoda was under the management of the Government had been departed from

* *Present*: G. S. Hooper, T. L. Strange, and H. D. Phillips—*Judges.*

and set aside subsequently to the relinquishment of the pagoda by the Government, by the defendants having accepted a five years' lease of premises, as proved by plaintiff's witnesses, and after discussing other parts of the evidence, he awarded possession to the plaintiff.

The Sudder Court admitted a special appeal in the case to judge whether, since the plaintiff had right of Mélváram only, his title to eject had been legally established.

Mr. Branson appeared for the defendants, and Mr. Alexander, M. Ritchie and Sadagòpachárlu for the plaintiff.

Judgment.

The proofs of title in this case are found to be defective upon both sides; but the defendants, on the face of the circumstances of the case, appear in such a position as to require that evidence of right to eject should have been definitively established by the plaintiff.

The defendants, in common with other tenants of the pagoda, have been in immemorial possession, and it has been established by the evidence adduced on both sides, as shown in the District Moonsiff's decree, that these tenants have been buying and selling and mortgaging their holdings, without any reference to the representatives of the pagoda. There is secondary evidence of a five years lease of the land in issue by the first defendant, but the instrument has not been produced and its terms are therefore not apparent. In appeal suits 164 and 165 of 1859, this day decided, which are of the like complexion with this suit, the instruments of lease therein pleaded have been produced, and they have been found to disclose no title to eject, but rather to favor the idea that there was no such title. The said leases having been issued for the like term and the same Fuslies as specified in the present suit, there is room to conclude that all these leases have been of a similar description. The payment made to the pagoda is termed Mélváram, or the ruler's share. The designation is not such as would naturally be used to denote the rent taken from an ordinary tenant, and the rate of the payment is considerably below that of ordinary rent. There appears thus no where through-

out these proceedings, evidence of such transactions on the part of the representatives of the pagoda as would arise between landlord and ordinary tenant, and the Court are of opinion that to allow of the plaintiff now exercising the right to eject, it was incumbent upon him, in the face of the tenants' long continued occupancy and transmission of the land from generation to generation, and of their dealings therewith as before described, to have established a positive title in the pagoda to eject.

The Court resolve therefore to set aside the decree of the Principal Sudder Ameen, and to dismiss the suit with costs.

28*th April* 1860.

[No. CII.]—*Decree of the Court of Sudr. Udalut in Special Appeal Suit No.* 101 *of* 1860, *dated,* 29*th October* 1860.

*Special Appellant.**		*Special Respondent.*
MANGAMMA.	*versus*	VENKATASUBBIYAN.

Special Appeal (*No.* 101 *of* 1860) *from the Decree of the Civil Judge of Chittoor* (G. A. HARRIS), *in Appeal Suit No.* 70 *of* 1859.

The plaintiff sued to recover a plot of Nanja land, formerly waste for many years, but now reclaimed and cultivated. The defendants pleaded that the land was formerly their patrimony, but had been laid waste for twenty years, and that it is now in their possession. The plaintiff filed in support of his claim, a *puttah* granted by the revenue authorites in 1857.

The lower courts dismissed the suit, being apparently of opinion that the defendants' family having formerly held the land, possessed a prior right to its occupation.

The plaintiff having died in the interim, his widow and representative preferred a special appeal to the Sudder Court, and was represented at the hearing by pleader Venkatráyula Náyudu. The special respondents failed to appear.

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* *Present:* H. D. Phillips, and H. Frere.—*Judges.*

Judgment.

The Sudder Court are of opinion that the decisions of the lower courts in this case are opposed to the principle enunciated in the decree of the Sudder Court in special appeal No. 55 of 1858, published at page. 152 of the printed decisions for that year. The defendants by their own admission had abandoned the cultivation of the land for many years, and it rested therefore, with the Collector to grant it for cultivation to other applicants at his discretion, under the provisions of Section IX Regulation II of 1803, and Section IV Regulation II of 1806.

The Sudder Court resolve therefore to reverse the decision of the lower courts, and pronounce the special appellant entitled to possession of the land, with all costs of suit.

29*th October* 1860.

[No. CIII.]—*Decree of the Court of Sudr. Udalut in Special Appeal Suit No.* 482 *of* 1860, *dated*, 31*st August* 1861.

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*Special Appellant.**		*Special Respondent.*
VERABUDRA PILLAY.	*versus*	MUKKA GOUNDEN.

Special Appeal (*No.* 482 *of* 1860) *from the Decree of the Principal Sudder Ameen of Trichinopoly* (J. GORDON), *in Appeal Suit No.* 200 *of* 1859.

This was a suit to recover a plot of garden land, said to be the property of the plaintiffs, who had however abandoned it for some years, after which it was granted by the zemindar to the defendants.

The defendants pleaded that they had offered to cultivate the land, which had been waste for some years; and that in virtue of the *putta* which was consequently granted to them by the zemindar, they are entitled to hold possession.

The district Moonsiff dismissed the claim, but this decision was reversed by the Principal Sudder Ameen, who passed judgment in favor of the plaintiffs and pronounced them to be entitled to

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* *Present:* H. D. Phillips, and H. Frere.—*Judges.*

recover the land, under the rule laid down by the Sudder Court in their decree in special appeal No. 139 of 1858, page 21 of the printed decisions for 1859, by which it was held that land thus left waste could not be granted to an applicant unless the former holder were first allowed the option of cultivating it himself.

The first defendant preferred a special appeal against this decision, and was represented at the hearing by pleader Sadagopa Charlu. Mr. J. W. Branson appeared for the second plaintiff, now special respondent.

The Sudder Court observe that the decree in special appeal No. 139 of 1858 has been misconstrued by the Principal Sudder Ameen and that the precedent is not applicable to the present case. In that suit the defendant pleaded purchase from the plaintiff, and thus acknowledged the existence of his title up to the date of the alleged state, but failed to establish this sale by any sufficient proof. It is manifest that this case widely differs from that now in question, in which the defendant pleads a grant from the zemindar for cultivation purposes, of lands which had been abandoned and left waste by the former occupants, the plaintiffs in the present suit.

It has been repeatedly held by this court that as a general rule lands which have been abandoned and left waste by the original cultivators are at the disposal of the revenue authorities, whom the zemindar in this case represents; and that the former occupants have no title to eject the parties who may have been placed subsequently in possession in accordance with the rules of the district and which established usage.

Vide decrees in Special Appeals Nos. 165 of 1857, and 55 and 69 of 1858, p. p. 43, 152 and 160 of printed decisions for 1858.

The sudder court resolve therefore to reverse the decision of the principal sudder ameen and dismiss the claim of the plaintiffs, with all costs of suit.

31*st August* 1861.

Note.—This is the latest paper on record.

FINIS.

APPENDIX No. I.

Extracts from a Report from Mr. Warden, *Collector of Malabar to the Board of Revenue, dated 12th September* 1815.

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3. From the explanation given in the Board's Proceedings dated 16th January 1815 part 2, of the nature of Meerassy right in Tanjore, it appears to resemble very nearly the Jenm right of Malabar. The resemblance is precisely similar in that prominent and essential qualification which vests in the Holder an absolute Property in the soil. This similarity being once admitted, the subordinate gradations of Tenure on which Land is transferred from one to another will be found to differ in no material degree excepting in the Kaânum Tenure, as will be hereafter explained. The same observation may be applied to all Countries where the same supreme right exists.

4. The Purchaser of Meerassy right may remove the former Pyacarries, or Tenants, Labourers and Slaves. The Purchaser of Jenm right can exercise the same privilege. He may remove the former Patomkars, who are the Tenants on simple rent, and he may dispose as he pleases of the Slaves he might have bought with the Land. But the slaves are seldom removed from the Estates on which they were born. It is contrary to the interest of the owner to detach them. He only disposes of the increasing stock for which he might have no immediate use on his own lands. In Tanjore the slaves are called Pulleas; in Malabar, Chermers, Pooleyars, Paniar, Witturvas and a few other Terms.

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7. A simple Tenant of land here, who has no personal claim on the ground he cultivates, is generally styled a Patomkar or Kareekar, the former literally meaning a renter and the latter a Husbandman. Kaanumkar is a Mortgagee, or one who has land pledged to him in security for the interest of money advanced to the Jenmkar, which advance or debt is the *kaanum* that is ever incumbent, or remains fastened on the land, until it be redeemed.

8. Whether the Jenmkar or Kaanumkar shall cultivate the pledged land is a point settled betwixt themselves by mutual agreement. All that the Kaanumkar looks to is securing the interest of his money. He may, for example, be a Trader, and totally ignorant of agriculture or farming. He will, thus circumstanced, agree to the Jenmkar's cultivating the pledged land by any means in his power. The Jenmkar might, or not possess such means. If he possess them, he will most probably be his own Farmer. If not, he will let out the land to others to cultivate on simple rent. In doing so he makes the best bargain he can; and the Lessees being actuated by the same principle will strive to obtain it at the lowest rent. There is no such thing as an established division of the produce in shares, whatever that might be, betwixt Jenmkar and Tenant. If the slaves, cattle, and seed belong to the Jenmkar and are hired by the Tenants, the latter will pay a higher rent than if the stock were their own property, or if they were to obtain it on hire from others.

9. After the rent has been settled, it becomes the interest of the Tenants to make the land as productive as they can. They have to pay a certain rent to the Jenmkar, and all above it, which their industry can extract from the soil, is their own.

10. Out of his rent the Jenmkar has to discharge the interest of the Kaanum on his land, and the Government Tax. The payment of the Tax may be otherwise arranged. The Kaanumkar might engage to pay it on condition that the Jenmkar shall give him an equivalent in grain at a stated price. The residue, technically called the Shistum or Porapaád, remaining to the Jenmkar, will thus depend on what he has to pay as interest and Government Tax.

11. In the first season we will suppose the Jenmkar to be capable of discharging both demands and to have a Shistum to enjoy; but, that in the ensuing year the cultivating Tenants discovering they have made a bad bargain refuse to renew their leases without a reduced rent. The Jenmkar seeks for other Tenants but cannot get them. His own means we will suppose to be inadequate, and his engagement with his Kaanumkar binds him, on failure to discharge the *kaanum* interest, to put the Kaanumkar on demand in possession of the pledged land. This conditional entry of possession forms the principal clause of all *kaanum* deeds.

12. The Kaanumkar being most interested in the cultivation of the land, accordingly takes possession under the forms established for that particular act. Being, as before observed, no farmer himself he looks out for tenants; and most probably finds them in those who cultivated the preceding year, on agreeing to a reduced rent, which he can afford to submit to, because, out of it, he has only the Government Tax and the interest of his *kaanum* to provide for, the Jenmkar's Shistum being entirely dependent on what might remain after discharging those paramount claims. The Jenmkar cannot insist on more. He must be contented with what the Kaanumkar is pleased to give him as Shistum, the latter being ever ready to resign the Seisin of the land on his interest being insured to him, or his *kaanum* redeemed.

13. Let it be now imagined that with assistance rendered by the Kaanumkar to his tenants, or by any other means, the land, in the lapse of a few years, has been greatly improved. The Jenmkar, ever watchful to take advantage of such an opportunity to benefit himself, seizes it, by demanding from the Kaanumkar a larger Shistum, or a further advance, under a threat of redeeming his *kaanum*. The Kaanumkar refuses. The Jenmkar, having already secured a person to advance him a sum larger than the original *kaanum*, cancels the latter and enters into a fresh engagement with the new Kaanumkar, the conditions of which in regard to cultivating the pledged land shall be the same as the former one.

14. The former tenants have remained all this time unchanged and now again fall under the power of the Jenmkar. If they refuse his terms, they are ousted, and others willing to accede to

them, placed in their stead. New tenants we will suppose are put in, have been deceived, and lost by the speculation; that they quit the land; which the Jenmkar is now ultimately unable to get cultivated.

15. The new Kaanumkar enters into possession; and, being a farmer, manages the entire estate himself, or his means may only enable him to manage a part; the rest he either lets out on simple rent, or he might choose to raise money upon it under a *kaanum* lease, in which case he passes the *kaanum* deed in his own name, specifying therein the nature of his own right to the land, and from whom holding.

16. So that the *kaanum* tenure may be transferred in whole, or in part, and, again sub-divided into any number of portions, and transferred from one hand to another, without the Jenmkar being competent to interfere. He cannot interfere. His rights, as Jenmkar, being totally suspended so long as the *kaanum* upon his land shall remain unredeemed.

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18. I have omitted to mention that either a Jenmkar, or Kaanumkar who may cultivate land through the medium of Patomkars, (in Tanjore called Paragoody,) might in their Patom Leases stipulate that the Government Tax shall be paid by the Patomkars, to whom a portion of the rent will be allowed for that purpose, regulated by what the Patomkars may estimate will be the price of grain at the different periods where the *kists* fall due. They take the risk of its being more or less, and they engage to give the Jenmkar or Kaanumkar, (which ever of the two they may have received the land from), a fixed quantity of grain, or it may be in money.

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30. * * * The peculiarity of the *kaanum*, or Malabar Mortgage, is that it is *never foreclosed*, but is *redeemable after the lapse of any number of years.*

31. A Kaanumkar, after entering into possession, is invested with every right of proprietorship excepting that of alienating the land by sale. He can only alienate the right he has purchased. The right of sale therefore he can only command after he has completed the Jenm purchase. But his *kaanum* right, as I have

already shewn, he can transfer in full, or parcel it out in sub-divisions on Mortgage, or any other subordinate tenure. The quantum of money lent, characterizes the different gradations of the *kaanum* tenure. Their variety and numbers, till they reach the deed which for ever alienates the Jenm, afford the most conclusive evidence that can be adduced of the tenacity with which the ancient Land holders cling to their Jenm right.

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33. It was a prerogative (and is still claimed) inherent in the Jenm right, that the Kaanumkar should renew his *kaanum* deed after the lapse of a certain number of years. The renewal entitled the Jenmkar to *a remission* of a fixed per centage on his original debt. By such periodical renewals and concomitant deductions, the land in process of time became disencumbered of its *kaanum*; and the lease naturally fell in, unless the heirs in succession may have been satisfied with levying a Fee in money instead of granting a renewed lease with a reduced *kaanum*. I have never seen a Bond in which the time for renewing it was specified, or the least allusion made to that privilege. It seemed to be sufficiently well understood as an established custom of the country, and formed the great prerogative of the Jenmkar, which gave to him and heirs a never ceasing interest in the Jenm. It always enabled them to borrow money, and in the course of time the land reverted to the family as it were in a regenerated form.

34. The practice of renewing *kaanum* leases may be assimilated to the time-leases of England, or lease purchases for a specific term of years, when the purchase money falls in, and the land reverts to the Landlord with every improvement that may have been made upon it.

35. Among the Rajahs, the practice was, to require their tenants to renew their deeds at the accession to the Raj of every new Head. In the Cochin Territory such renewals have occurred three times in the last seven years, and must have been severely felt if strictly enforced.

36. In Major Walker's Treatise* it is noticed that a lease in

* On the land tenures and state of landed property in Malabar, Enclosure No. 6 in the Malabar Commissioner's Report to the Board of Revenue dated 28th July 1801.

every case must "expire with the life of the Jenmkar and that it *must be renewed by the Heir.* There is an exception however to this rule, according to my information, which provides for the old lease running a specific duration of time before the heir can claim the right of renewing it. The justness of it argues in its favor, to prevent the hardships a Kaanumkar would be liable to by a rapid succession of lapses in his Jenmkar; for the deduction that takes place at all renewals is 13 per cent. of the *kaanum* besides the payment of an entire year's rent to the Jenmkar.

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86. In the first part of this report the remark has been made that in those countries where the proprietary right exists, the subordinate gradations of tenure, excepting the *kaanum* of Malabar, will be found to differ in no material degree. The peculiarity of the *kaanum* tenure constitutes in my opinion the sole cause of the difference between the state of property in Tanjore and Malabar. Had the same tenure been in use in that Province the greater part of the present Meerassidars would in all probability have been Kaanumkars, but the mortgage in Tanjore appears to be foreclosed. The Meerassidar, mortgaging a part of his Meerassy, has no prospect of ever being able to redeem it. If he do not redeem it within a specified time, he engages to relinquish his Meerassy for ever to the Mortgagee. In Malabar it has been shewn that the land can redeem its own *kaanum* by the operation of renewed leases, thereby giving a value to the Malabar Jenm which the Meerassy right can never attain.

87. In Canara the proprietary right is called Wurgha*. I have obtained copies of the land tenures in use in that Province, and likewise of those in use in Tanjore; upon comparing the wording

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* This is a mistake in terms. 'Wurgha' is literally the account or detailed registry of the lands of an individual, and from fixity of tenure 'his Wurgha' has come to be equivalent to 'his Estate'.

The proprietary right is termed 'Mula' (literally, a root) and the "Mulgar" of Kanara is in many respects identical with the 'Jenmkar' of Malabar, and the 'Meerassidar' of the Carnatic. W. H.

of the Deed of proprietary right in each Province the resemblance is very striking. The rights granted by the Deed are minutely specified, and certainly nothing can more forcibly define the right of ownership to the soil than the following expressions.

88. In Tanjore.—"I have therefore relinquished all my rights to the* Nunja Punja land contained in the said Lot, its trees and woods and whatever may grow upon it, its Hills, and all their contents, as well as its every property, whether arising from the discovery of concealed Treasure, Springs, Quarries, good or evil, the Dominion over it of gift and sale, and every possible claim of ownership thereto, to you, your sons and their descendants to possess and to enjoy till the sun and moon shall be no more."

* Wet and Dry Land.

89. In Kanara.—"The whole of the said Extent of ground and every thing appertaining to it, whether Cocoanut trees, Beetlenut trees, Jack trees, Mangoe trees, Earth or Stone, its woods, Springs, hidden Treasures, good or evil, its every Production, the Tanks or Wells that might be dug therein, having been valued at 52 Pagodas, we have received the said Fifty-two Pagodas from you through the hands of Timapayen of Mangalore, and for the same have sold and conveyed to you by "Kraya Saâthanum" (written deed of sale) the whole of the said grounds which are assessed to the Sircar Revenue at 9 Pagodas and $1\frac{1}{4}$ Fanams as aforesaid, together with the original Deed which our Ancestor received on purchasing the same. You are therefore henceforth at liberty to plant and cultivate the said ground and yourself and your Heirs for ever to enjoy its Fruits, &c., &c.

90. In Malabar.—"I have received the full value of the said Batty field and sold it in Attyper under the Ceremony of presenting Water, by consent of my proper heirs, and by knowledge of my neighbours and the local authority (of Government); the Boundaries of which are as follows—(here the boundaries are specified) with conveyance (to the Purchaser) of all my rights over every thing contained within the said Boundaries, whether Earth, or Stone, Snakes, hidden Treasure of every kind, the Brooks and woody marshes frequented by Deer, Fish Ponds, and all the benefit that may ever accrue thereto, from the highest region of the Heavens to the utmost Depth of the Earth."

91. Besides Specimens of the Deeds of Proprietary right. I have obtained also copies of the different subordinate tenures under which land is transferred both in Tanjore and Canara. Translates of them are herewith transmitted. Translates of those in use in Malabar will be found annexed to Major Walker's Treatise which has been already referred to in this report.*

Vide Enclosures Nos. 1 and 2.

92. In the Province of Kanara the land appears to have been taxed with a small assessment to the state long before its subjection to the Mahomedan Government. It is admitted I believe that the registry of the original Land assessment in Kanara was as accurate as such an account could be formed; in proof of which it may be urged that the accounts of the Shanabogues which contain the registry are resorted to by the people as the authentic record of the Landed property in that Province. The situation of Shanobogue is hereditary, and it appears to be his duty derived from ancient custom to be the writer of every deed connected with the transfer of Land within the Maâgani to which he is attached. Unless he draw out, transcribe, and authenticate it with his signature, the Document is not considered valid.

93. The Shanabogue's accounts having fallen into the possession of the Mahomedan Government, no Survey or inspection appears to have been necessary to ascertain the resources of the Country. Those Accounts formed the Basis of the Annual Jummabundy; in framing which all that seems to have been required was to put on such additional per Centage on the original *Shist* as the necessities of the Government demanded; and so remarkably particular do the Shanabogues appear to have been in preserving the record of the *ancient* "Shist," that in the Deeds, of which Translates are herewith forwarded, it is distinctly specified and separated from the subsequent additions put thereon called the "Shaâmillut."

94. The term "Shist," may bear the same signification as the "Shistom" in Malabar. In Kanara it may have been "*residue*" *belonging to the state*, after deducting the share of the Rent allowed to the Proprietor; as in Malabar, it is applicable to the "*residue*" *owing to the Jenmkar*, after providing for the encumbrances on his Estate.

* See Appendix No. II.

ENCLOSURE No. 1.

Translate of the Deed of Tenure called "Shûtta Kreyâ Shâasanum" in the Province of Tanjore, corresponding with the "Attypper" of Malabar and "Kreya Sâathanum" of Kanara.

In the year Sovastee Sree Salivagana Sagubudom 1708 Kaleeubdom 4900 Suckla Pashom (from new to full moon) Deshamee (11th day of the new moon) Triketti (Thursday) (some other particulars are here enumerated descriptive of the auspiciousness of the day and hour) Vengadda Supen son of Kamakayna Vishnanee Tregotrum Asela Shutrom Raguvidiaya Guruven Puttera, passes this *"Shutta Kreya Shaasanum" to Ragoonada Avedani son of Ahriagotrum Avastamba Shutraum Ragovidiaya Suria Naraina Avedani. Whereas from the 16th Lots belonging to the Devasom called Shingabâagum, of the Land named Shougnatee, the single Lot belonging to me together with my dwelling House, I have, to relieve myself from distress, given to you on "Shutta Kreya Shaasanum" at the valuation made of it of Porto Novo Pagodas 20; having accordingly received from you in ready

* Shûtta, meaning complete, entire, effectual, clear; Kreya, Sale. Shaasanum, a written Deed, or Document; together meaning Deed of entire sale.

NOTE.—I do not observe that the term Meerassy is used in either of the Tanjore Deeds. "Sontthum Mothel" Own property, "Sontthum Nellah," Own land, is what I am told is most commonly in use among the Natives themselves. If "Meerassy" be a Persian or Arabic word signifying a permanent possession, it might have been first introduced by the Mahomedan Government in the Carnatic in the same manner as most of the Revenue terms in use, which are I believe of Persian or Arabic Extraction.

cash, the said sum of 20 pagodas, I have therefore relinquished all my rights to the Nunja Punja land contained in the said Lot, its trees and woods and whatever may grow upon it, its Hills and all their contents, as well as its every property, whether arising from the discovery of concealed Treasure, Springs, Quarries, good or evil, the Dominion over it of gift and sale, and every possible claim of ownership thereto, to you, your sons and their descendents, to possess and to enjoy till the sun and moon shall be no more. In this manner has Vengadda Supen by his own accord passed and delivered this "Shutta Kraya Shaasanum" to Ragoonada Avedani. The witnesses to this Deed are Mookooddy Rama Putter and Guengadree Shastrigueloo, and the Deed itself has been written by Vengadda Supen's own hand. Shezapayen's Signature. Vaitie's Signature. Linguen Putter's son Subayen's Signature. 1 This mark is of Vengaddagelom Supen.

Translate of the Deed of Land Tenure called "Nella Yendagha Chittoo" in the province of Tanjore.

On the 2nd day of the month Vyassee of the year named Bawah Suria, Narrapayen's son Gopalayen, and his relatives residing at Mamakallu, pass this "Nella Yendaghe Chittoo" to Siagarayen, otherwise Ayavayen, son of Seragapayen of Tiruvaloor. From my Nunja Punja land called Tayashakaddee situated in Tiruvaloor, measuring 3 Velees, 8 Maws, and 50 Kuys, deducting 9 Maws of ground which I have transferred in Otty (Tenure) to Pallayhattela Ama Swamy Ayen, the remainder thereof measuring 2 Velees, 19 Maws, and 50 Kuys, with all its products, I have made over to you on * "Yendagha" and received from you on loan 210 Hoons paid in the Sircar's double silver Fanam Coin. Having accordingly received from you the said 210 Hoons in ready cash, I engage to pay you Interest for the same at the rate of 1 Fanam per 100 Fanams per month, every year without fail, and the Principal on the 14th of the month Wayashy of the year Pramâadu ensuing, and redeem the said pledged ground. If I fail to pay you every year

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* Name of Tenure.

the Interest due, agreeably to the terms of this writing, or the Principal within the time as above fixed, you are at liberty to possess and to enjoy the produce of the said ground pledged to you on "Yendagha," as if it had been transferred to you on sale by Deed of "Kraya Shaasanum," Gopal Ayen's hand writing. The Witnesses to this Deed are, &c., &c.

Translate of the Deed of Land Tenure called "Pungoo Bhogium muree" in the Province of Tanjore.

On the 2nd day of the month Chitrom of the year Pingella (T. S.) Sheshayen grand son of Kodundda Ramayen, of Cheyamangalom, passes this "Pungoo Bhogium Muree" to Mootoo Swamy Ayen, son of Swamy Ayen of Agarapelli. From the 32 Shingue Baaghom (Division's) of the Grahmom, the shares belonging to me are four. These four shares I have made over to you in Bhogium (mortgage) and received a loan of 85⅛ Porto Novo Pagodas. For the Interest of these 85⅛ Porto Novo Pagodas you are to enjoy the products of the Batty field and Parrambas belonging to the four shares aforesaid, as also the Varom (rent) remitted by the Circar, and together with the members of the Grahmom you are to pay the share which will fall on you of Variarra (any general extra Taxation) and such expence as may be incurred in supplying the public exigency in sheep and coolies and subsisting people sent by the Sircar: and should the Sircar levy either a grain or money assessment, you will equally with the body of the Gramakars bear your portion thereof. This agreement is to last three years from this day date, beyond which in whatever year at the close of the month of Chittera when I pay the full amount of the loan aforesaid, you are to receive the same and deliver back to me my shares of the Lands aforesaid, clear of every Debt or Balance either to the Grahmom or the Sircar. In this manner I have agreed and passed this "Bhogium Muree." The Witnesses to this are, &c., &c.

Translate of the Land Tenure Deed called "Poonja Otty Muree" in the Province of Tanjore.

On the 2nd of the month Aanee of the year Virodee (T. S.) Naranapayer Tirukally Putta of Puttoor passes this "Poonja Otty-Muree" to Kottael Chendama Naiguen. From my own Poonja Lands measuring 8 Maws I have put you in possession of 100 Kuys and also the Naddakanddate of 100 Kuys, being together 200 Kuys or one Kawney of Land, and received from you the sum of Twenty-five Hoons in Madura Chakrums, for the Interest of which you are to enjoy the usufruct of the said Land, and whenever I shall desire to redeem the same, you will resign it to me on my paying you the full amount of the above Loan. The witnesses to this, &c., &c.

Translate of the Deed of Land Tenure called "Otty Moory" in the Province of Tanjore.

On the 15th of the month Taye of the year Rectackshee (T.S.) Vennah Maha Devan, son of Adaka Devah of Vadamakotta, passes this "Otty-Moory" to Armogom, son of Vaitee Deva of the same Village.

For the consideration of Porto Novo Pagoda which you have paid to me, I have assigned to you in "Otty" the field formerly cultivated by the Parien Aady, forming part of my own Batty field called Eddean, extending to the Eastward as far as the Baddamulla (Hill); and also, to the Southward thereof, the lot Ashuraden, of the field called Waggatto kury kundoo, both sowing 5 moorahs seed. The condition of this note is that you are simply to cultivate the said ground as "Otty kar" for the term of four years. The witnesses to this are, &c., &c.

Translate of the Deed of Land Tenure called "Edroo Premâanum" Supplemental to the Deed called "Swamy Bhogium Chitt."

On the 3rd of the month Avanie of the year named Asheya, Vittaloor Serapayen of Vailoor Grahmom passes this "Edroonada Chit" supplemental to the Deed of "Swamy Bhogium" Chittoo. From the fifteen shares belonging to Gottee Shinga Guena of the afore-

said Grahmom, my three quarters share I have already assigned over to you on "Swamy Boghium" for eight years, on the condition of paying me every year 4 Hoons and $8\frac{1}{8}$ Fanams, which Forty eight and one eight Fanams I am to receive from you yearly. Instead of this, on the 30th of the month of Maaragoty of this year, you will pay to Kannaku Ramayen 35 Hoons and redeem from him the "Kreya Shuasanom" Chit which I have passed to him, of which sum of 35 Hoons the Interest, at the rate of 1 per Cent per month, is per annum 4 Hoons and 2 Fanams. These 42 Fanams you are to deduct from the "Swamy Boghium" rent, and the balance per annum of Fanams $6\frac{1}{8}$ which for 8 years makes 4 Hoons and 9 Fanams you will deduct from the sum of 35 Hoons to be paid to Kanaka Rama, and the remainder thereof being 31 Hoons and 1 Fanam I will pay to you in ready cash on the 1st Aunee of the year Bhawa, and receive back my three quarter share which I have assigned to you on "Sawmy Bhogium." Having thus assigned to you the said $\frac{3}{4}$ shares on "Swamy Bhogium" for 8 years, you will accordingly for that period enjoy the products of the Garden, Batty field and other grounds appertaining thereto, its trees and woods, the Brihmasom attached thereto, and every other profit whatever. The witnesses of this Deed are, &c., &c.

Translate of the Deed of Land Tenure called "Adamaana Chitta" in the Province of Tanjore.

On the 13th of the month Cartigom of the year Bawah (T. S.) Muttoo Vira Teven son of Vella Teven of Anavasil passes this "Adamaana Chitt" to Nottom Armoogom of the abovesaid Grahmom. The Naddapungu (the centre share) of my own ground named Kupeaddil Toddiel, and the $\frac{1}{4}$ kawney (a measure of ground) of the Northern part of the Nunja, Kallyaddie's kanee, I have made over to you on "Adamaanum" and received from you in the Company's Sircar's Silver current Coins Forty fanams. You are to enjoy the products of the said grounds for twenty-seven years, at the expiration of which I engage to redeem the same by paying to you the full sum aforesaid of Forty Fanams. The Witnesses to this Deed are, &c., &c.

Translate of the Deed of Land Tenure called "Swamy Boghium Chittoo" in the Province of Tanjore.

On the 2nd June 1815 corresponding with 22nd day of the month Vayashee of the year named Yuva, Ishamay Rawten and Vapoo Rawten, inhabitants of Koddigal Paliam in Teruvaroor, jointly pass this "Swamy Boghium Chittoo" to Kandapa Chettiar inhabitant of Nagapattam. The Nunja ground situated in the Kekara Grahmom belonging to you, measuring 8 Villie and 5 Maws, and the Poonja ground measuring 10 Maws, together with the Nunja ground belonging to you, situated in the Tiruvaroor Grahmom, measuring nine Velees and 10 Maws, and in Poonja Land 10 Maws, making the Total of Nunja and Punja 10 Vellies, this said ground from the month of Wyashee of this year to the 2nd of the month Chittra of the year Wickrama making five years, we have received from you in "Swamy Boghium" agreeing to pay to you annually within the month of Taye 200 *kalams* (a. measure) of Paddy, named Mutoo Chimba, deliverable at the Callapatt (granary) of the abovesaid Grahmom, and also to pay to you agreeably to the Jummabundy *kists*, the full amount of each *kist* as it falls due and take your receipt for the same; and when we sow Jingely seed in the Punja Land, we engage to give you one *adda* (a measure) of Jingely. If the Circar or Pagoda be in want of Cooley people, we agree to furnish them according to Custom. That we will pay you the Swamy Boghium for the ground you have assigned to us on that Tenure, we have given the Surety of Vakeel Rawten of the abovesaid Grahmom. Having mutually agreed in this manner, we Ishumay Rawten and Vapoo Rawten, Inhabitants of Koddigal Paliam in Tiruvaroor, have jointly written and delivered this "Swamy Boghium Chittoo" to Kandapa Chettiar Inhabitant of Nagapattanom, drawn out in the hand writing of Nalmakateruta Kurra Chedembera Pilla.

NOTE.—Translated from a Malayali version of the Original Tamil Copies.

(Signed) T. WARDEN,

Collector.

ENCLOSURE No. 2.

Translate of the Deed by which the sale of Property right to Land is effected, called "Bhumikreya Sadanam" in the Province of Canara.

On the 16th May 1811 E. S. corresponding with 9th day of the month Varaka in the year named Pretiejavatia (S. C.) the "Bhumi kraya Saathanum" passed by Mudduvidrail Tammen Ayen's grand son Kristnapayen, and his younger brother Venguett Ramenayen, together pass this "Bhumi kraya Saathanum" to Anandramapayen.

To relieve ourselves from distress we have given on "Bhumi kraya Saathanum" the ground named the Wurgha of Chakravania, Shivadunga, and Kristnayen, in Mungalapurom Talook, Koddiala Maaghaney, Atravom Grahmum, which our grand Father Tamayen purchased by "Bhumi kraya Saathanum" from Ioendunguen for 65 Pagodas on the 3rd day of the month Maga in the year named Begudania, the produce of which we have been enjoying from that to the present time; whereof the Shistoo is 5 Pagodas and 3 Fanams, and the Bereez (full assessment) is 9 Pagodas and 1¼ fanams. The boundaries of the ground paying the said Bereez are as follows. On the Eastern side, from the embankment along the ridge of the Desvastanum Tank, to the westward. On the south side, from the large Dam and the Bank of the nullah through Koddy Subroo's "Wurgha," to the Northward. On the west side from the lane along Palaya Pattares' "Wurgha" Garden, to the Eastward. On the North side, from the abovesaid Palaya Putters "Wurgha" waste piece of land, and the enclosure belonging to the Pagoda dedicated to the Mundditaya Boodhen, to the Southward. The total "Wurgha" property contained within these four boundaries, including what lays to the South westward of the embankment belonging to Chatapa Chetty, are as follows. Particulars of Paddy Fields., viz. The two pieces of

* Bhumi, land; Kraya, sale; Saathanum, deed.

Devasom Batty field, and three pieces of Kurupa Batty field, making together five pieces and sowing 2¼ Mooddahs seed. The piece of Moddom Butty field near the Dewastaunum sowing ¼ Moodda seed. The gardens included in the said four boundaries, are 3 in number; and, outside of the said boundaries, near to the eastern nallah, is one piece of Batty field named Paliali, sowing ½ Moodda seed. Adjoining to it, a Swampy piece of Batty field and a piece of Batty field above that spot called Timuroo Teetta, and 2 pieces adjoining thereto, called Kolinjee, making altogether 4 pieces and sowing ¾ Mooddas seed. In the midst of these fields is a piece of Butty field named Timuroo, sowing 1¼ Mooddas seed, and the piece adjoining to it named Mamica Paliali, sowing ¾ Moodda seed, making together seven pieces and sowing 3¼ Mooddas seed. And the total of the above comprize 5½ Mooddas of Batty land, one piece of Moodom land sowing ¼ Moodda, and 3 pieces of garden land. The whole of these grounds and every thing belonging to them, including Cocoanut trees, Betlenut trees, Jack trees, Mango trees, earth, or stone, its woods, springs, hidden Treasures, good or evil, its every production, Tanks or wells that might be dug therein, the whole of the aforesaid property having been valued at 52 Pagodas, the said sum of 52 Pagodas we have received through the hands of Mangalapurom Tunayen, and for the same have sold and conveyed to you by written Deed of sale the whole of the ground aforesaid, assessed at 9 Pagodas and 1¼ Fanams Revenue as aforesaid, together with the original Deed which our ancestor received on purchasing the same. You are therefore henceforth at liberty to plant and cultivate the said ground, pay the Circar's dues, and register the same in your name, and yourself and your heirs for ever enjoy the usufruct. We and our heirs henceforth have no claim whatever to the said ground, and should any dispute ever arise respecting it, we engage to settle it. The witnesses of this "Mé Saathanum Krayaé" Deed are Pattelom Kristna utan of this Hobely, Panddisheratu Balayen, and Chakravanee Panju Putter; Rama Putter Gomastah of Govayen has drawn this in his own hand writing.

NOTE.—The person passing the above Deed is required to give the following Certificate to the Sircar's Cutchery.

Translate of Caechittoo or Certificate to the Circar.

The "Razanamah passed by Vargada Ageerei of Choliar Deshum to the Company Circar on the 16th June 1812, E. S., corresponding with 7th day of the month Jestta in the year named Angirasa.

Having sold, and passed the Kraya Sathaanum Deed for the pieces of land, my Wurgha property, situate in Venkalom Talook, Amiembala Maaghana, Choliar Grahmum, the produce of which myself and my ancestors before me have heretofore enjoyed, the "Shistoo"* of which is 15 Pagodas and 1 Fanam, and the Shamil† 8 Pagodas and $6\frac{3}{4}$ Fanams, making the Bereez 23 Pagodas and $7\frac{3}{4}$ Fanams, to Anundramapayen and received through Timapayen of Mangalapoorum the value thereof in the sum of 243 Pagodas and $5\frac{1}{2}$ Fanams, and given my receipt and passed the Kraya Sathaanum, as also delivered over the said pieces of land; I therefore request that an order may be passed to register the said land in Anundramapayen's name as his Wurgha property.

Signed by Ageerei in Kanara character, and the witnesses are Kunja Delugaddapa and Suba Putter.

Translate of the Deed of Land Tenure called "Moolaguena" in the Province of Canara.

Narana, and his younger Brother Rama Subraen, sons of Bailoo Vasudeva Uddupare, pass with one accord this *Bhumi Tottah* ‡ "Moolaguenie Chittoo" to Vengadda Kristnapayen, son of Timapayen of Mungalapuram, on the 15th March 1810 E. S. corresponding with 10th day of the month Palgunom in the year named Suklo.

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* Shistoo, ancient assessment.

† Shamil, additional assessment.

‡ Garden Ground.

Our "Wurgha Bhumi" (landed property) named Nodoo, in Koddial Maaghana, Kadera Grahmom, of which we and our ancestors have heretofore enjoyed the usufruct, excluding the gardens and grounds which have been divided and allotted to Appana Uddapa as his share—the gardens and grounds of the share belonging to us, the "Shistoo" of which is 3 Pagodas, 9 Fanams and 1 Vishum, and the Bereez thereof (full assessment) 6 Pagodas and 9 Fanams, from which deducting remission of 1 Pagoda, 5 Fanams and 3 Vishum leaves 5 Pagodas, $3\frac{3}{4}$ Fanams and 1 Vishum—within this ground paying the said Bereez of 5 Pagodas $3\frac{3}{4}$ Fanams and 1 Vishum, the limits of what has been attached to our house are, from the embanked enclosure surrounding our house, as far as to the road running over the Hill to the Eastward thereof—exclusive of this ground which we have attached to our house, all the remainder which we have made over to you in Moolaguenie is as follows, viz., from the said road passing over the Hill to the Eastward, to the banked enclosure belonging to Dassa Putter; and from the borders of the said ground taken in by us to the Northward. On the western side, from Dama Putter's Kolake Batty field, and also Rama Kristnapa's Kolake Batty field in a straight line, to the North Eastward; on the North side from the road passing over the Hill to the Tarom (a stone wall) round Gudda Sangayen's ground to the Southward. The grounds contained within these four boundaries are viz., to the east a piece of Batty field named Kolake Kanddom including 1 *kanie* (a smaller piece in the middle) sowing 1 Mooda seed, and 1 piece called Munjaloo Kunee sowing $\frac{1}{2}$ Mooda seed, making together $1\frac{1}{2}$ Mooda seed. The grounds outside of the above-said four boundaries are 1 piece of Batty field called Bailoo Pukutee Maroo, sowing 1 Mooda seed; 2 Kunnies to the westward of this, called Ambattalee Maroo, sowing 1 Mooda seed; 5 Kunnies to the westward of this, called Manjala, sowing $\frac{1}{2}$ Mooda seed; 5 waste Kunies to the South east of this, sowing $\frac{3}{4}$ Moodas of seed; altogether, including the waste Kunee and arable grounds, making $4\frac{3}{4}$ Moodas seed, besides 1 piece of barren ground to the north of the Pukutee Maroo Kandom.—All the said grounds as particularized above, with their produce of Cocoanut trees, Beetlenut trees, Jack trees, and Mango trees, I have made over to you on Moollaguenie

for 12 Pagodas and 1½ Fanams in money, and 9 Moodahs of rice of 42 Dungoes per Moodah; and for the waste ground which you are to plant, after the expiration of ten years you are to pay half Pagoda, making together Pagodas 12 and 6¼ Fanams, and 9 Moodahs of rice to be paid annually. Out of the said rent of 12 Pagodas 6¼ Fanams, and 9 Moodahs of rice, you are to discharge the Circar's Revenue and pay the remainder to us. You are at liberty to plant in this ground Cocoanut and other trees including Plaintain trees, and yourself and your heirs after you to enjoy the products; neither we nor our heirs are entitled to any more than the residue remaining from 12 Pagodas and 6¼ Fanams, and 9 Moodas of Rice, after discharging the Circar's Negady, nor can we claim any thing more, nor desire you to quit the said property. Moreover we have agreed that from the tank which is situated within the ground taken in by us, we shall draw water for two days for our plantation, and on the third day you are allowed to draw water for your plantation, thus two days for us and one day for you. The witnesses to this agreement and to this Mulgueny deed are Kedelaya Shevaya Puttur of this Deshum, and Podartee Apayen. With the signature of the owners and the consent of the witnesses, Nallanapen Gomastah of Kristna Shanaboga has drawn this Garden Ground Deed in his own hand writing.

Translate of the Deed of Land Tenure called "Addavoo Saadanam" in the Province of Kanara.

The Adavoo Saathanum passed by Mundapa Kellin, nephew to Japil Ishnara Mannayen, to Timapayen of Mangalapurom on the 9th June 1815, corresponding with 11th day of the month Jeshta of the year named Sreemuga.

From my "wurgha" ground situated in Mangalapurom Talook Koddiala Maghani, Mogara Grahmum, of which my ancestors and myself have been heretofore enjoying the usufruct and which pays 28 Pagodas and ¾ Fanam Shistoo (Revenue), I have, to relieve myself from distress, assigned to you on Addavoo (Pledge) the following portions of ground. In front of the door of my

house, to the northward of the field named Dupé, the square Batty field containing four Gheddas (Pieces) sowing 2 Moodah Seed; 1 square piece to the Eastward of this Field sowing 1 Mooda seed, together making 5 Pieces sowing 3 Moodahs seed. To the Southward of the square spot of barren ground, one Piece named Oolli sowing $1\frac{1}{2}$ Moodahs seed. To the Eastward of the 3 Pieces in which cattle are annually driven to graze, sowing $1\frac{1}{2}$ Mooda seed lays a barren spot, from which on its northern side, one Piece sowing 2 Moodahs seed, and to theSouthward of this 1 Piece sowing $2\frac{1}{2}$ Moodahs seed, to the Southward of this again 1 Piece sowing 3 Moodahs seed, altogether making seven Pieces sowing $10\frac{1}{2}$ Moodahs seed: and further-more 1 Piece of waste land to the North east side of the dwelling of Aitu Mannee, the Tenant of Vellu shara Ayen, sowing 1 Mooda seed. The whole of which waste, cultivated, and barren ground, sowing $14\frac{1}{2}$ Moodahs seed, the Shistoo of which is 6 Pagodas and $\frac{1}{2}$ Fanam, with the Shaamillat or additional assessment, 5 Pagodas and $4\frac{3}{4}$ Fanams, making together the Bereez $11\frac{1}{2}$ Pagodas. Further than this the ground which I had leased on "Illadaaravar mél Saathanum" and redeemed the same, I hereby assign to you in Adavoo or pledge. The four boundaries of this ground named Kodeepadee are as follows. On the East side, from the limits of Vaduna Chetty's Batty field to the Westward. On the South side, along the Nullah bordering on Anarey Shangaravi's field, to the Northward. On the North western side, from the said Shangaravi's field, to the Eastward. On the North side from my enclosure along the road over the small hill appertaining to Ageloo Shangarie's "Wurgha" to the Southward. All the grounds enclosed in the abovesaid 4 Boundaries, viz., Batty fields sowing Moodahs seed $4\frac{1}{2}$, waste ground sowing Moodahs seed $1\frac{1}{4}$, together making $5\frac{1}{2}$ Moodahs seed, the "Shistoo" of which is 2 Pagodas and $5\frac{7}{8}$ Fanams, to which is to be added 8 Cocoanut trees bearing fruit, growing on the ground where Kottary Anda is living, and also 9 Cocoanut trees bearing fruit, growing on the borders of the aforesaid Batty field, making together 17 Cocoanut trees bearing fruit, the Shistoo of which is $4\frac{3}{4}$ Fanams, and the Shamillut (additional Assessment) 2 Pagodas and $7\frac{5}{8}$ Fanams. The Total of the aforesaid two assignments consisting in Batty fields sowing $7\frac{1}{4}$ Moodahs of seed, barren land $10\frac{1}{2}$

Moodahs seed, waste Land 2¼ Moodahs seed, the Shistoo of which is 8 Pagodas and 6⅜ Fanams, and with 4⅜ Fanams Shistoo on the Cocoanut trees making 9 Pagodas and 1⅛ Fanams, together with the Shamillut of 8 Pagodas and 2⅜ Fanams making the Bereez (full assessment) 17 Pagodas and 3½ Fanams, all the ground which is included in the aforesaid Bereez, and all the Cocoanut trees, Beetlenut trees, Jack trees, and Mango trees, situate therein, bearing and not bearing, together with all its woods and soil, the Houses built upon it by different Tenants, and every thing else within the said ground, I have assigned to you in Adavoo and received from your hands 200 Pagodas, and the Interest calculated on these 200 Pagoda is per Pagoda one Kalassee (a measure) of Rice per annum, which at 42 Fanams per Moodda make Sixty six and half Moodahs and 7 Fanams, and the Circars' Bereez payable in money 17 Pagodas and 3½ Fanams. These Sixty six and half Moodahs of rice, together with the Bereez of 17 Pagodas and 3½ Fanams payable in money, I engage to make good to you annually within the aforesaid reaping of the 3 crops before the Vishoo Shangrandee. The 200 Pagodas for which I have thus assigned to you my ground in Adavoo (pledge), I engage to pay at once on the 30th of the month Palgunum of the year Bawa, and redeem the said ground together with this my Adavoo Saathanum (pledge deed); should I not pay you within the above limited time and redeem the said ground and Deed, I engage after its expiration to make over the said ground by the Deed of Kraya Saathanum, according to the valuation put upon it by four intelligent persons, and if the value should exceed the amount of my debt to receive the surplus; and if the valuation be less, I engage to pay you the deficiency. The witnesses of this Deed of Adavoo Saathanum are Subramanayen of Koddumana Kutty, and Achu Chetty grand son to Maaidei Apen of Moyaroor Deshum. By the owners signature and the consent of the two witnesses, Kadare Kristnen has drawn this in his own handwriting.

Translate of the Deed of Land Tenure called "Illadaaravar Saathanum" in the Province of Canara.

Vaduma Chetty, the nephew of Kodomtee Gumapa Chetty, pas-

ses this Illadaaravar Saathanum to Vengatta Kistnapayen, the son of Timapayen of Mungalapurom, on the 15th day of March 1812 corresponding with the 2nd day of the month Shactra in the year Angirasa. To relieve my distress I have pledged to you on "Illadaaraver" my Wurgha ground, the products of which have been heretofore enjoyed by myself and by my ancestors before me, called Kodomtee, situate in the Paturn Grahmum, Sajave Maagana, Vikelom Talook, the full demand on which is 9 Pagodas and 1¼ Fanams as follows,viz. the Circars Bereez (full assessment) 7 Pagodas and 1 Fanam, and the rent due to the Sajave Devasom of 2 Pagodas, making together 9 Pagodas and 1¼ Fanam, and valued at 225 Pagodas and 7½ Fanams; I have made over to you the said ground to cultivate and enjoy the usufruct, in consideration of having received from you the sum of Surat Rupees 903 which is equal to Pagodas 225 and 7½ Fanams. The whole of the property contained in the said ground assessed to the Revenue at 9 Pagodas and 1¼ Fanams which I have assigned to you on the written Deed of Illudaaravar, to cultivate and enjoy the products thereof, and received from you the sum of 225 Pagodas and 7½ Fanams, I engage to redeem, by paying to you at once the said sum of Pagodas 225 and 7½ Fanams within the month of Palgunom of the present year, and receive back this Otty Deed. If I fail to make such redemption within the aforesaid time, you are at liberty to possess the whole property of the said ground assessed at 9 Pagodas and 7½ Fanams Negady, to raise plantation upon it, enjoy its products and register the same at the Circar Cutchery in your name as your "Wurgha" property, paying the aforesaid Bereez of 9 Pagodas and 1¼ Fanams and taking the receipt in your name, and ever after to possess and enjoy all the benefits thereof yourself and your heirs, I and my heirs henceforward having no claim whatever thereto. The witnesses to this "Illudaaravar Saathanum" are, Narasinga Putter son of Nagary Narana Putter, Rama Kristnapayen son of Vatumanddy Sungapayen, Suppa Putter son of Nagary Vengana Puttur, and Shangara Chetty son of Timaya Bunddary Mukistan of the above said Hobily, Patuvan Deshum. By the consent of both parties in presence of the said witnesses Tamaya Shanaboga, writer of accounts of Sajapa Maagana, has drawn this Illadaaravar Saathanum in his own hand writing.

NOTE.—If the holder of an Illadaaravar Deed transfer it with the property to a third person, thereby vesting in the latter the rights which he possessed, a Mel Chit, or Note of Transfer, is given with the Deed drawn out in the following form.

Translate of the Deed called "Illadaaravar Mel-Saathanum Chit" in the Province of Canara.

On the 27th of August of the English year 1812, corresponding with the 20th day of the month Shrâwana of the year Angirasa (C. S.) Kimmina Allumen, the Nephew of Wattoor Mundaden Tayen, passes this "Bhumi (Land) Mel Illadaaravar Saathanum." Whereas my ancestor Kandoo Senawen did, on the 9th day of the month Azaddom, in the year Kāra, pay to Changaren the Nephew of Manneel Changara Châtten of Vekalom Talook, Ookaddy Maagana, Pattoor Grahmum, the sum of 58 Pagodas, and received from him in Illadaarawer (Tenure) the under described property in Land, viz. The Batty field named Vailoo wallee sowing 2 Moodahs seed, the Batty field named Balatee maroo, sowing 3 Moodahs seed, the Batty field named Dupé sowing 1 Mooda seed, altogether sowing 6 Moodahs seed, and the piece of waste land belonging thereto sowing half a Moodah of seed, besides one Totum (orchard), the Shistoo on Cocoanut Trees, Beetlenut Trees, Pepper vines and other Trees on the said orchard being 1 Pagoda 9 Fanams and 3-16th, and the Shaamil (additional assessment) 1¼ Fanams, making together the Bereez (full assessment) 3 Pagodas 10-16 Fanams; now to relieve my distresses, I make over to you the aforesaid Ground which pays the said Bereez of 3 Pagodas 10-16 Fanams, and the property appertaining thereto, the products of which I have heretofore enjoyed, together with the original Deed passed by the owner of the said Grounds, in consideration of my having received from you for the said pledged property, from its impoverished state, the sum of Pagodas 39 and 7½ Fanams. You are therefore henceforth at liberty to cultivate and enjoy the usufruct of the said Grounds and pay the Circar's Bereez. For the said sum of Pagodas 39 and 7½ Fanams which I have received from you, you are not to demand any Interest nor

am I to demand from you any Muchaarum (residue rent) from the produce of the said Grounds; and should the owner call upon you to resign the said Ground, you are authorized to receive the full debt upon it according to the original Deed passed by him to my ancestor, and there to resign it to him together with the said original Deed. The witnesses to the passing of this Illadaaravar Mel Saathanum Chittoo are Kristnapy Tayroo, and Dewadoo Sooba Lamby, and with the consent of both parties, Tama Shanabogue has written the same with his own hand writing.

NOTE. A person tansferring his Illadaaravar Tenure with the original Deed in the preceding manner, takes a counterpart instrument from the transferree certifying the conditions on which the transfer was made. This instrument is called an "Akrarnamah" and is drawn out in the following form.

Translate of a "Krarnamah" or counterpart agreement to the Illadaaravar Mel Saathanum.

The Kararnamah passed by Maralama, daughter of Chika Nambiary of Mungalavarom pettah, to Chinacoo, sister of Kanora Timapaya of Mangalaporom Hobely and Tarrah, and to Munddapoo son of her niece, on the 11th December 1811, E. S. corresponding with the 26th day of the month Margasheera in the year named Projelpatra.

From the Wurgha property belonging to Tamapa Rayri, situated in Coddialom maghana, Canura grahmum, of which you and your ancestors had enjoyed the products, two lots of garden ground paying 19 Pagodas and 5¾ Fanams Bereez (full Revenue) you have assigned to me for the sum of 310 Pagodas and passed a Mél Chittu on the 23rd September of the year aforesaid, corresponding with 6th of the month Assuidee, to be held by me, agreeably to that writing, from the date thereof, to the year Veshoo within the festival of Veshoo Shangrandee, which makes 9½ years, and beyond that period calculated from the said Vishoo Shangrandee to the Veshoo Shangrandee of the year named Soubanee. If at the expiration of the said limited time you bring and pay to me

at once the value of the improvement I may have made on the ground aforesaid according to the valuation of four intelligent persons, and the abovementioned sum of 310 Pagodas, I engage to deliver back to you the garden ground aforesaid together with your original Deed and the Melchittu accompanying the same. But if one day above the aforesaid Vishoo Shangrandee of the Soubanee year should elapse, and you omit to redeem your property agreeably to the tenor of the said Melchittu which you have passed to me, I and my heirs will continue to hold possession and enjoy the products thereof, and neither you nor your heirs are thenceforth to have any claim upon the said Garden ground, nor I nor my heirs to have any right to demand the price of the abovesaid ground nor the value of the improvements I may have made therein. This Krarnamah after expiration of the time limited, being then of no validity, you are to return to me. The witnesses to this Krarnamah are Melevittil Cunehary-beary's son Amod Beary, Canara Rama Chetty, Bajel Sangapoo, and Canora Akaman. The signature of the owner, and the mark of Maralarmen's hand, Canora Rama Chetty, Bagel Sangapoo, and Canara Akamen are also witnesses to the Amod Beary's hand writing in the Arabic character. With the consent of both parties Naranapen the Gomastah of Kristnasanabogue, writer of the Magany accounts, has drawn this Krarnamah in his own hand writing.

NOTE.—Translated from Malayalum versions of the original Copies in Canarese.

(Signed) T. WARDEN,

Collector.

APPENDIX No. II.

Translations of Deed of Proprietary Right in use in Malabar, from Major Walker's Treatise on the land tenures and state of landed property in Malabar, being enclosure No. 6, in the Malabar Commissioner's Report to the Board of Revenue, dated 23d July, 1801.

The following is an Attipett Ola Carunum or deed of sale of Freehold; executed on Ola in the Month of Wrischegom of the year 970.

A The Paramba situated in Calicut belonging to me Walia Wetil Teyan Ramen of Calicut, and called Wannan Candy Paramba, bounded on the East by the Western limit of Wayilel Paramba, and on the South extending to the Northern fence of Cunyel Paramba, whose Western boundary reaches to the Eastern limit of Madattil Paramba, and its Northern limit to the South extremity of Tiru Paramba; all within these four limits whatsoever contained, with the knowledge of the sovereigns and inferior Colgum Rajahs, and of all the vicinity, and of the assembled heirs, having received the full value thereof, I Teyan Ramen and my heirs am to make over by this writing with the Attipery and Neer (or the freehold and the water) thereof. In the same manner Chatoo Komen of Wennaat house in Pannyangara deshum in Parapoonaad, has caused to be executed this Deed, and the above mentioned Wannan Candy Paramba, bounded on the East by the Western limit of Wayelil Paramba, and on the South extending to the Northern fence of Cunyel Paramba, the Western limit extend-

ing to the earst boundary of Maddattil Paramba, and its Northern limit to the Southern extremity of Tiru Paramba, all within these four limits whatsoever contained is, with the knowledge of the sovereigns and inferior Colgums and all the vicinity and heirs present, the full value thereof having been paid with the Attipery and Neer thereof, to be received by the said Chatoo and his heirs.

To the voluntary grant on the above written terms of this Attipett Ola Carunum, and to the receipt thereof on the same terms, is witness the writer Attikotta Changara, who is privy to the transaction.

Kuyvidu Otty Ola Carunum written in Wrischegom of the year 970.

B I Walia Witel Teyan Ramen of Calicut am to receive on loan from Chattoo Komen of Wennaat house in Panyangara deshum of Parapanaad, the full and just sum of one-thousand and one new Virarayen fanams, in consideration of which sum of 1,001 fanams when paid, I am to give in writing my Paramba situated in Totamolly deshum in Calicut, and called Wannan Candy on Kayevidu Otty (or Otty with the alienation of the property in it.) In this manner Chattoo Komen having paid this sum of 1,001 fanams, is to receive by written Deed of Conveyance on Kayivedu Otty, the said Wannan Candy Paramba.

In the said manner it is Mutually agreed to grant and receive on Kayividu Otty this Paramba by written Deed, to which the writer hereof Wengalil Kondy Crishnen who was privy to the transaction is a witness.

Ottykumpuram Ola Carunum written in the Month of Wrischegom 970.

C I Walia Witil Teyan Ramen of Calicut having received on loan from Chattoo Komen of the Wennaat family in Panyangara desham of Parapanaad the full sum without any deduction of two hundred and one new Virarayen fanams, for the consideration of

201 fanams am to give my Paramba called Wannan Candy situated in Totamoly desham in Calicut by writing on Ottikumpuram In the same manner the above written Chattoo Komen having paid this sum of 201 fanams is to receive this Wannan Candy Paramba by written Deed on Ottykumpuram.

In the above manner it is mutually agreed to grant and receive by writing, the said Wannan Candy Paramba on Ottikumpuram, to which the writer of this Deed Waliagata Chandoo Ramens is witness, being privy to the Transaction.

Neer Modul Ola Carunum executed in the year 970 *and Month of Wrischegom.*

D To obtain the loan of two-hundred and one new Virarayen fanams, which precise sum Chatoo Ramen of Wennât house Panyangara deshum of Parapanaad has brought in hand, I Walia Witil Teyan Ramen of Calicut for this consideration of 201 fanams, am to grant by written Deed of conveyance, the Paramba belonging to me in Totamoly deshum and called Wannân Candy Paramba, on Kayivitu, Otty Kumporam, Neer Moodul. In this manner Chatoo Komen is to receive the said Wannan Candy Paramba, having paid these two-hundred and one fanams by Deed of writing on Kayividu, Ottykumpuram, Neer Moodel.

On the above terms it is agreed to give over this Paramba on Neer Modul on the one part, and to receive it by writing on the other; witness Rarambata Crishnen Vasoo Nambey, the writer hereof, who was privy to the Circumstances of the Transaction.

This Canam Pattum Ola Carunum or deed of lease on Pattum, is executed in the months of Wrischegom of the year 970.

E I Walia wittil Teyan Ramen, am to lease by deed of writing Wahhan Candy Paramba, situated in Calicut, and belonging to the Walia Witil Teyan Ramen, the Patum of which is fixed at

50 fanams, and thence deducting 25 fanams the interest of 501 fanams Canum money received agreeable to the Laws of Pâttum, for 25 fanams which I agree to take as the yearly rent; and upon these terms, namely, at 50 fanams pattum, but deducting the interest of 501 fanams according to the Laws of Pattam fanams 25, at the annual sum of 25 fanams which Chattoo Romen inhabitant of Wennâat house in Panyangary desham of Parapoonaad agrees to pay he is to receive by written deed this paramba. To the above lease so by this writing conveyed and to the receipt thereof as aforesaid, the writer of this, Waryan Witil Ramen Eechoo, who is acquainted with the circumstances is Witness.

This is a Panneya Pattum Carunum executed on Ola in the Month Wrishegom 970.

F Having received on loan from the hands of Tachu Ramen of Wennaat house Panyangara desham of Parapanaad the just sum of 500 new Verarayen fanams, I Ramen Cumaren of Madatil house of Panyangara desham in Parapanaad for this value received of 500 fanams, give over my Paramba situated in Calicut called Walia Witil paramba, estimated at the yearly patum of 50 fanams from which deducting 25 fanams the amount interest of the Loan, the remainder 25 fanams is to be given as patum and so received by me. In this manner it is settled, and the deed drawn up by Changara Teyan Wassoo Namby.

Verrum Patum Ola Carunum or Deed of lease on Patum executed upon Ola in the Month of Wrischegom of the year 970.

G To the lease by Walia Witil Teyan Ramen by deed of Writing of Wannan Candy Paramba belonging to the Walia Witil Teyan Ramen of Calicut at fifty fanams for one year as pattum, after allowing for the expences of Cultivation as customary in the Deshom, and to the receipt by written deed of this paramba on these terms, namely, fifty fanams for one year, after de-

ducting the customary charges of cultivation in the Desham, as Pattam, by Chattoo Ramen inhabitant of Wennaat house in Panyangara desham of Parapoonaad, to the granting of this lease by written deed, and to the receipt thereof in writing by mutual consent on the aforesaid terms of 60 fanams Pattum, the writer of this deed Palakel Kondy Shangaren is a witness acquainted with the circumstances.

Oondarady Patum Ola Carunam written in the Month Wrischegom 970.

H Tanyadatta Shekharen Teyan having produced in hand 101 new Virarayen fanams neither more nor less, in order to borrow this sum Imoolayel Conde Oombichy for this consideration of one hundred and one fanams when paid, am to give over by deed of writing for four years my paramba called Callyda in Panyangary desham, the patum of which is determined at 25 fanams per annum. In this manner Thekharen Teyan having paid 101 fanams is to receive by written Deed of Conveyance for four years as Oondarady (Oondavithee.)

In the above manner it is mutually agreed to lease and to take the Paramba, to which is witness Wally Kaatta Condy Shangaren the writer hereof.

Otty Ola Carunum executed in the Month of Wrischegom, 970.

I I Walia Wittil Teyan Ramen of Calicut am to borrow and receive from Chattoo Komen of Wennaat house in Panyangara desham of Parapanaad the full and exact sum which he has in hand of one-thousand and one new Virarayen fanams; for this consideration of 1,001 fanams I am to give in writing on Otty my Paramba called Wannan Candy; situated in Totamoly desham in Calicut. In this manner the said Chattoo Komen having given these 1,001 fanams, is to receive by Deed of Conveyance the said Wannan Candy Paramba on Otty. To this mutual agreement, to grant and receive the said Wannan Candy Paramba on Otty as above conditioned, is witness Wengâlet Ramen Uniry the writer hereof, who was privy to the transaction.

Otty Cury or Kolly Kanum Ola Carunum written in the Month Wrischegom, 970.

K Chattoo Komen of Wennaat house Ponyangara desham in Parapnaad having produced in hand one thousand and one new Virarayen fanams, this full and just sum I Walia Witil Teyan Ramen of Calicut am to receive on loan, in consideration of which sum of 1,001 fanams I Walia Witil Teyan Ramen am to grant on Otty Cury Kanum by Deed of writing my Paramba situate in Totamaly desham in Calicut, called Wannan Candy. In the same manner Chattoo Komen having paid the sum of 1,001 fanams is to receive by written Deed the said Wannan Candy Paramba on Otty Cury Kanum.

To the mutual agreement, to grant and receive by written Deed of Conveyance on Otty Cury Kanum, this Paramba, is witness Pally Paddatta Coru Ramen the writer of the deed and privy to the transaction.

This Adima Ola Carunum is written in the Month Wrischegom of the year 970.

L To the grant on Adima of Yelambelam Candy Paramba belonging to me Yeravy Itty Teyan of Tammapanikara house, by this Deed of writing, and to the taking by Deed of writing on this tenure of Yelambilan Candy Paramba by Callada Shangaran Teyan, to the grant and acceptance by mutual consent on these terms of Adima, is witness Pallikel Changareh Còndi the writer,

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Kettiaddokum Panneyam Mortgage Ola Carunum executed in the Month Wrischegom, 970.

M Canatta Cundu Cumaren having produced the exact sum of 101 fanams new Virarayen, in order to receive which sum on loan, I Kolungara Candy Cungoo Crishnen for this consideration of 101 fanams when paid, agree to give in writing the produce of my Paramba called Chettada for one year as a pledge for the yearly interest at 10 per cent. making ten fanams per annum.

In same manner Cundu Cumaren agrees to accept in writing of the produce of Chettada Paramba in pledge for one year for the interest, being ten fanams at the rate of ten per cent. per annum.

In the same manner it is mutually agreed, that on the day on which these 10 fanams interest due shall fail to be paid, this Paramba shall be taken possession of and cultivated at the Pattum or rent of ten fanams for a year as Kettiaddakum (or seized and taken possession of,) To this lease and acceptance by writing with mutual consent the writer hereof Catteyatta Teyan Comen who was privy to the transaction is witness.

The following is an Ary Koory (Kooly) Kanum Karunum.

N This is a Deed of Inclosure and Tree cultivation, executed upon on Ola in the month of Karkedakam of the year 976 of the Kollum Era, between Yariachen Nambara of Eliadam at Calicut; the executor of this disposes of his Paramba called Chakitta Kandy in Periedam Deshum upon the Inclosure and Tree cultivation tenure, and the Tier Mullapelly Earwy Ramen, the receiver on the same terms of the aforesaid Chakitta Kandy Paramba situated in the Periedam Deshum; between whom it is mutually agreed that the sum of one hundred fanams for the expence of inclosing (in the first instance) the Paramba, together with that of all charges of repairs from this date, and the value that may be set on the cultivation agreeably to the Custom of the Deshum. In witness to the execution and acceptance of which double tenure of inclosure and tree cultivation, this was written by Achariatta Teyen Koman.

This deed of Lease on Cury or kooly Canum is written, on Ola in the Month of Wrischegom 970.

O The Paramba called Wannan Candy in Calicut belonging to me Walia Witil Teyan Ramen I am to lease on Cury Canum for the purpose of planting fruit Trees; by this deed of writing and on

these conditions of Cury Canum for the purpose of planting fruit trees is this said Wannan Candy Paramba to be taken by deed of Lease by Chattoo Ramen inhabitant of Wennaat house in Pannyangara desham of Parapoonaad, on this condition ; that whatever fruit trees are planted within this ground, their value and charges of cultivation it is agreed shall be paid for according to the custom of the Desham. To the granting of this written lease and to the acceptance thereof with consent of both parties, is witness the writer Padikel Madaven Govinnan who was privy to the transaction.

Kudy Irippa Cury Canum Ola Carunam written in the Month of Wrischegom 970.

I am to grant on Lease for Cury Canum and Kudy Irippa (or for bringing into cultivation and residence on the ground) Wannan Candy Paramba in Calicut, belonging to the Walia Wittil Teyan Ramen, and on the same terms Chattoo Ramen of Wennaat house Pannyangara desham in Parapanaad is to take this said paramba for Kudy Irippa and Cury Canum jointly ; that is to say whatever number of fruit trees may be planted their value and expence for improvement shall be paid for according to the custom of the Desham without dispute. To the granting and acceptance of this Lease mutually by writing, Yedattil Reshuwan Ramen the writer of this, is witness and privy to the transaction.

Panneya Patum Cury Canum Kudy Irippa Ola Carunum written in Wrischegom 970.

Having borrowed and received from Chatoo Ramen of Wennaat house Pannyangara desham in Parapanaad, the exact sum of 501 old Verarayen fanams I Walia Wittel Teyan Ramen of Calicut for the said consideration of 501 fanams, lease the Paramba called Wannan Candy situated in Calicut, by deed of writing for one year, at 50 fanams Pattum, and on the same terms, the aforesaid

Chatoo Ramen is to receive by written deed the said Wannan Candy Paramba at fifty Fanams patam, having advanced the same of 501 fanams Canum being the value of the Patum; and thence deducting the interest of the sum of five hundred and one fanams being fanams 25, the remainder 25 fanams I Teyan Ramen agree to receive as patum, and on these terms Chattoo Ramen accepts the lease. In the same manner it is agreed to pay for any fruit trees which may be planted in the said paramba, their value and expences of cultivation, according to the custom of the Desham. To the granting of this Lease and to its acceptance, the writer of the deed, Attikotta Chattoo Ramen is witness, and privy to the transaction.

N. B.—It is the custom of Malabar when the sum is in even numbers to add one more to the writing or deed. Thus if the sum is 10-20-50 or 100, it will appear in the Caruuam 11-21-51-101; but if the real sum should be itself an odd number it is inserted without any addition.

(Signed) A. WALKER.

(True Copies.)

(Signed) T. M. KEATE,

Secretary.

Originals of answers to the Mirási questions by B. Sankaraya, Sheristadar to the Collector of Madras.

APPENDIX. N°. III.

மூதலாவதுகேழவி.

மிராசுதாரர்களதானே குததகைகாறராகவிராத விடஙகளில மிராசெனகிற காணியாடசி யிதுவரைகு மெபபடிமேனமையாயே ர்நதுகொளளபபடடது.

மூதலாவதுகேழவிககுததரவு.

இநததொணடமணடலம ஏறபடுததின காலததில உழவுடை யைகளுறிசதுக காணியாடசிஎனகிற மிராசுகுடிகளுககு ஏறபடுததி னதாயும அதுமுதலவர்களுக கசதமிராசு அனுபவியாய நடநதுகொண டு வருகிறதாயும பெரியவர்கள சொலலுகிறார்கள இபபேர்பபடட மிராசிலலாதவன-அநதமிராசு நிலஙகளுக குததகைக்கொடுததபோ தைகு மிராசுதாரரஙகளகொணடு சாகுபடி செயவிகிறதே யலலாம றபாயகளாரிகளுகொணடு சாகுபடி செயவிகிறநிலலை ஆனுலமி ராசுதாரனுகுச சாகுபடிசெயகிறததுகு சகதியிலலாமறபோனுல-அபபோது, அநதவூரிலிருகிற உட்குடிகளுக கொணடாவது புற குடிகளுக கொணடாவது சாகுபடி செயகிறவழிகமுணடு அப படிசெயவிததபோதைகும-மிராசு சுதநதிரஙகளுயுந துணடு வாரத தையும மிராசுகுடிகளுகுததானே பஙகாலுளள பிரகாரஙகொடுக கிறவழிகமுணடு இநதச சனனபபட்டணததிலேவீடுகளேறபடா மல சாகுபடி நிலஙகளாயிருநதகாலததில மேலெழுதியபிறகாரமநட நதது-இபபோது வீடுகளாயும பாடடைகளாயுந தோடடஙகளாயும ஏறபடடுபோனபிறகு மேலெழுதிய வழிகநதபபி வீடுகளுகுஞ சிலலரையா யிருகிற மனைகளுகுமாசவரியாயும வருஷாநதிரவரி யாயும ரேகை ஏறபடுததி வீடுகளுகு மனைகளுகுஞ சீடடுகள பிற கிற வழிக முணடானதிலுலே காணியாடசிததர்மஙக ளெடுபட டுபோசுது - ஆனுல சாகுபடியாகிற சிலநிலஙகளுக்கு மாதிரம பூருவவழிகபபடிகு மிராசுதாரனுகுகு மிராசுநடநதுவருகுது.

இரண்டாவதுகேழவி.

சருசுநிலங்களுகு மிராசுணடா.

இரண்டாவது கேழவிக குததரவு.

சருசுநிலங்கள் கிராமதரததுகுடபடடதான படியிலே அந
த நிலங்கள ஒரடுகும மிராசுக குடிகளுகுததானே பாததியம
நடநதுகொணடு வருகுது-கிராமபபங்கு மாலைபபடிசகு-நதம வரி
புறமபோகுததருசுநிலங்கள முதலானதுகளுக கிராமததிற பங்கிரு
நதால பங்குபபிரகாரமாவது பங்கிலலாமலஏகபோகமாயிருநதால ந
தபபடிகாவது அனுபவிகிறவழகமுண
டு ஆனலொருவேளை நிவாணததார் ஒருமிராசுதாரன கிராமததையா
வது அதைசசேர்நதசருசு நிலங்களையாவது அநதகளுப்பிரமாணத
துகுடபடடமறறெநத நிலங்களையாவது வேறொருவனுகுசு சர்வ
மானியமபண்ணவேணுமெனறால அநதமிராசுதாரனுகு உழவடை
குசு கிரயங்கொடுதது சர்வமானியமபண்ணுகிற வழகமுண்டி
அபபடிசகு உழவடைகுசு கிரயங்கொடாமறபோனலுமானியகா
றனுகு மேலவாரதானியததுகுமாதிரம பாதியமிருகும அநத
மிராசுதாரன கிரயமவாங்கிறததுகுசு சமமகிகாமறபோனல அவ
னுசசமமானபபடுதியாவது அலலதுநிலமபரிவற்தனை பணிக
கொடுததாவது மானியம பணிகொடுகிறதுண்டி இநதபபிரகா
ரம சோழநேசததிலே நீடாமங்கலம எனகிறகிராமததிலேயுங கல
னுபோடடிருகிற கிராமததிலேயும - இனனமனேகசகிராமங்களி
லேயும இநதபபிரகாரமநடநதிருகிறது இபபடிகுததரபபடியிலே
சேர்நத சருசுநிலங்களுகுகு குடிகளுகு மிராசு ஒறறிகொடுததிரு
கிறபடியினலே அநததரபபடிப பிரமாணததிலே மலைகளிருநதா
லதுகும மிராசுதாரர்களுகுகு காணியாடசி பாதியமிருகலாமெ
னறு தோனுகிறது அநதபபிரகாரம செங்கலபபடடசி சிலலாவிலே
பலலாவரம அடையாளசசேரி யிநத இரணடுகிராமங்களுசசேர்நத
மலைகளுகும இனனுஞசிலஊர்களுசசேர்நத மலைகளுகும குடி
களுகுதானே மிராசுநடகிறதாயகேழவி இதுவுமலலாமல நில
ததைகுறிதது எழுதுகிறதானசாசனங்களிலேயும பங்குவிகிரயச
சீடடுகளிலேயுஞ சலதருபாஷாண நிதிநிகேஷபங்கள் விகிரயததுக
குடபடடதாய வழக்கமா யெழுதுகிறபடியினலேயும-பாஷாணமா

வது மலையெனகிற அத்தங்கொடுக்கிறபடியினாலே அதுசுற்றுவட்டகை ளுக்கு மிராசுபாத்தியமுண்டென்று தோன்றுகிறது – இந்தப்பிரகாரமுள்ளவட்டகைகளுக்கு மிராசைக்குறித்துச் சொத்துவ மிருந்த போதைக்கும அந்தச்சொத்துவம முக்கியமாய உழவடையைக் குறித்திருக்கிறபடியினாலே பூமிக்கு இராசாவுக்குத்தானே அதிகச்சொத்துவங் காணப்படுகிறது ஆகையால மிராசுதாரனாகுபடிபண்ணுமல நிவாணத்துக்குக்ஷடமபண்ணினால அந்தநிலத்தைச்சாகுபடிபண்ணுவிக்கும்படியான பாத்தியமும கவுலகொடுக்கும்படியான பாத்தியமும் நிவாணத்தார் செலுத்திக்கொண்டு வருகிறார்கள.

மூன்றாவதுகேழவி.

மிராசுதாரன சாகுபடிகாலத்திலே யொருவருஷஞ் சாகுபடி செயயாமற்போனலவன மிராசைத் நிவாணத்தார் தெண்டத்துக்கு தீர்த்துக்கொள்ளுகிறதுண்டா.

மூன்றாவதுகேழவிக்குத்தரவு.

மிராசுதாரன ஒருவருஷஞ் சாகுபடி செயயாமல போனதினாலே மிராசை நிவாணத்தார் தெண்டத்துக் கெடுத்துக்கொள்ளுகிறதில்லை-ஆனாலந்தச்சுற்றுவட்டகையானவன் நெடுங்காள ஆசாமிலலாமலஞ்சாகுபடியிசாரமுதலான காரியங்களுக்கு-கலேசமுண்டாகுகிற சர்க்கார் காரியங்களுக்கு மிகவும விரோதமுண்டாகுகினாலந்தமிராசைசர்க்கார்மேலே யிஷ்டமான பெயரை யனுபவித்துக்கொள்ளுமபடியாயக கவுலகொடுக்கிற வழக்கமுண்டு அந்தபபடிக்குச் செங்கலபபடுசெ சிலலாவிலே மேஸதர்பிளேசு துரையவர்கள் காலேயிலகடந்திருக்குது– இதுவுமலலாமல தஞ்சாவூர் சீர்மையிலே சிலகிராமங்களை இராசாவானவர் வேறேபெயருக்குச் சாசனமபண்ணிக்கொடுத்திருக்கிறார்.

நான்காவதுகேழவி.

மிராசுகடகாதலிடங்களிலே சமாபந்திபண்ணுமபோதுநிவாணத்து உத்தியோகஸ்தர் மிராசைக்குறித்து மேனமையாய நடபபிக்கிறதுண்டா.

நான்காவது சேழவிகருத்தரவு.

நீவாணத்தார் வாரபபத்துநிலத்தைக குத்தகைக்குக கொடுக்க வேணுமென்ற கோரியிருந்தால நியாயமானபேர்சுகு அந்தநிலத தினமிராசுகுகாரனேதான குத்தகைக்கு எடுச்சுசொலலிகேடடு அவனதுகு ஒபபாமற்போனால அதினபெயரில அந்தமிராசுகுகாக அவனுகுகெதுவும ஒத்துகொடுகாமற பினனொருவனுகுகுக குத்த கைக்குகொடுக்கலாம ஆனால அந்தக்குத்தகைக்காரனிந்த மிராசு தாரனேகொணடுதானே சாகுபடிசெயவித்து மாமூலவாரம அவனு குகுகொடுகுகிறதுணடு இபபடிநடகுகிறதேதவிர குத்தகைஎடுக்கி றதுசகு அவன சமமதியாமற்போனால அவனமிராசைப பினனொரு வனுகுகுகொடுத்து அவனேதுரத்திவிடுகிறதுகு ஒரு நியாயமுமில லை-ஒருவேளை மிராசுதாரனபேரில நீவாணத்தாருகுவிசேஷமாயப பாகுகியிருந்தால அதைச்செலுத்துகிறதுகு அவனுகு நிருவாக மிலலாவிடடாலஅந்தபபாகுகியை வரபபறறிக்கொளளுகிறதுக்காக வும அந்தச்சமுசாரிசுத்தமா யெடுபடபோகாம லிருக்கிறதுக்கா கவுந நீவாணத்தார் அவனுடையநிலங்களுத தங்களாதீனமபணணி கொணடு காரியக்காரனேவைத்துசசாகுபடிமுதலானதுசெயவித்து அவனபாகுகித்தீருகிறவரைகும அவனுகுகுச்சேரவேணடிய துண டுவாரம குபபத்தமுதலானதுகளை விகுகிரயமபணணியெடுத்துக்கொ ளளுகிறவழக்குமுணடு இந்தபபிரகாரம நடபபிகுகிறதுகுகுத நீவா ணத்தாருகுச சமமதியிலலாமற போனாலவனபேரிலிருக்கிறபாக கிபபணதத்தை அந்தக்கிராமத்திலிருக்கிற மிருந்தபங்காளிகளையி லேவாங்கிச்கொணடு அந்தக்கிராமத்தானைத்தானே அவனுடையப ங்கை - சபரகிரயசாசனமபணணிக்கொணடு எடுத்துக்கொளளச சொலலி சொலலுகிறவழக்குமுணடு அந்தபபிறகாரம பூர்வமாடந்த துணடு.

ஐந்தாவது சேழவி.

மிராசை நீவாணத்துக் உத்தியோகஸ்தர் மேனமையாயநடப பியாமறபோனபோதைக்கும அதைக்குறித்து மிராசுதாரனாக குடித் தனக்காரர்கள மேனமைசெயகிறதுணடா.

ஐந்தாவது கேழ்வி:-குத்தரவு.

மிராசுநிலங்களேமறரூருவன குத்தகைக்குகொடுத்தால - கிரா மமானியம குபபத்தமமுதலானகிராமமேனைகள துண்டுவாரம, மிரா சுதாரனேசசேருறதேயலலாமற் குத்தகைதாரனுக்குச சேரவேண்டி யதமிதியமிலலை-மிராசுதாரன சற்காருக்கு வீரோதமானதபபிதங களபணணி அதினுல மிராசு அவனுக்குத்தளளுபடடிருந்து அவன பாயக்காரியாயிருந்து சாகுபடி பணணுகிறேனென்றுசொலலி அது தீவானத்தாருக்கும யுக்த்தமாயிருந்தா லந்தநிலங்களே அவனேக்கொ ண்டுசொகுபடிசெயலிக்கிறவழக்கமுண்டு. ஆனலவனுக்குக்கிரயவிக கிரயங்களுக்குபபாத்தியமிருக்கமாடடாது - மிராசு சுதந்திரங்களும அவனேசசேரமாடடாது தரபபடிசறீபுபபணணவிடத்தில நிலங்க ளுயர்த்தியாயிருந்தால சறீபுக்கணக்குபபிரகாரம மிராசுக்குடிகள தங்களுடைய பங்கினபெயரிற் பிறித்துக்கொண்டு சாகுபடிசெயது சற்காருக்குத்தரவாதம பணணுகிறதுண்டு சற்காரில மிராசுதளளிப போடடால அந்தமிராசு சுதந்திரமவனுக்குடக்கமாடடாது.

ஆறுவதுகேழவி.

மிராசுஎத்தனேகிராமங்களிலுடக்குது.

ஆறுவதுகேழவிக்குத்தரவு.

மிராசுமுக்கியமாயசெங்கலபபடடச்சிலலாவிலேயுந்தெறகே சோழதேசத்திலேயும ஆறகாடடுசீமையிலேயும இனனம தெறகுத தேசங்களிலேயும தாஞ்சி விக்கிரயங்களுக்கு யோக்கியமாயக் குடி களஅனுபவிக்கிறதுண்டு. சிலகிராமங்களிலேமிராசுதாரனுயிருக்கிற வன தனதீழிருக்கிற உட்குடிகளுக்கு உழவடைகாணியாடசிசாச னமபணணியெழுதிக்கொடுக்கிறதுண்டு அதைமறுபடியும அந்தமிரா சுதாரன தளளக்கூடாது-அவனுக்குப்பதிலவேறேகுடியையுமவைக க்கூடாது ஆனலந்த உட்குடிமிராசுதாரனுக்குக் கீழபபடிந்துநடந் து கொளளுகிறவழக்கம, இபபடிக்கு உழவடை காணியாடசெயில லாத உட்குடிகளும - மிராசுதாரனுக்குக்கீழபபடிந்து நடந்துகொ ளளுகிறது அவர்களே மிராசுதாரனவன கிராமத்தைவிடடுப புற குடிகளேப போகுமபடி செயகிறபோலே இவர்களேச செயய க்கூடாது.

ஏழாவதுசேழவி.

ஏதனேகிராமங்களில மிராசிலலே.

ஏழாவதுகேழவிகருதரவு.

வடகருததேசதகிலேயும இனனஞ சனனபபடடணததோடு சேர்நதசில தேசஙகளிலேயுங குடிகளுககு மிராசனகிறபாதகியமிலலே ஆனல காளஅஸதிரிசிமை வெஙகடநிரிசிமை பொமம ராசாசிமையிலேயும செலலூர்முதல வடதேசஙகளிலேயும மேறசேயிருககிறசிமைகளிலேயும பாயககாரிகள தவிர-கதிம்சனனறு குடிகளிருககிறர்கள அவர்கள தலைமுறை தலைமுறையாக கிராமங்களிலே குடியிருநதுகொணடி அநதநதககிராம சாகுபடி செயதுகொணடி அதிலுடையநஷடஙகளை அனுபவிததுகொணடி-ா உா-ூா-வருஷகால டாயத தீவாணததாருககு வரி கொடததுகொணடமருகிறர்கள - இவர்களுககு உழவடையெனகிற நிலகாணியாடசியும கிராமமானிய முதலானதுகளு மிலலாதே போனபோதைகருத தற்மசாஸதிரபபிறகாரம- உலஞ்ல மனுபவிததால நிலததைதாருறிதது சொதது வமுணடாகிறதெனறு சிலகிரநதகாரருடைய மதமிருகிறபடியிஞலேயும-ா-ஞல மனுபவிததால நிலததைகருறிதது சொதது வம பிறகிறதெனறு சிலகிரநதஙகளிலிருகிறபடியிஞலேயும - எவவிததிலேபுமிநத கதிம - களுககு அவர்க ளனுபவிததுகொணடவருகிற நிலஙகளைகருறிதது தொணடமணடலம சோழமணடலததிலிருககிற குடிகளுககு மிராசிருககிறபோலே இவர்களுககு மிருகுமெனறு தோனறது - சாஸதிரதிஞலே இவாகளுககுச சொதது வமிலலையெனகிறது அபபடவிலலேமேலும மிராசிலலாத தேசஙகளிலிருகிற இநத - கதிமகளுககுத தீவாணததார் தயவுபணணியுழவடைகாணியாடசியுணடாகிஞல இவர்களுககுாணயமுமகவரவுமும-உணடாயசறகாருககு இவர்களபெயரில மிகவுமபாகிசுமாநது பணஞசெலுததுகிறதுககு வருததமாயிருநதால அபபடி பபடடசமயததிலே அநத உழவடையை இவாள அடகுவைதது தீவாணததாருகபபணஞசெலுததஅனுகூலமாயிருகும - மேலுங குடிகளெடுபடுபபோகமாடடார்கள-மேலுமநதநிலஙகளிலேகுடிகளுககு ஆசைஉணடாயச சாகுபடிமுதலானதுகள் செயவார்கள-அதிஞலே தீவாணததாருககு நஷடமுமிலலே.

எட்டாவது கேள்வி.

தாலூகாக்களிலெத்தனை மிராசுதாரர்களுண்டு.

எட்டாவது கேள்விக்குத்தரவு.

முண்டக கிராமங்களிலே பெரிய கிராமமாயிருக்கிறதுக்கு இருபது பெயர்மட்டுக்கும் சின்னகிராமமாயிருந்தால் ஐந்து பெயர்முதற்பதது பெயர் மட்டுக்கும்-மிராசுக்குடிகளிருப்பார்கள்- இப்படிக்கிருக்கிற கிராமங்களிலே சிலபெயர்மிறுதாவட்டமாயபோனலவ்வாளபங்குசிலங்கோ மிருந்திருக்கிற மிராசுக்குடிகள் பங்கிட்டுக்கொண்டு அனுபவித்துக்கொண்டுவருகிறதுண்டு.

ஒன்பதாவது கேள்வி.

எத்தனை உழுகிறகுடிக ளுண்டு.

ஒன்பதாவதுக்கேள்விக்குத்தரவு.

உடகுடி மிராசுகுடிகளும் பாயக்காரிகளுமாயக கிராமத்துக்குத்தக்க தாயப பெரிய கிராமத்துக்கு-ஈரைம்-பெயர்முதல்-ஈ-பெயர் மட்டுக்கும் சின்னக்கிராமத்துக்கு-ச-பெயர்-இரு பெயருமாயிருப்பார்கள் ஆனலுந்தாந்தக்கிராமத்தின் நிலவிஸ்தாரத்துக்குத்தக்கதாயிருப்பார்கள் அந்தந்தக் கிராமங்கள வேளாளருடையதாயும அகமுடையருடையதாயுமிருந்தால அவர்களுக்கு அடிமைகளிருக்கிறதுண்டு அந்தஅடிமைகளோ உழுகிறவர்-ஒன்றுக்கு-ஒரு ஆளவிழுக்காடு வைத்துக்கொண்டு சாகுபடிசெய்துகொண்டுவருவார்கள அடிமைகளுக்குறைச்சலாயிருந்தாற படியாளகளைவைத்துக்கொள்ளுவார்கள பிராமணரிருக்கிற அக்கிராரங்களாயிருந்தாற படியாளகள விசேஷமாயும அடிமைகள கொஞ்சமாயுஞ் சிலகிராமங்களிலே யிலலாமலுமிப்படியிருக்கும.

பத்தாவது கேள்வி.

வருஷாந்திரமிராசுதாந்தரத்தினுடையசராசரிவருமானமுடைவாரத்தினபேரில் நூற்றுக்கெவ்வளவிருக்கும.

பதினாவது மேழவி.

மகாராசஸ்ரீ கலகடடர்துரையவர்கள கொதேதமறுமொழியை யபார்த்துககொளளவேணடியது.

பதினேறுவது மேழவி.

வருஷாநதிர மிராசு சுதநதரததினுணடய சராசரிவருமானபேரி சுறுறறுகவவளவிருககும.

பதினேராவது மேழவிகருததுரவு.

கலகடடர் துரையவர்கள கொதேதமறுமொழிகளேதானே பார்த்துககொளளவேணடியது.

பனனிரணடாவது மேழவி.

மிராசுசுதநதரததைவிறபனைசெயகிறதுணடா.

பனனிரணடாவதுமேழவிகருததுரவு.

மிராசுதாரர்களுககு அவசரமிருநது மிராசை விறபனைசெயய வேணடியதிருநதால விறபனைசெயதுகொளளலாம - குதுவை வைதது கொளள வேணடியதிருநதாலும வைததுகொளளலாம - தானம பணணிகொளள வேணடியதிருநதாலும பணணிக கொளளலாம- இதுகள தீவாணததாரதிது நாளதுவரைசகுமாமூலாயநடநதுவருகு தி இநததேசததிலேயுந தெனறேசததிலேயுங கிராமஙகளேகுடிக ள அறுதிககளையாயும- பசுஙகளையாயு மனுபவிககிறவழகக ம - கிரா மததிலே யெநதெநதச்சமூசாரிககு மிருககிறநிலததை அநதநதச்சமூ சாரித்தானே சாசுவதமாய அனுபவிததால அது அறுதிகளையென றுசொலலபபடும- எ-ஞு தாதுகொருவிசையாவது- ஔ - ஞு தாதுக கொருவிசையாவது-ஔ-ஞுதாதுகொருவிசையாவது அலலது அந தநதஊரில கிபரதனேயானகாலததிற கிராம அசேஷருசெனஙகளுங கூடிசசிடடுகளேபபோடடுகொணடு நிலவகளேபபரிவரதனே பண ணிகொணடனுபவிததால அது பசுஙகளையெனற சொலலபபடும யாருககாகிலுமதானம, கிரயமுதலாகிய ஏதுவினுலே அறுதிகளை கிராமஙகளிலேபஙகுணடானால அவனுதபபஙகுகுளள-ருசெ

ய-புனசெய-தோபபதுரவு தணனீர்முதலானதுகளுகுப பாதகி யனுகுவான-பசுஙகளாகிராமததிலே பஙகுணடானுல-நதநதவீர பபரிவர்தனைகுடபடட பூமியிறுடையவருமானதினபஙகுகு ளள-ஈனசெய, புனசெய, முதலானதுகளுகுப பாதகியனுகுவான வாதெரதகிராமததி லிருக்கிறவனும அநதநதக கிராமததிலே கிரய முதலானதுகளுகுப பஙகுவாஙகிகொளளுகிறதே தவிர அனனி யகிராமததாருகுக கொடகிறவழகமபூர்வமிலலை இபபோது நட கிறது.

பதினமூனறாவது கேழவி.

மிராசை விறபனைசெயகிறபகுதியில அதிறுடைய வருஷாக திரவருமானதறுகுகிமா யெதனை வருஷஙகளுடைய வருமானத தின தொகைகுசசாதாரணமாய விறபனைசெயகிறது.

பதினமூனறாவது கேழவிக குததரவு.

மிராசை விறபனைசெயகிற பகுதியிலே அநதகிராமதறிறு டைய நீர்வளம நிலவளம கிராமமானியம புழைகடைகள குபபத தமபாயகாரிகள வாரமிதுமுதலானதுகள உயர்நதிருநதால உயர்நத விலைகுவிறகும - குறைசசலாயிருநதால விலைதாழநதுபோம-ஆனு ல விறபனைசெயகிறவனுகு அவசரமிருநது கொளளுகிறவர்களில லாமறபோனுல குறைநதவிலைகு விறபனைசெயகிறதுமுணடு ஒரு நிதானமாயிருகுகமாடடாது. அபபடியிருநதபோதைகுகு சென்ன படடணததைசசார்நத குணடு சாலைகிராமஙகளில காணிஒனறுக குமுன வீராகன-எ-ஆகயிருநதபூமி இபபோதுநிலதறுகுநதகாத யகாணி ஒனறுகு நூறுவராகன முதறகொணடு ஐநூறுவராகன மடடுமிருகுது செஙகறபடடுச செலலாவைசசார்நதவெளிசசீமை களில மிராசுவிறபனைசெயதால நிலதறுகுநதகாதாயகாணி-ஒன றுகு இரண்டுவராகனமுதறகொணடுபதறுவராகனமடடுமிருகுது.

பதினஞனாவது கேழ்வி.

ஒரு மிராசுதாரனுகுவருகிற வருஷாநதிரவருமானதிலு மிகு நதவருமானமெவவளவு-தாழநதியானவருமான மெவவளவு – சராச ரியான வருமானமெவளவுகூடிம.

பதினெட்டாவது கேழ்வி கூறுதல்.

இதனுடனேகூடவைத்திருக்கிற கணக்குகளையும் கலக்டர் துரையவர்களுடைய மறுமொழிகளையும் பார்த்துக்கொள்ள வேண்டியது.

பதினேந்தாவது கேழ்வி.

மிராசுதாரர்கள மிராஸிலுலே வருகிறபணத்துலாப மிச்சிகிற தேதவிரவினனமிராசி னிமித்திய மேதாகிலுமேனமைபாராடுகிறார்களாவிலலேயா.

பதினேந்தாவது கேழ்வி கூறுதல்.

இந்தப பிரதேசங்களிலே ரொக்கமான ஆஸதி எவ்வளவிருந்த போதைக்கும அதினுடனேகூட மிராசிருந்தால அவனுக்கு மேனமை அதிகமென்றுசொனனங்களா லெண்ணப்படும் - இதுவுமலலாமல அந்தமிராசிருக்கிற கிராமத்துக்குப பெரியதனமா யிருக்கவேணுமென்றும தீவாணகாரியங்களிலேதான முன்னின்று பேசுகிறமேனமை தனனுதென்றும சர்க்காரிலே தந்தீபகொடுத்தால அதுமிராசுதாரனதனக்கே சேரவேணுமென்றும எண்ணுகிறதுண்டு-இதுவுமலலாமல அந்தப்படி நடக்கிறதுமுண்டு.

பதினேழாவது கேழ்வி.

மிராஸிலலாத விடங்களிலே குடிகளுக்கு நிலங்களெவ்விதமாய்ப்பிறிவினை-அவர்களுக்கு நடப்பிக்கிறபந்தோபஸ்துகளென்ன.

பதினேழாவது கேழ்வி கூறுதல்.

மிராஸிலலாதகிராமங்களில சாகுபடி நிமித்தியம் பாயக்காரிக குடிகளசேர்ந்தால அவர்கள சர்க்கார் உத்திரவுப்படிக்கு கிராமத்தை சசார்ந்தவிலங்களே அவர்களுடைய ஏருகளினபேரிற பங்கிட்டுக் கொண்டு உழுதுசாகுபடிபண்ணிச சர்க்காரிலே அவர்கள பெற்றுக் கொளளுகிற கவுலபிரகாரங குடிவாரம பற்றிக்கொளளுகிறதுண்டு தீவாணத்திலே அந்தப பாயக்காரிக்குடிகள குத்தகைபண்ணிச சர்க்காருக்குச செலுத்தவேண்டியபணத்தை அவரவர்கள நிலத்துப்பாயின பெயரிற பணஞ்செலுத்துகிறதுமுண்டு-ஆனால மேலப்படிவில

கலைகளிலுள்ள விஷயங்களுக்கும் - மானிய மனுபவிக்கிறதுக்கும் - குடும்பத்தை முதலானமேலான ஸ்நேஹங்களுக்கு தண்டுவாரத்தையும் வாங்குகிறதுக்கும் அப்படிப்பட்ட பாயகாரிகளுக்குப் பாத்தியமில்லை.

பதினேழாவது ஸ்லோகம்.

மிராசிலுள்ள வீடுகளிலே குடிகள் - ஜாஸ்தியாய் வேலைக்குப் போகிறதும் - முனசாகுபடி செய்கிற நிலமிடத்தே நேரில் சாகுபடி செய்கிறதும் முண்டா அப்படி நடக்கிறதுக்கு அவர்கள் இசைசையாயிருக்குதா அல்லது தேவைதானார் மத்தஸ்தனை போலிருக்குதா.

பதினேழாவது ஸ்லோக குறிப்பு.

மிராசிலுள்ள வீடுகளிலே குடிகள் அந்த ஊரைவிட்டு மேற்றேசுக்கு போகவேணுமென்று - சர்க்காரிலே தன் பெயரிற்பாக்கியிலிலென்று தீர்ப்புப் பண்ணிக்கொண்டு போகலாம் அவனே பாயசேருகிற கிராமத்தில மிராசுகுடிகளில்லாதிருந்தால் இவன் சர்க்கார் ருத்திரவினமேல் சாகுபடி செய்யலாம் மிராசுகிராமமாயிருந்தால மிராசுகுடிகளைகையினீழ்ப பாயகாரியாயிருந்து சாகுபடி செய்கிறதுண்டு.

சென்னபட்டணம்
ஆகாயசுவாமி
மேஸ்திரி

சங்கரயன
முனிறத்னதாதார்.

The originals of the documents appended to Mr. Ellis's answers to the Mirasi questions.

APPENDIX No. IV.

ವಿಜ್ಞಾಯಕರ ಸಮಸ್ಥಾನಗ್ರಹಣ್ಡಾನ ಕಾಗಾಯಿಲ್ ಕೊಡ್ಪಿಕ

சாசனங்கள் - நாலு.

No. I.

ಸ್ವಸ್ತಿಶ್ರೀ ವಿಜಯಾಭ್ಯುದಯ ಶಕವರ್ಷ ೧೩೧೯ ನೇಯ ಪ್ಲವ-ಖ ಸಂವತ್ಸರದ ಮಾರ್ಗ-ಶಿರ ಶುದ್ಧ ೧೦ ಲ್ಲು ಶ್ರೀಮನ್ಮಹಾರಾಜಾಧಿ ರಾಜರಾಜಪರಮೇಶ್ವರ ಪೂರ್ವ-ದಕ್ಷಿಣ ಪಶ್ಚಿಮ ಸಮುದ್ರಾಧಿಪತಿಯಾದ ಶ್ರೀಮನ್ಮಹಾಪ್ರತಾಪ ದೇವರಾಯ ಮಹಾರಾಯರು ಪೃಥ್ವಿರಾಜ್ಯಂಗೆಯು ತ್ತಿರಲು - ಶ್ರೀಮನ್ಮಹಾಪ್ರಧಾನ ನಾಗಂಣ ದಂಣ್ಣಾಯಕರುಮುಖವಾಗಿಲ ರಾಜ್ಯ ದಲ್ಲು - ಶ್ರೀಮಠ ಅಂನದಾನವಚಿಯರು ನ್ಯಾಯಧರ್ಮ-ಗಳನು ಪಾಲಿಸುತ್ತಾ ಸು ಸ್ಥಿರವಾಗಿ ಮುಳುವಾಗಿಲ ರಾಜ್ಯಪರಿಪಾಲನವ ಮಾಡುತ್ತಿದ್ದಲ್ಲಿ ಮುಳುವಾಗಿಲ ಗೆ ಮೂಲಸ್ಥಾನವಾಗಿಯಿದ್ದ ಗ್ರಾಮದೇವತೆಯಾದ ಲಾಮುಳುವಾಯನಾಚಿದೇವಿ ಯರನಿರೂಪದಲ್ಲು ಲಾಮುಳುವಾಯನಾಚಿದೇವಿಯರ ಸ್ಥಾನೀಕರು ಕೇಶವಪ್ಪ ಕುಮಾರೈಯ್ಯ ಮಕ್ಕಳು ಬಲ್ಲಪ್ಪನು ಮಣ್ಣೈಯ್ಯರು ಮಾರಪ್ಪ ಕೇಶವಪ್ಪಕು ಮಾರೈಯ್ಯ ಕಂಮ ಲಾವಾಂಬಿಲ್ಲೆಕಂಮೆಳಗೆ ಯೈಕಸ್ತರಾಗಿ ಶ್ರೀವತ್ಸ ಗೋತ್ರದದೇವರಸರಮಕ್ಕಳು ಶಿವರಾತ್ರೆಯ ವೀರಂಣಗುರು ಮಲ್ಲಂಣಗುರುವ ಳಗಾವ ಮಹಾಜನಂಗಳಿಗೆ ಕೊಟ್ಟಧರ್ಮ-ಶಾಸನದ ಕ್ರಮವೆಂತೆಂದರೆ ಮುಳು ವಾಗಿಲರಾಜ್ಯಕ್ಕೆ ಸಲುವರೆಯದಿನಾದುವಳಗೆ ನಮ್ಮಮುಳುವಾಯನಾಚಿದೇವಿಯರಿ ಗೆಸಲುವ ಕಪ್ಪತ್ರಿಯಮಾಳಿಯಶ್ರೀ ಮೆವಳಗೆ ಪಾಲಾಜುರಳ್ಳಿದಲ್ಲಿ ೬ರಳಿಯ

ಅಲ್ಲಿಯಂತಪ್ಪ ಎಲ್ಲಾಳಲಪಡಗಿ ವೈಷಮ್ಯ ನೆಲಸಲಂತಾಗಿರುವಾಗಲಾಗಿರುವಾ
ನೆಮ್ಮುಳ್ಳ ಅಲಾಲಿಯನುನಿಮ್ಮಳ್ಳಿಯ್ಯಬಪ್ರಥನವನು ಯಿತ್ತಳಿಲೆಯೂಗಿಕಟ್ಟಿ
ಬಿಲ್ಲಿಮುಖವಾಮಿನಾಚಿಪುರವೆಂಬ ಗ್ರಾಮವನುಕಟ್ಟುವಡಕ್ಕೆ ನಿಮಗೆಕ್ಕೆ
ಮಿಯಮಾಡಿಕೊಟ್ಟವಿವರಾ - ಯಲಚಿಯಹಂಬ್ಬೆ ನಿಂಬ್ಬಿಗಾಗಿ ಲಾಯಳಚಿ
ಯನಂಬ್ಯೆಯಮೂಡಣಕೊನಿಯ ಒಕಶ್ಲಿಯಮಕರವಮ್ಮಿಲಿಯೂಗಿಯೊಲಡಬಕ
ಬನಮ್ಮಿಲುಬಕರಮಣನೆಯ ಸರಿಕಲ್ಲು ಲಾಮಕರವಮ್ಮಿಲಿ ಅಡಕ್ಕೆಮೂಡಲು
ಯೊಲಬಕರಬನಮ್ಮಿಲಿ ಮೂಡಣಕದಿಯಕ್ಕೆಯನಡಕ್ಕೆ ಪರಿಯಂತ್ರಲಾ
ವಕ್ಕೆಕ್ಕೆ ಪಡವಲುಬಕರಬಿನಕರುಣನ್ಯಗೆ ಕೆಂಕಲುಬನಮನೆ ಸಲುವಸ್ಥಿಮೆಯ
ಸ್ಥಾನು ನಿವುಕಟುವಕೆರೆಯ ಕೆಳ್ಳಿಯಿಂಕಿ ಸ್ಥಿಮೆಯನು ಮಾಡಿಕೆಟ್ಟು ನಿಂ
ನು ಗ್ರಾನುಕ್ಕೆಯೊಲಡಶ್ಥಿಮೆ ನಿಮ್ಮಯಿಲಿಯ ಕುಂಟೆಯ ಮೂಡಣಕೊನಿಯ ಒ
ಕಶ್ಲಿಯಮಕರಮೆಯಲಾಗಿ ಬಪಗಲುಬನಕರುಣನಿಯಮ್ಮಿಲಿ ಬೊಳದ ಯೊಲವ
ಬಕಬಿನಕರುಣನೆಯಮ್ಮಿಲಿ ಬಪಗಣಪರಭವಂಡಲಮ್ಮಿಡು ಪರಿಯಂತ್ರ ಅ
ಲ್ಲಿಂದಪಡವಲುನಾಗನ ಒಣಿಗೆಪಡುವಣಕರುಣನೆಮೆಯಲಾಗಿಬಾವುಯಕೆರೆಕ್ಕೆ
ಪರಿಯಂತ್ರನಮಗೆ ಸಲುವಪಡುವಣ ಸ್ಥಿಮೆಯನು ಅದವಿಯನು ನಿವುಕ
ದಿಪುಯೊಲವನುಮಾಡಿಕ್ಕಿಂಬುವದಕ್ಕೆ ಸ್ಥಿಮೆಯನುಮಾದಿಕೆಟ್ಟೆವಾಗಿ ನಿವುಕಟ್ಟಿ
ನಕೆರೆಯಕ್ಕಿಳ್ಳಿರಿಯಲ್ಲು ವೈಶಗೆರಿಯಲ್ಲು ಪುಟ್ಟಿವಮ್ಮುಗದ್ದಿಯನು ನಾಲ್ಕು
ಭಾಗಾಮಾಡಿ ಈ ನಾಲ್ಕುಕುಭಾಗದವಳಗೆ ಮೊದ್ದುಭಾಗೆಯನು ನಮ್ಮಮುಖವಾ
ಯನಾಚಿಯ್ಯವಿಯರ ಭಂಡಾರಕ್ಕೆಸಲುವುದುಕೆರೆಗೆ ನಿಮ್ಮಳ್ಳಿಯಿಂದ್ದಾಬಹ್ಮ
ಥನವನಿಕ್ಕಿದಿರಾಗಿ ಮಿಕ್ಕಮೂರು ಭಾಗಗದ್ದೆನಾವುನಿಮಗೆ ಸ್ಥಿಮೆಯಮಾದಿಕೆಟ್ಟ
ತೆಲನನು - ನಿಮ್ಮಮಹಾಜನಂಗಳಿಗೆ ನಂಮಮುಖವಾಯನಾಚಿಯ್ಯವಿಕೆಟ್ಟ
ಸರ್ವಮಾನ್ಯದ ಅಗ್ರಹಾರವಾಗಿ ಕೆಟ್ಟವಾಗಿ ಲಾಮೂಯಭಾಗಗದ್ದೆಯನು
ಲಾತೊಲವನು ಲಾಮುಖವಾಯನಾಚಿಪುರವೆಂಬ ಗ್ರಾಮವನುಯಿದಕ್ಕೆಸಲು
ವ ಅಪ್ಪುಭೊಗಶಿಜಸ್ಥಾಮ್ಯವನು ಲಾಚಂದ್ರಾರ್ಕಸ್ಥಾಯಿಯಾಗಿ ಸರ್ವಮಾನ್ಯ
ದ ಅಗ್ರಹಾರವಾಗಿ ಅನುಭವಿಸುವಪ ನಿಮ್ಮ ಕ್ಷೀಶ್ರೇಂಗಳ್ಥದಾನಾದಿಕ್ರಯಂಗ
ಳಿಗೆನಲೂಬವ . ನಿಂಮಳಿಲೆಗೆ ಪೂನಸೂಚನಾವರೆಗೆ ನಿವುವಮಹಾಜನಂಗ

ళ్కిక్కలుళ్ళవయ - ఈపత్రశాసనద మరియాజెయల్లు నంమస్తు
వాయినాజియరముంబే శిలాశాసనవమాడికెట్టువాగి నీవు ఈ లగ
తారపను నవక్తవాన్యవాగి లూనాంత్రాక్తస్థాయివాగి ఒనభవిసి
ఖవింబాధవెంద్ద నంను స్త్రిపుత్రక్లాశిసామంక రాయప్పనుమెయింద
ఒరసిన ఒనుమతినింద్ద కంమస్తుజెయింద వదంబట్టు ధారాప్తూవక
కవాగిచెట్టు ధమశాసన - స్వదత్తాం పరదత్తాం వాయేతరేతద
సుంధరాం - షష్టివర్షసహస్రాణి విష్ఠాయాంజాయతేక్రిమిః వా
నపాలనయోమ్ధ్యో దానాచ్ఛ్రేయోనుపాలనం - దానాచ్ఛ్రగతమవా
ప్నోతి పాలనాదచ్యుతంపదం - యింతప్పదక్కే ఖాస్థానికరస్తవసవ
ప్పగళు తిగళల్లిబరదుయిధేపంతిదవన్నేదువరే విభవసంవత్సరద
ఖాషాడపన్ధ ౧౦ ల్లు శాసనానోదిబరదుయిధే.

ఖల్లేయప్పన్ - మణ్ణేగారరు.

వ్యవామప్పిళ్ళై - మాడియప్పన్.

No. II.

శ్రిమత్పరమగంభీర రాద్ధాంతోథలాంఛనం - జీయాత్త్రైలో
క్యనాథస్యశాసనం జినశాసనం - నమస్తుంగశిరశ్చుంబిచంద్రచామ
రజారవే త్రైలోక్యనగరారంభ మూలస్తంభాయతంభవే - కల్పద్రు
షటశాబ్దివిసుత విభవసంవత్సరే మాసిచ్ఛ్రైపంచమ్యాం పర్ణప
ష్టేహస్తనామ్నిసుయోగే చంద్రే పుంభలగ్నే - శ్రిమత్సామంతరాయ
నళనగరే గోమటరప్రతిష్ఠాకారి - స్వస్తిశ్రిమత్రాజాధిరాజరాజ
పరమేశ్వర దక్షిణమధురాశ్రిత్తారానగరపురవరాధీశ్వర పాం
డ్యభూపాలాస్థయవలిలక శ్రీనాముండరాయరు సమస్తప్రథ్వియూ స

ಕಲಸಾಂಬ್ರಾಜ್ಯಸುಖವನನುಭವಿಸಿ ಧರ್ಮ-ಪ್ರತಿಪಾಲಿಸುತ್ತಾಯಿದರಂದಿನ ಶ
ಕವರ್ಷ-೬೦೭ ಯೆಳನೆಯ ಭಾವಸಂವತ್ಸರದ ಕಾರ್ತಿಕಪಬ್ಧ ೧೪ಲ್ಲು
ಶ್ರೀಕನಾಟವಸುಂಧರಾಸ್ಯಮುಕುರಂ ನಾನಾಪುರಾಂಶುಧರಂ ಶ್ರೀವಿದ್ವಜ್ಜನಗರಂ
ವಿಭಾಕರವನಿತಾಸಂಸಕ್ತ ಸಾಧುಶ್ಕರಂ - ಖಾಸ್ಯಿದಕ್ರಸಚಾಶಿವಾರ್ಯ ಮಹಾ
ರಾಜೋನಮದ್ಭಟ್ಟಿಷ್ಟಷ್ಟೂಪ ಸ್ತ್ರೀಜಕುರಾವಳಿ ಮಧುಕರ ಪ್ರೌಢ್ಯಾಸಿಪಾದಾಂಬು
ಜಃ-ಭಾಭಾಕ್ಶೀಷಸದಾಶಿವಾಹ್ವಯ ಮಹಾರಾಜೋಬುಧಾನಂದನಃ ಪ್ರಕೃಥಿ-
ಶ್ಲಿಕಪಾಲಸಿಂಧುರಘಟಾಸಂಘಕಪಂಚಾನನಃ.

ಕಸ್ಮಿನ್ಸದಾಸಿವರಾಜಃ ಸಮಸ್ತಪ್ರಜ್ಞಿಂ ಪ್ರಕಿಪಾಲಿಸುತ್ತಿರ್ದ್ದ ಧ
ರ್ಮಕಥಾಪ್ರಸಂಗದಿಂ - ನಂಮಪಾರಂಪರ್ಯಗುಯಗಳಾವ ಚಾಂಜ್ಯೋಪುರ್ಯಯ
ಲ್ಲಿ ಸಿಂಮಸ್ಸಿಕಳ್ಳಮಾಹಾರಾಜನ ಸಳಿಯಲ್ಲಿಮಯಳ್ಳಭ್ಯವರಗೆಲ್ಲಿದಧುರಧ್ಧಿರ
ರಾವ - ಸ್ಪಷ್ಟಶ್ರೀಮಧ್ರಾಯ ರಾಜಗುರುಭೂಮಂವಲಾಚಾರ್ಯವರ್ಯ ಮಹಾವಾ
ವಾಶ್ಕರರಾಯ ವಾದಿಪ್ರೌಢಮಹಾಸಕಲವಿದ್ವಜ್ಜನಂ - ಚಕ್ರವರ್ತಿಗಳ್ಳಂ
ಜೊಳರಾಯಜ್ಯವರ್ಷ್ಟಾಪಾಲಕಯ ದೆಶಗಣಾಗ್ರಗಂಣ್ಯಯ ಶ್ರೀಮದಕಳಂಕ
ದ್ಯೇವರಮಠಾಕಟ್ಟಿಶಿ ಖಾಹಾರದಾನಂಗಳಿಗೆ ಬಿಟ್ಟು ಕೆಟ್ಟಧರ್ಮಶಾಸನದ
ಭಾಷೆಕ್ರಮವೆಂಕೆಂದರೆ - ನಂಮಪಿಟದಕ್ಕಿಮೆವಳಗಣಕಲ್ಲಿನಮನೆ ಗ್ರಾ
ಮ ೧ರ ರೆಜಿಸಿದ್ಧಾಯಗ ೫೩ ॥ ೨ ॥ ಅಯಿವತ್ತುಮೂರುವರಹಾವುಯೆಳ
ಹಣ ಅಡ್ಡದಭೂಮಿಗೆ ಗದಿಮೂಡಲುಹಳ್ಳದಮ್ಯೆಲೆ ಹಾನುಬದ್ಯಿಯಲ್ಲುಮುಕ್ಕಿ
ದಿಕಲ್ಲುಗದಿಕೆಂಕಲು ಕೆಂದ್ದಾರಿಮಾಗ-ವೆಗದಿಪಡುವಲುಬಕಳ್ಳಿಕಿ ಕೊಗುವ
ಶ್ಕಿಭಾರಿಯೆಗದಿಬದಗಲು ಮಾವಿನಹಳ್ಳಿಯಿಂದ್ದ ಬಕಳ್ಳಿಕೆಕೊಗುವಶ್ಕಿಭ
ಡಾರಿಯೆಗದಿ - ಈಜಹಗ-ದಿಯೆಳಗುಳ್ಳ ಭೂಮಿ ವಕ್ಕಲುಜನಾದ-ನ ನ
ಕ್ಕೃಂಣಕೆಂಗ್ದಡಿಕೆತ್ತುಬಡಾಸಿಧಾಯಗ ೫೩ ॥ ೨ ॥ ಅಯಿವತ್ತುಮೂರುವರಹಾ
ವು ಯೆಳಡಣಾಳ್ಡದ ಭೂಮಿಯಸ್ನು - ಮತ್ತು ಅವಧಾಳ್ಳದಗವದಿಕೆ ಮಾಡು
ವವೆಂಕಂಭಟ್ಟನವಗ್ಗಿ ನದಪುಬಾಹಾರಿಖಿಸಿದ್ಧಾಯಗ ೧೦೦ ॥ ೧ ॥ ಂ
ನೂರುಯೆಂಟುವರಹಾವು ಖಾಯಹಣ ಅಡ್ಡಕ್ಕೆಸ್ಥಳವಿವರಾ - ಅವಧಾಳ್ಳದಸಿ
ಧ್ಧಾಯಗ ೪೬-೦ ನಾಲುವತ್ತಾಯಬಾಳಿಗಸ್ಥಿರೆಜಿಗ ೧೬ ॥ ೧ ॥ ಂ ಹಂದನೆ

ಭುವರಹಾವು ಖಾಯಹರಣ ಅಡ್ಡಸೊದಿಕೊದಿಗ ೫-೦ ಅಯಿದವರಹ ಹರುಣ
ಸಿಗದ್ದಿಗ ೫-೦ ಅಯಿದುವರಹಗಳ್ಳದಘಟಿಗೆಗ ೧೮ ॥ ೨ ॥ ೦ ಹಡಿನೆಂ
ಟುವರಹಾವು ಯಿಳುಹರುಣ ಅಡ್ಡವು ಅಂಬಳ್ಳಿಕೆದಿಗ ೪-೨ ॥ ೦ ಯೆಂಟುಘ
ರಣಚಿಕ್ಕಿನಿಸರುಗ ೪-೦ ಯೆಂಟುವರಹ ಅಂತಸ್ಥಳ ಒರ ರೆಖೆಸಿದ್ಧಾಯ
ಗ ೧೦೪ ॥ ೧ ॥ ದ ಭೂಮಿಗೆಗದಿಮೂದಲು ಕೆಂದಿನೆಹಳ್ಳಿ ವೆಗದಿಕೆಂಕ
ಲುಕಲ್ಲುಗಾಪುಸಡ್ಡಬಂದಹಾಂಗೆ - ಅಂಬಳ್ಳಿಕೆನೆ ಕ್ಕಿನಿಃ ಅರಕರಲ್ಲುಗದಿಪಡು
ವಲುಗುತ್ತ ಘಟಿಗೆಯೆಳ್ಳಿಯೆಗದಿಬದಗಲುಬಂದ್ದುಂಜಿಗದ್ದಿಹಳ್ಳಿದಲ್ಲಿನೆಟ್ಟಿ
ಮುದ್ರಿಕಲ್ಲುಗದಿ ಯಾ ಚಪಗಡದಿಯೊಳಗುಳ್ಳ ಭೂಮಿಯಂನು ಮತ್ತು
ಕಿಂದಿನಗ್ರಾಮಸಿಸ್ತುರೆಖಿಸಿದ್ಧಾಯ ಗ ೪೪-೦ ನಾಲ್ಕವ ಕ್ಕೆಂಟುವರಹಾದಭೂ
ಮಿಗೆಗಣಪ್ಪಳಚ್ಚನಕಾಲ್ಕೂಳಿನಭೂಮಿಗೆಗದಿಮೂದಲುಮಾವಿನಕೆರೆಗದಿನಿಃ
ರಬರವುಕ್ಕೆಂಕಲುವರಗುಳ್ಳೆ ಅದಿಗಟ್ಟಿನಯೆರಿಯಲ್ಲು ನೆಟ್ಟಿಮುದ್ರಕಲ್ಲಿ ಗದಿಪ
ಡುವಲುಹುಣಸೆಗದ್ದೆ ಹಳ್ಳಿವೆಗದಿಬದಗಲು ಶಾಸ್ತ್ರಿಭಟ್ಟನಗದ್ದೆ ನಡುವೆನೆ
ಟ್ಟಿಮುದ್ರಿಕಲ್ಲಿಗದಿಬಂದಹಾಂಗೆ ದೊಡ್ಡಮಾಗಡವೆಗದಿ ಈಚಪಗಡದಿಯೊ
ಳಗುಳ್ಳ ಭೂಮಿಯನ್ನು ಮತ್ತು ಜಗದಿಗ್ರಾಮ ೧೮ ರೆಖೆಸಿದ್ದಾಯನಿದಗೆದ
ಗಾದ ಸದಾಶಿವೈಯ್ಯನು ಕೆತ್ತುಬಹಾರೆಖಿಸಿದ್ಧಾಯಗ ೩೪-೦ ದ ಭೂಮಿಗೆಗದಿ
ಮೂದಲುಕೆರೆಜದಿಯಲ್ಲು ನೆಟ್ಟಿಕಲ್ಲಿಗದಿಕೆಂಕಲು ದೊಡ್ಡಮಾಗಡವೆಗದಿಪಡು
ವಲುಯಲ್ಲಾಪುರದಯೆತ್ತುಮಾಗಡವೆ ಗದಿಬದಗಲುದಿಪರಜದಿಗದ್ದೆ ಕಲವಾ
ರದಲ್ಲು ನೆಟ್ಟಿಮುದ್ರಕಲ್ಲಿ ಈ ಚಪಗಡದಿಯೊಳಗಳ್ಳ ಭೂಮಿಯನ್ನು ಮ
ತ್ತುಚಪಕಿಗ್ರಾಮದಗೌದ ಸದಾಶಿವೈಯ್ಯನಕಾಲೂಕಿನಭೂಮಿಯರೆಖಿಸಿದ್ಧಾಯ
ಗ ೧೪೫-೦ ॥॥ ೦ ದ ಭೂಮಿಗೆಸ್ಥಳವಿವರ - ಚಪಕಿಗೌದನಿಂದ ಸಿದ್ಧಾಯ
ಂಕಿ-೦ ಕಗ ನಕೆಡಲುಕಿಂಮಣ ಕೆಂಗದಿಯಿಂದ ಗ ೨೮ ॥ ೦ ದಿಂನೆಕ
ಟ್ಟಿಗ ೨೬-೨ ॥ ೦ ಯಿಪ್ಪತ್ತೆಳುವರಹಾವುಧರಣಹಳ್ಳಿಚಪಕಿಗ ೫-
ಕೂಮನಮನೆಗ ೯-೦ ವಂಭಕ್ತುವರಹಾಗೆಂಮನಮನೆ ಗ ೯ ॥ ೨ ॥ ೦
ಯೆಂಟುವರಹಾವು ಯಿಳುಹರುಣ ಅಡ್ಡವು ಖಾಶ್ಯಮನೆ ಗ ೪ ೦ ॥ ೦ ನಿದ
ಗೆಪಗ ೧೪ ॥ ೦ ಹಡಿನೆಂಟುವರಿವರಹಾ ಅಂತ್ತಸ್ಥಳ ೪ರ ರೆಖೆಸಿದ್ಧಾಯ
ಗ ೧೪೫-೦ ॥ ೦ ದ ಭೂಮಿಗೆಗದ್ದಿಮೂದಲುಯೆಂನೆಕಟ್ಟಿಗುಡ್ಡದಕಲವಾ

ರದಲ್ಲಿ ನೆಲ್ಲಿಕಲ್ಲುಗದಿಕಿಂಕಲುಗಿದಗಡಿಯಕಾಸು ನೆತ್ತಿಸ್ಕಿರರಕಲ್ಲುಗದಿ ಬಂಜ
ಹಾಂಗಿಕದಿಬಾಗಿಲು ಬಂದಹಾಂಗೆ ಗದಿಪಡುವಲುಹಳ್ಳಿಚಪಕ್ಕಿಗುದ್ದದಕಾನು
ಬದಿನೆ ತ್ತಿನ್ಕಿರರ ಕಲ್ಲುಗದಿಬದಗಲು ಮಾರ್ಗದಮುಂದಿಗೆಜದಿಯಲ್ಲು ನೆಲ್ಲಿಕ
ಲ್ಲುಗದಿ ಈಚಪುಗದಿಯೊಳಗುಳ್ಳ ಭೂಮಿಯನ್ನು ಮಪ್ಪತ್ತೊಂಬಾವಿ ಗ್ರಾಮ
೧೮ ಕಡುಬಗೊದ ಮಿರಾಶಿವೆಕ್ಕಲುಕಾಲೂಕಿನ ಭೂಮಿಸ್ಥಳ ವಿವರ ಕೊಂಮಾದಿ
ಸ್ಥಳ ೧೮ ರೆಖೆಸಿದ್ಧಾಯಗ ೫೦– ಬಾಳಿಕೆಪ್ಪಸ್ಥಳ ೧೮ ರೆಖೆಸಿದ್ಧಾಯ
ಗ ೨೮– ಕೊಬೆಗದ್ದಿಸ್ಥಳ ೧೮ ರೆಖೆಸಿದ್ಧಾಯಗ ೧೦– ಕಬ್ಬಿನಮನೆಸ್ಥಳ
ದರೆಖೆಸಿದ್ಧಾಯಗ ೩೦॥ – ಒಟ್ಟುಗ ೧೧೨ ॥ಂದ ಭೂಮಿಗೆ ಜಪಗದ
ದಿಯಲ್ಲುಕಲ್ಲುನೆದಿರಿಕೆಟುಯಿಥೆ ಒಟ್ಟು ಕೊಟಜಕ್ಕಿಮಿವಳ್ಳಗಣ ಗ್ರಾಮ ೬ ರೆ
ಖೆಸಿದ್ಧಾಯಗ ೪೮೧ ॥ ೪ ॥ ೦ ದಕ್ಷೇತ್ರವನ್ನು ಶ್ರಿಮವಕಳಂಕಚಿವರಮ
ತಕ್ಕೆ ಖಾದಾರದಾನಂಗಳಿಗೆ ನವೆಯಿಂಕೆಟ್ಟುಬಗೈ ಸ್ವಸ್ತಿಶ್ರಿ ಸದಾಶಿವರಾ
ಯರುಕಮಗೆ ಅಭ್ಯುದಯನಿಶ್ರೇಯಸಿಸುಖಪ್ರಾಪ್ತಿನಿಮಿತ್ತವಾಗಿ ನಂಮ್ಮಸ್ವಿಪು
ಕ್ರಜ್ಞಾಕಿದಾಯಾದಿ ಸಾಮಂತಾದ್ಯನುಮಕಿಯುಂದ್ದ ಸಕಿಂರಂಜ್ಯೈದಕ ದಾನಧಾ
ರಾಪೂರ್ವಕವಾಗಿ ದಾನವಿನಿಮಯವಿಕ್ರಯಯೋಗ್ಯವಾಗಿ ಕುಲ್ಲುಂದಿಕವಾಗಿ
ಧಾರೆಯನೆರದುಕೆಟ್ಟುಧರ್ಮದಾನನಕ್ಕೆ ಸಾಕ್ಷಿಗಳು ॥ ಸ್ಲೋ ॥ ಖಾದಶ್ಯಚಂ
ದ್ರಾವನಲೋನಿಲಶ್ಚ ದ್ಯೌರ್ಭೂಮಿರಾಪೌಹೃದಯಂಯಮಶ್ಚ । ಅಹಶ್ಚರಾತ್ರಿ
ಶ್ಚಪುಭಿಜಸಂಧ್ಯೆ ಧರ್ಮಶ್ಚಜಾನಾತಿನರಸ್ಯವೃತ್ತಂ ದಾನಪಾಲನಯೋರ್ಮ
ಧ್ಯೆ ದಾನಾತ್ಶ್ರೆಯೊನುಪಾಲನಂ । ದಾನಾತ್ಸ್ವರ್ಗಮವಾಪ್ನೋತಿ ಪಾಲನಾದಚ್ಯುತಂ
ಪದಂ । ಸ್ವದತ್ತಾಂಪರದತ್ತಾಂವಾಯೋ ಹರೇತವಸುಂಧರಾಂ । ಷಷ್ಟಿವರ್ಷ
ಸಹಸ್ರಾಣಿ ವಿಷ್ಠಾಯಾಂಜಾಯತೆಕ್ರಿಮಿಃ । ಈಧರ್ಮವಂನುಪರಿಪಾಲಿ
ದಸಪ್ಪುರುಷಸ್ವರ್ಗಾಪವರ್ಗವನ್ನೈದುವರು.

No. III.

స్వస్తిశ్రీవిజయాభ్యుదయ శాలివాహనశకవర్షంబులు ౧౧౦౯ అగునెటి జయనామసంవత్సర ఆశ్వీజ శు ॥ ౧౦లు శ్రీమచ్చాజాధి రాజపరమేశ్వర వీరప్రతాపవిజయబుక్కరాయలు పృథివిసాంచ్రాజ్యం యేలుచుండగా ఆప్రధానాపస్తంబసూత్రయజుశ శాఖాధ్యాయులయ్న సాళ్వతిమ్మనరసయ్యకోమారుడు అప్పాజయ్యగారు పుదయగిరికిపొయ్యేప యినం ప్రస్థానభేరివేయించి మైలారంప్రాంత్యందిగిపుండగానగరంశీమసుంచి బండ్లతోవచ్చిన యర్రయలమకాపులు పుల్లిపూలగోత్రం నాగిరెడ్డికొమా రుడుమల్లారెడ్డికి వ్రాశియిచ్చినదానసత్రం పెద్దరెడ్లుగనక గుత్తికుగా నకుచెల్లేరాజ్యంలో పుగ్గిపోశకట్టించినదిరెడ్లచేరిట యనమలచింతలనే గ్రా మంకట్టించినారుగనుక యిందుకుమెక్కినఆయగాండ్లు రెడ్డికానకునగరం శీమనుంచిబండ్లతోవచ్చినయర్రయలమకాపులు పుల్లిపూలగోత్రంనాగిరెడ్డి కొమారుకు మల్లారెడ్డికరణీకానకు నందవరీకులునారాయణప్ప పురోహి తానకు నరసంభట్లుకమ్మరనానకు దుగ్గోజీ వడ్లంగినానకు నాగోజీ నరాబు లనానకు సంగప్పకావలినానకు గోసలయర్రగామినాయము కుమ్మరనా నకు శాలివాహనలింగిశెట్టి చాకలనానకు ముద్దదు మంగలనానకు శీకోజీ బారికెనానకు నాగులుగాదు చకారినానకు యర్రవాబదు యిందుకు మేరమాన్యాలవివరము రెడ్డిరికానకు పరమటిరేగడిచేసు౯ెపు త్తరమువర వంకచేనుగు౩దక్షణంచపుటవ్రు చేనుగు౩తూర్పుననకాలువమడిఖం ॥ పూ లయాత్తస్థళముగుర ఫలవృక్షాలునాలుగు కరణీకమాన్యము పడమటరేగడిచేసు గు౩పు త్తరముజుంమినిచేనుగు౩దక్షణంగున్నగరగుచేసు గు౩తూర్పుకా లువమడిఖం ॥ నుద్దయాత్తస్థళముగుర చందనకేశవస్వామికి పడమటరేగడి చేసుగు౩కాలువమడిగు౩యాశ్వరునికిదక్షణం అడ్డమార్గంచేసుగు౩కాలువ మడిగు౩తొడిపల్లిచింతలరాయనికి పడమటఅడ్డమార్గముచేసుగు౩కాలు వమడిఖం । సంజీవరాయనికిదక్షణం రేగడిచేసుగు౩కాలువమడిగు౩పురో హితానకుపడమటరేగడిచేసుగు౩కాలువమడిగు౩కమ్మరికానకుపడమటరేగ

డిచేనుగుఒకాలువమడి గుఒవడ్లంగితనానకువుత్తరం రేగడిచేనుగుఒకాలువ
మడిగుఒగరాబుతనానకుదక్షణంరేగడిచేనుగుఒకాలువమడిగుఒకావలివారికి
పడమటరేగడిచేనుగుఒకాలువమడిఖం.॥ కుమ్మరతనానకు పడమటరేగడిచేను
గుఒకాలుఒమడిగుఒ చాకలతనానకువుత్తరంచిల్లమానిచేనుగుగుఒకాలువమ
డిగుగుఒమంగలతనానకు పడమటరేగడిచేనుగుఒకాలువమడిగుఒబారికతనాన
కువుత్తరముమద్దిమానిచేనుగుఒకాలువమడిగుఒచకారితనానకుపడమటరేగడి
చేనుగురకాలువమడిఖం॥ ంయీప్రకారము జేవదాయబ్రంహ్మదాయాలు
పోగానిచ్చినసంఖ్య మలకిభరాముపరహాలు ౪౨౫ంఒకి చెట్టుగుట్టతీశివేశి
నిదేశంచేశినపాలుఖు ర ।ం । ం కిశానిర్ణయము గ్రామానకునిం
దుపూర్వన బెడుమారికియస్మలచింతలకుముగ్గడపాతురాలికిశాసనం దా
నికిపుత్తరం చాలురాలికిశాసనం దానికినిందుపడమట చెనిగెలగూడూరికి
యస్మలచింతలకు ముగ్గడకృష్ణశిలకుశాసనం దానికిదక్షణంతిమ్మపురానికి
చెనిగెలగూడూరికి యస్మలచింతలకు ముగ్గడనేలబండకుశాసనం దానికిదక్ష
ణంపాతురాలికిశాసనం దానికిదక్షణంనీలకంఠరాయణి నిట్టూరికివెనకయకా
లువకు యనమలచింతలకుమూడుపూళ్లకు ముగ్గడనదీస్థళమందు నల్లగుం
టికిశాసనం దానికిపూర్వనచిన్నతిమ్మపురానకు వెనకయకాలువకు య
స్మలచింతలకు పూడుపూళ్లకుముగ్గడనపాతురాలికిశాసనం దానికిదక్షణం
చాలురాలికిశాసనం యీపాలుబెడుమారికి యనమలచిం త్తలకు ముగ్గడనపుం
నపాతురాలికినదుచును యీతరువాత నాగిరెడ్డికొమారుడు మల్లారెడ్డి పులు
ఫాపుదుగరలుపట్టించుకుని రాయలవారిసముఖానపొడగని పులుఫాపుదుగ
రలురప్పించగా రాయలుదయచేశి ఆయగాండ్లసంమతిన శ్రీవిరూపాక్షే
శ్వరుణిశివాలయమందు శిలాశాసనముపేయించి మీపుత్రపాత్రపారంపరి
యంతరము ఆచంద్రార్క్కస్థాయిగాను అనుభవించుకొని నుఖానపుండ
మని వ్రాయించి యిచ్చినదానపత్రము యిందుకుయెవరుఆక్షేపణచేశినా
కాశీలోగోహత్యచేశిన పాపానపోదురు అనినిరసంభట్లు వ్రాశినదానపత్రం.

No. IV.

ஸ்வஸ்தி ஸ்ரீமன்மஹாமண்டலேஸ்வர ஆறுவகைக்கண்ட அசுரராயணத்தியாக மகாசமுத்திர இம்முடிகரித்தோர் அஸ்தராஜாதி ராஜபரமேஸ்வர ராஜமார்த்தாண்ட ராஜகெம்பிர வீராதிவீர தேவமஹாராஜாவான பாண்டியசோழமஹாராஜா பிறதி இராச்சியபரிபாலனஞ்செய்யுநாளில் கலியுகஸ்ஹ நூதநூ அசு சாலிவாகன சகாப்தம் - ஊசுடு - பிறபவாதி ஸ்ஹ உலகுக்கு மேற்செல்லாநின்ற விகுறுதிஸ்ஹ தைமீ உகஉ அமாவாசைகுருவாரமும் ஆருத்திராநக்ஷத்திரமுஞ் சுபகாம யோகமும் பாலவாகரணமுங்கூடின சூரிய உபராக புண்ணியகாலத்தில் செம்புத்தீவில் பரதகண்டத்தில் ஜெயங்கொண்ட தொண்டமண்டலத்தில் ஸ்ரீரங்கரம் காஞ்சிதேசத்தில் சந்திரகிரிராச்சியத்தில் தண்டகாரண்ணியத்தீவில் பரவைநாட்டில் அணைக்கட்டுக்கோட்டத்தில் குக்கல்பற்றில் பெருங்காஞ்சி அகஸ்தீஸ்வரர் ஸ்தலத்துக்குப் பூருவம் திருவாலங்காடு அம்பலவாணஸ்தலத்துக்கு தெக்ஷணம் திருப்பாச்சூர் வாசிலிங்கஈஸ்வரர் ஸ்தலத்துக்கு பச்சிமம் ஸ்ரீ காஞ்சி ஏகாம்பரவாணர் ஸ்தலத்துக்கு உத்திரம் இதுமத்தியே வெகுளாரண்ணியபுரம் கலியுகாபுரிபட்டணம் தக்கபுரி வரதபுரி நடனபுரி மடவிளாகம் என்று பேருடைய ஸ்தலம் - அதுமஹாஸ்தலத்துள் திருவாலங்காடு சிதம்பரஈஸ்வரர் ஸ்தலத்துக்கு ஆதியானஸ்தலம் - திருவூரீஸ்வராயுங் தேவகிராஜகன்னியம்மனையுங் தக்கன ஆட்டுத்தலையுடனே பூசைபண்ணிக்கெடுபெற்ற ஸ்தலம் ஊனமர்த்தீஸ்வரரைப் பூசைபண்ணிப் பற்வதவர்த்தனி மோக்ஷம்பெற்றஸ்தலம் சோளீஸ்வரரை சோழமஹாராஜா பிரதிஷ்டைபண்ணி கெங்காதரேஸ்வரராயு மோகனவல்லியம்மனையுங் கெங்காபவானி பூசைபண்ணி மோ

ஸ்தலம் - தீர்த்தாரீஸ்வரர்தேவி திரிபுரசுந்தரியம்மன் தேவதைகள் மஹாரண்ணியத்தில் சூரபத்துமா உபத்திரவத்துக்காகப் பதுங்கியிருக்கையிற் பூசைபண்ணி ஸ்சுவாமியார் பிறசன்னமாய் அவர்களுக்கு பயந்தீர்த்துச் சுப்பிரமணியஸ்சுவாமியை அனுப்பிச் சூரசம்ஹாரம் பண்ணிப்போட்டு அத்தத்தோஷத்தீரச் சுப்பிரமண்ணியர்வந்து குகெநாதஈஸ்வரராயுங் குமரகமலாக்ஷி அம்மனையும் பூசைபண்ணினஸ்தலம் - திருமார்பழகி ஈஸ்வரராயுந் தேவிமரகதவல்லியம்மனையும் ஆதியில் தக்கன்யாகத்தில் அடிபட்டபிற்மா பூசைபண்ணினஸ்தலம் - இரண்டாவது கெவுண்டலமஹரிஷிபூசைபண்ணித் திரிகாலத்துக்கும் நைவேத்தியத்துக்கு அந்தவேளையில் ஒரு பழம்பழுத்து அவர் கையைநீட்டக் கையில் விழும் அத்தைஸ்வாமிக்கு நைவேத்தியம்பண்ணுவார் பானுஈஸ்வரராயுந் தேவி பர்வதவல்லியம்மனையும் அந்தயாகத்தில் அடிபட்ட சூரியன்பூசைபண்ணிக் கெதிபெற்றஸ்தலம் சோமேஸ்வரராயுந் தேவி ரத்தினவல்லியம்மனையும் அந்தயாகத்தில் அடிபட்ட சந்திரன் பூசைபண்ணிப் பேறுபெற்றஸ்தலம் - வயிரவருடைய நாதஈஸ்வரராயுந் தேவி பற்வதவர்த்தனியம்மனையுங் காசிகாளபயிரவர் பூசைபண்ணினஸ்தலம் - தேனூரீஸ்வரராயுந் தேவி தேவநாதவல்லியம்மனையும் அந்தயாகத்தில் அடிபட்டதேவேந்திரன் பூசைபண்ணிக் கெதிபெற்றஸ்தலம் - எழுனீஸ்வராயுந் தேவி ஆனந்தவல்லியம்மனையும் எமதர்மராஜா பூசைபண்ணி எம பட்டம் பெற்றஸ்தலம் - இந்த ஸ்தலம் பன்னிரண்டும் அற்சனைபண்ணுகிற ஸ்தானீகர் தேவதிவாகரப்பட்டர் செவுகராயர் திருவூரியப்பக் குருக்களையருக்கு இவ்வூரிலிருக்குஞ் சீர்கருணீகர் வாமதேவ மஹரிஷிகோத்திரம் ஆசிலாயன் சூத்திரஞ் சதுர்வேதமங்கலமுடையார் ஜெயங்கொண்ட சோழவளான் மண்டபக் கனகராயர் தனையர் வினைதீர்த்தார் இவர்தனையர் சிறைமீட்டார் எழுதிக்கொடுத்ததான பத்திரிகை தக்கபுரி

மடவிளாகங்குடித்தனந்தம் மூதுநாலிலொன்றும் காரண்ணை
யபுரம் கெங்காதரேஸ்வரபுரம் மஹாபுண்ணியபுரம் அந்தர்
தேவகாபுரம் அக்கச்செயபுரம் ஆனந்தவல்லிபுரம் தக்கபுரி
முருசெங்கை இந்தக்கிராமங்கள் மிராசு கருணிகசுதந்தரமும்
தக்கபுரி மடவிளாங்குடித்தனம் நாலிலொன்றுக்குப் பிறவர்ந்
தகமுந்தேச ஒப்பந்தமிராசும் கருணிக சுதந்தரம்வருமானம்
அரமனைக்குடியில் பொதுவினில் கண்டதர்க்குந்தருவதுமிரா
சு ஐங்கலம் அளக்கத்தள்ளுகை குறுணி அளந்த களந்தனில்
பள்ளர்க்குகொடுப்பது குறுணி ஊரிலிருப்பது நிலமும் இத
ற்கு விச்சுளதும் வனமதுதன்னில் வருதருமாமும் நிலமது
அளைக்கல் செக்கு முட்டையும் சோலையும் தோட்டமும்
இதுதனிலப்படியும் இது பொதுவினில் மிராசுவாழைபில்
மிராசும் வட்டியில்வாங்கும் காசுவீசமும் கிராமத்தில்கொடு
ப்பது ஆடையும் கோவிலில் மிராசும் பண்டாரத்தார்தரும்
பச்சைவடமும் கடையினில்மிராசும் கைக்கள பலவற்தன
மிராசும் புஞ்சையிலப்படியும் பொது நிலந்தன்னில்த் தரு
வது மிராசும் நஞ்சையிலப்படியும் - நாற்றங்காலப்படியும்-
இனிக் குடிகட்டும் குப்பம் இதுக்குள் மிராசும் - அருநீர்ப்
பாங்கில் அது தனிப்பகுதியும் வெட்டுங்குழியில் வெட்
டுவர்வாங்குங் காசினில்வீசமும் கட்டுங்கோவிலுக்குக் கட்டு
வர்வாங்குங் காசினில் வீசமும் - வைக்கும்சுவர்க்கு வைப்ப
வர்வாங்குங் காசினில்வீசமும் சந்தையில் மிராசும் வாணிகர்
தருவதுமிராசும் சாதனமெழுதல் தருவதுமிராசும் இடைய
ரில்மிராசும் கடைப்பினில்மிராசும் - மந்தைவரிசையும் - மச்
சப்பகுதியும் - இதுவுள்ளமிராசும் இனிவருமிராசும் நிலமது
தனிலே நிதிநிக்ஷேபமும் செலதருபாஷாண அக்ஷிண்ணிய
ஆகாமிய சித்தசாத்தியமென்கிற அஷ்டபோகதேவஸ்வாமிய
ங்களும் கிராமக்கணக்கில்வரும் சகலசுதந்திரங்களும் தக்கபுரி
மடவிளாகம் சிவாலயம் சிலாநாதிஸ்வரர் கிரிராஜகன்னி யிவ
ருடன் செப்பித்த சிவாலயங்களெல்லாம் அற்சனைபண்ணு

மிற ஸதானிகர் தேவதிவாகரப்பட்டர் சேவகரூயர் திருவூர் யப்ப குருக்களையருக்கு தேசம் ஒத்த பூதானவாசகப்படியே கருணிகமிராசும் கிருமமிராசும் புக்கையில் நின்று கெங்கா தரபிஸவரர் சன்னிதியில் என்குருஸவாமி முன்னிலையாய் திலோதகதானம் பண்ணினேன் - இந்தக்குடித்தினம் நாலி லொன்றுக்கும் இந்தக் கணைக்கெழுத்துக் கிருமங்களுக்கும் நீங்களே ஆளவைத்து அவர்கூலிபோகக் குறைவாரமிராசை யெல்லாம் திரிகால பூசை நிபாராதனை வில்வார்ச்சனை பண் ணிக்கொண்டி ஸ்வாமிகைவேத்தியமூந் தங்கள் படித்தரமும் பண்ணிக்கொண்டி அனுபவித்துக் கொள்ளக்கடவீராகவும் - இதற்குவேதனையில்லை வேதனையுற்முல் நானுகநின்று வேத னைவோட்டி நானுக உம்மைச் சிரதாய்வைப்பேன். இந்தப்ப டிக்குப் புத்திரபவுத்திர பாரம்பரியமாய் சந்திராதித்தர் உள் ளவரைக்கும் அனுபவித்துக்கொள்ளக்கடவீராகவும் - இதுக் குச்சாக்ஷி ஆகாசவாணி பூமிதேவி அஷடதிக்குப்பாலகர் சந் திர சூரிய ரிவர்கள் சாக்ஷியாய் எழுதிக்கொடித்ததான பத்தி ரிகை - இவை சிறைமீட்டார் ஸ்வஸ்தலிகிதம். இப்படி அறி வோம் பாசாலை அம்மையப்பன் - மணவூர் அம்பலவாணர் இந்தப்படி சிலநாதிஸ்வரர் தேவி கிரிராஜகன்னியம்மன் சந் நிதியில் எழுதிக் கெங்காதரபிஸ்வரர் சந்நிதியில் வருங்கெங் கையில் நின்று சங்கல்ப்பஞ்சொல்லி ஆகாசவாணிபூமிதேவி சூரிய சந்திரர் சாக்ஷியாய் திலோதகமுந்தான பத்திரிகையும் திருவூரியப்பாகையில் கொடித்தேன். (சுவதத்தாதிவிகுணம் புண்ணியம் பரதத்தானுபாலனம் பரதத்தாப காரோசுவத த்தம் நிஷப்பலமபவேது) இப்படிக்கு சிறைமீட்டார் ஸ்வஸ் தலிகிதம் கிருமசாட்சி இப்படி அறிவோம் ஸாமவேதிதறம சிவஆலங்காடாபட்டர்-எசுரவேதி சிலம்புநாதப்பட்டர் - இரு க்குவேதிராமாபட்டர் நீலகண்டபட்டர் சிலாநாதஸ்வரர்கிரி ராஜ கன்னிஅம்மன்கோவில்படி ஏறிப்படிக்கும்தக்க மோகன வல்லி புத்திரன் அயிலுந்தரிக்கும் அதிகாரம்படைத்த கந்தர்

கைக்கொள்ளும் விரபாகுகோத்திரம் தற்கண்டன மகன் ஆ
னந்ததற்கன் ஆலங்காடன் சிலம்புநாதவிருமனி கெங்காத
ராராஜா ஆபத்தானபண்டாரம் ஆட்கோடிபண்டாரம் சூதரி
ஷிகோத்திரம் போதாயனசூத்திரம் எலிக்காட்டும் காலிங்க
நயினர் ஆங்கீரதரிஷிகோத்திரம் ஆபஸ்தம்பசூத்திரம் மணி
மங்கலம் நீலகண்டநயினர் கெவுதமரிஷிகோத்திரம் ஆசிலா
யன்சூத்திரம் புண்ணியந் திருவேங்கடநயினரிவர்கள் அனை
வர் சம்மதியிலிந்தத்தான சாதனம் எழுதின நன்மைக்கு ஸ்ரீ
மகாமேருசிறைமீட்டார் ஏவல்கண்ணகெழுத்து சூதரிஷிகோத்
திரம் போதாயன சூத்திரம் பிள்ளனூர் ஏகாம்பரநயினர்கை
யெழுத்து ஸ்ரீகிருஷ்ணரிஸ்வரர் கிரிராஜகன்னியம்மன்கடாக்ஷம்
உண்டாகவும்.

ஸ்ரீருமஜெயம்.

No. V.

ஸ்வஸ்திஸ்ரீ நிருவாக்கேழ்விமூன்ஞை த்றுஹ—வநச்
சக்ரவத்திகளம் தூளையுமீழமும் கருவூரும்பாண்டியன் முடி
த்தலையுங்கொண்டு வீராதிஷேகமும் விஜய அதிஷேகமும்
பண்ணியருளிய த்றுஹ—வநவீரதேவர்க்கு ஆண்டு கூயெ-
வது ஜெயங்கொண்ட சோஷமண்டலத் தாமூர்கோட்டத்து
தேவதானம் பிரம்ஹதேயம் திருவிழிச்சிலூருடைய சுப்பி
ரமண்ணியதேவர்கோயில் ஆதி கணேஸ்வரதேவருளாலிக்
கோயில் ஸ்ரீமாஹேஸ்வரகங்காணி ஆண்டார் தில்லைகாயக
ரும் ஸ்ரீகாரியம்விரும்பிய செம்பியமூவேந்த வேளானும்
இக்கோயில் காணியுடைய சிவபிரும்ஹணன் தேவகன்மி
க்ஷேத்திரத்து ஆட்கொண்ட வில்லிசெல்வப்பிரானைபன்மா
ஹேஸ்பரபட்டனும் இக்கோயில்காணியுடைய சிவபிரும்ஹ
னன் தேவகன்மிக்ஷேத்திரத்து ஆருடையான ஞானமுடை
யானை நாற்பத்தெண்ணூயிரப்பட்டனும் கோயில்கணக்கு

திருவிழிச்சிலுடையானும் அவனவோரும் இக்கோயில்கும் பிட்டாருக்கும் ஆண்டார் கருப்பூருடையானம்பி அற்புதக் கூத்தற்கு நிலவிலைபிரமாணம் பண்ணிக்கல் வெட்டிக்கொடுத்த பரிசாவது பிள்ளையார் திருநாமகாணிக்கையாக திருவிழிச்சில் உள்ளூரில் இறை யிறுப்பு அரிதாய் ஸ்ரீ பண்டாரத்தில் கட்டிறையிறுக்கையால் நாங்களவர்க்கு விற்றுக்கொடுத்தநில மாவது பெரியயேரிக்கழனியில் அடைக்காடு கூறுகாசு அமி.ம் அந்தச்சேட்பட செருவும் தெறுகடி சுழுவலுமான அற்புதக் கூத்தன்செறுவும் உவர் கண்டிட்ட பாவுசானியும் நிரொடுத மூவலும் சிர்பாகமூவலும் ஆக குழி உத - காசு அமும் - தலை சரிப்பான திருவுடைநம்பியும் கொத்தமானும் குடிதாங்கியும் சிவநாதனும் பட்டவிருத்தியும்-ஆக - குழி - நூசுாசமி- ஆக குழி - (நூதசுாசமி) உபசு - இந்நில மிரண்டே ஒரு மாவனையும் அற்புதக்கூத்தனுக்கும் உவாக்குண்டிலும் கிழக்கும் அணையும் உள்படப்படப்பையும் இவர்க்குக் காணியாகப்பெறும் விலைக்கு விற்றுப் பிரமாணியாக ஸ்ரீ பண்டாரத்துக்கு கைக்கொட புதுக்காசு நூற - இக்காசு முந்நூற்றுக்கும் விலைக்குறவிற்றுக் கல்வெட்டிக்கொடுத்தோ மிந்நிலங்களுக்கு நிர்ப்பாயவேண்டலும் நெறிக்கடவாதுவாரிகளிலெ நிர்ப்பாயவேண்டும் கொத்தாறுபாயவும் இவர்சம்மதித்துக் கருப்பூருடையானம்பி அற்புதக் கூத்தற்குக் கல்வெட்டிக் கொடுத்தோ மிக்கோயில் உத்தானத்தோம்.

இப்படிக்கு இவை தில்லைநாயகன் கைழுத்து.

இப்படி இவை இக்கோயில்காணியுடைய சிவபிரும்மராயன் கேஷத்திரத்து ஆட்கொண்ட வில்லி செல்வப்பிரான் இவை அறிவேன். மாம்பாக்கமூரன் அகம்பெற்றவனை நாற்பத்தெண்ணபிரம்பட்டன் எழுத்து. இப்படிக்கு இவை நெறிக்குப்பெரியான் அறிவேன். இப்படி இவை செம்பியமூவேந்த வேளாளன் எழுத்து. இப்படி இவை கோயில்கணக்

குத் திருவிழிச்சிலுருடையான் எழுத்து. இப்படிக்கு அறி வேன் திருப்போரியூர் நாற்பத்தெண்ணயிரப்பட்டன் இப் படிக்கு அறிவேன். சிறுவூர் முறிச்செட்டி நாராயணன் அறி வேன். ஆமூர்காட்டு வேளானென் இப்படிக்கு அறிவேன். பையனூர் குரோபி தோணயப்பட்டனென் இப்படி அறிவே ன். பையனூர் மஹிந்திகுறி நாராயணப்பட்டனென் இப்படி அறிவோம். கோயில் ஸ்தானத்தோம் பெருவாமதி ஆனைக் கண்ணன் அமரக்கிழவன் அறிவேன்.

No. VI.

எச்சூரென்கிற வூரைக்குறித்துக்கொடுத்த பத்திரங்களாறு.

பலவஹ ஆடிமீ முதல்தேதி அகரம் எச்சூரிலே யிருக்கும் திதெட்டி ராகுவபட்டர் புத்திரர் அவுதானி அய்யர் உள்ளிட்டாருக்கும் அகரம் சிறுமாங்காட்டுக்குப் பிறதிகாம மான திம்மாபுரத்திலிருக்கும் திதெட்டி அச்சனபட்டர் புத் திரன் எல்லம்பட்டர் பங்குமனே சுத்தக்கிறையசாதனம்பண் ணிக்கொடுத்தபரிசாவது இவர்பக்கல் இத்தனை என்னுடை ய அவசரநிமித்தியமாக சிறுமாங்காட்டில் அவுதானி அய்ய ருக்கு வங்காயலப்பாடிதிருவனதய்யர் கொண்டூரிலே பா திபும் நான் திருவனதய்யர் கையில் சுத்தக்கிரயமாகக் கொ ண்டத்திலே பாதிபங்கு மனே சுத்தக் கிரயசாதனம்பண்ணிக் கொடுத்து வாங்கின செல்லும்படி சென்னபட்டணம் பூ-வி ராகன் ௦க - இந்தவிராகன் பதினென்றுக்கும் இந்தப் பாதிக் குமுண்டான பாதிப்பங்கும் இந்தப் பாதிக்குமுண்டானகொ ல்லைமனேவரி கழனிஉள்மனே பிறமனே யெப்பேர்ப்பட்டதும் நீரோசுத்தக்கிறையமாகப்பற்றி அனுபவித்துக் கொள்ளக்கட வீராகவும். அனுபவிக்குமிடத்திற் பாதியிலே பாதிக்குண் டான நிகி நிக்ஷேப சலபாஷாண அகுடிண்ணிய ஆகாமியெ

வ்கிற அஷ்டபோகசுவாமி சுதந்திரங்களும் தமக்கே யோக்கியமாகப்பற்றி அனுபவித்துக்கொள்ளக்கடவீராகவும் அனுபவிக்குமிடத்தில் இந்தப் பாதியிலே பாதிக்குண்டான மரவடை மாவடை செக்குமூட்டை தறிக்கடமை மந்தைவரிசையெப்பேர்ப்பட்டதும் தமக்கே யோக்கியமாகப்பற்றி யனுபவித்துக்கொள்ளக்கடவீராகவும், அனுபவிக்குமிடத்தில் ஆசந்திராதிகளும் புதுதிரபவுத்திர பாரம்பரியமாக தானுதிமனே விக்கிரயங்களுக்கும் தமக்கே யோக்கியமாகப்பற்றி யனுபவித்துக் கொள்ளக்கடவீராகவும், அனுபவிக்குமிடத்தில் இந்த பாதியில் பாதிக்குண்டான அருநீர் முறைநீர் தமக்கு வேணுமென்றவிடத்தில் கட்டிக்கொண்டு ஊரொத்த சுத்தக்கிரைய வாசகப்படிக்கு நீரோபற்றி யனுபவித்துக்கொள்ளக்கடவீராகவும் இந்தக் கிறயசாதனத்துக்கியாதொரு கலனுமில்லை கலனுண்டென்றுவந்தால் நானே முன்னின்று கலன் தீர்த்துவிடக்கடவேனுகவும் இந்தக் கிறையசாதனத்துக்குவாசகப்பிழை வரிமாறுட்டம்வெட்டு சிலுக்கு ஒன்றும் சொல்லவல்லதாகக் கடவேனுகவும், இப்படிக்குச் சம்மதிச்சு மேனசுத்தக் கிறையசாதனம் பண்ணிக்கொடுத்தேன். திதெட்டி அவுதானி அய்யர் உள்ளிட்டாருக்கும் எல்லம்பட்டர் ஓம்- இந்தசிட்டு யெழுதின நன்மைக்கு தட்டார நல்லான் யெழுத்து இதுகுகு திரவியசெல்லு இனயித்துகான்சாயபு அவர்களுக்கு செல்லுவராகன் எவ - நாயக்கரவர்கள் செல்லுவராகன் ஈஷ - ஆக வராகன் - மிக - செண்ணுது. இதுக்கு சாட்சி யல்லப்ப வெங்கட்ட வரதையர்சாட்சி - சுப்பய்யர் சாட்சி.

No. VII.

పింగళనామసం ॥ ఆషాఢ బహుళ అగరంమెచ్చారికి ప్రవిణామమయిన వెంక్కటాపురమందుండే తీరెటురాఘవభట్ల కుమారుడు నరసంభట్లు ఉల్లటారుకుయినగరంలోవుండే పరదాయల్లంభట్ల కుమారుడు. పెరు

మూళ్లయ్య వ్రాశిచ్చిన శుద్ధక్రయపత్రక్రమమెట్లన్నను మాఅవసరనిమి
త్యమై మేము నంగూరివారిచావ కొన్నముప్పాలికెత్తే త్రములోను పెయ్య
చెరువుకింద యెంచెరుమానారుకణ్ణరులో పుత్తరశరగురూపుఖండమొదటి
కాణిలోపు త్తరంగ్గా రాయకణ్ణరుకాలువవారను కంబుకాశీజిలరకాణిన్ని
మీకుశుద్ధక్రయముచేశ మీచేతపుచ్చుకుంన్న ప్రళయకావేరిచెల్లుబడి గగర
ఆత్రాలవరహాలునాలుగు యీనాల్గువరహాలకు యీఅరకాణిశుద్ధక్రయము
గాఁబట్టి అనుభవించ్చుకోగలవారు | అనుభవించ్చగా యీఅరకాణిన్ని పర
కవృత్తినీళ్లు రెండ్లు చెరువులకింద పట్టుకోగలవారు | యీపరకపాలుపుంన్ను
నిధినిక్షేప జలతరపాషాణఆక్షీణచగామిలనే అష్టభోగ్యాలకుంన్నపు త్ర
పాత్రపారంపర్యంగాబట్టి అనుభవించుకోగలవారు | యీఅరకాణికిన్ని
రెండ్లున్నరమాపు | యీరెండ్లున్నరమాపుకుంన్ను కలిగినదిమీరేలనుభవించు
కోగలవారు యీఅరకాణికిన్ని పూర్వాధిపరాదియేనైనా కలిగినట్టయితె
నేనేముందునిలిచి పరిహరించ్చగలవాన్ని యిటనిసంమ్మతించి వ్రాశిచ్చిన
శుద్ధక్రయశాసనం వీరలసంమ్మతిని గౌరవరంశంగిరి వ్రాశినశుద్ధక్రయశా
సనం యీపత్రార్ధంవరహాలు నాలుగున్ను ద్రవ్యంచెల్లుపూర్వం నేనుపె
నుగొండరాఘవయ్యకు భోగ్యంవ్రాశిచ్చితీసుకున్నద్రవ్యం చెల్లుపోగా
నిలిచినరూకలులీసుకున్నాను అంతుపత్రార్ధంఅయినరూకలు ముట్లేషు|
యిదేద్రవ్యంచెల్లు యీపత్రానకువాచకదోషం అక్కరలేదు || యీఅర
కాణిన్ని దానాదివిక్రయాలకు పుత్రపౌత్రపారంపర్యముగా అనుభవించు
కోగలవారు యిందుకుసాక్షులు మాల్యవంతంవెంకట్టపతిసాక్షి - కృష్ణమా
చార్యులుసాక్షి అబ్బాభట్లుసాక్షి - దుగరాజువెంకట్టపతి - పెరుమాళ్లి
యవ్వాలు.

No. VIII.

ఆంగ్లీరసనామసనం || ఆడినెల గది ఆషరంయెచ్చురికి ప్రతినామ
మైన వెంకట్టాపురమందుపుండె వీరేటినరసంబట్లగారికి సమ్మోహినివరదా
యల్లంబట్లకుమారుడుపెరుమాళ్లియవ్వాశిచ్చినశుద్ధభోగ్యక్రమమెట్లన్నను
మాఅవసరనిమిత్యము మానేల పెయ్యచెరువుకింద యాలామపట్టడఅరకా

నిలోపు త్తరపార్శ్వము కాణికాలుకాణిన్ని అధికగుంట్లుంన్ను భావిలో
సగమున్ను యేతాముతొక్కుడుసహాహాడాను మీవశానశుద్ధ భోగ్యముగా
వుంచి తీసుకున్నచెల్లుబడి ప్రళయకావేరి గగఒపు అక్షరాలా ప్రళయకా
వేరివరహాలురెండ్లున్నరకుంన్ను ఆనేలశుద్ధ భోగ్యముగా మీరేఅనుభవించ్చగల
వారు - అనుభవించేవరునలోను వీసం వ్రిత్తికిలిగినసీళ్లు రెండ్లుచెరువుల
కింద కట్టుకునిఉన్నచూచినట్టాయనా అచ్చినవున్నున్ను అండ్లకువచిరూకల
కు పాలికెలెక్కవడ్డిన్ని మొదలుంన్నుయిచ్చి విడిపించ్చుకోగలవారము |
విడిపించ్చుకునేటప్పుడు తొళిడింకరినేలను విడిపించ్చుకోగలవారము | యిట
నినంమ్మ తెంచ్చి నరసంభట్ల గారికి నమ్మా హినివరదాపెరుమాళ్లయ్య వ్రాశిచ్చి
నశుద్ధ భోగ్యపత్రము | యిందుకుసాక్షులు మాల్యమతువెంకటపతి పురాణం
రామాంజిఅమ్మ యనీవరలనమ్మ తెని గౌరవరంగిరి వ్రాశిచ్చినపత్రం.

No. IX.

தாதுஇரு மார்கழிமீ 10ருவ அகரம் எச்சூருக்கு பிற
திநாமமான வெங்கட்டாபுரத்திலிருக்கும் திதெட்டி முகவ
பட்டர் புத்திரன் நாசம்பட்டர் உள்ளிட்டாருக்கும் யிவ்வகத
திலிருக்கும் வரதப்பெருமாளய்யர் புத்திரன் எல்லம்பட்டர்
உள்ளிடடாரும் நிலசுத்தக்கிறைய சாசனம் பண்ணிக்கொ
டுத்த பரிசாவது என்னுடைய அவசரநிமித்தியமாக தம்மு
டையவசத்தில் எங்கள் நிலமான நிலம் என்பங்குநிலமான து
முகண்ணூற்றின் வாய்க்காலுக்கு வடவண்டை நாயக்கரவர்
கள் காவல்மானியத்துக்கு தென்னண்டை பிள்ளையார்முத
லியார் கையில்கொண்ட அரைக்காணியும் அதனக்குழியும்
உங்களுக்குச் சுத்தக்கிறையம் பண்ணிக்கொடுத்து வாங்கின
செல்லும்படி பழவேற்காட்டுவிராகன் ச - திருவாதி பு-எ-
இந்த வராகன் நாலும் - திருவாதி - பு-எ-க்கும் இந்தக்காணி
அரைக்கும் அதன குழிக்கும் இந்தப்பங்கு அரைக்காலும்
சுத்தக்கிறையமாக ஹரொத்தவாசகப்படிக்கு தாமே யனு
பவித்துக் கொள்ளக்கடவீராகவும், அனுபவிக்குமிடத்திலிந்

தக்காணி அரைக்ரும் அதனக்குழிக்கும் ரொண்டேரி கிழ் தண்ணியும் தங்களுக்கு வேணுமென்ற விடங்களிலே கட்டிக்கொள்ளக்கடவீராகவும் இந்தப்படி சம்மதித்து இந்தப் பங்கு அரைக்காலுக்கும் உண்டான மாவடை மரவடை மந்தைவரிசை தறிக்கடமை செக்கோட்டம் மந்தமுறை எப்பேர்ப்பட்ட சகல சமுதாயமும்பற்றி தாங்களே யனுபவித்துக் கொள்ளக்கடவீராகவும் அனுபவிக்குமிடத்தில் நிதிநி கூப பாஷாணம் அகூனை ஆகாமியென்கிற அஷ்டபோக தேசசுவாமியங்களு மனுபவித்துக் கொள்ளக்கடவீராகவும் இந்தநிலத்துக்கு பாதொரு கலனுமில்லை பூர்வாதி உத்திராதி எதான ஒரு கலன்வந்தால் அதுக்கு நானே முன்னின்று பரிகரிக்கக் கடவேனுகவும் இதுக்கு திரவியச்செல்லு தட்டார எற்றனபார்வையில் நாளது பழவேற்காடு பு-ச - முன்னூலே பொக்கியம்வச்சுவாங்கின வராகன் - ச - பு-ரூ - ஆக வராகன் நாலும் பணமேழும் சென்றது இந்தப்படி சம்மதித்து சுத்தக்கிறையசாசனம் எழுதிக்கொடித்தேன் நரசய்யர் உள்ளிட்டாருக்கும் வரதபெருமாளய்யர் உள்ளிட்டார் ஒம் இந்தக் கிறையசாதனம் எழுதின நன்மைக்குத் தட்டார எற்றன் கையெழுத்து.

No. X.

ஸ்வஸ்திஸ்ரீமன் விசையாபி உதய சாலிவாகன சகாப்த ஹரி சூசுர அயன-க்கு மேல் செல்லாநின்ற சித்திரபானுவரு சித்திரைமீ சடை அமாவாசை புதன்கிழமை சூரியயோபராக புண்ணியகாலத்தில் எசுசாகர அத்தியென்றுன ஆபஸ்த்தம் பசூத்திரரான காசிபகோத்திரரான திங்தெட்டி நரசம் பட்டர் பவுத்திரரான சேஷம்பட்டர் புத்திரரான நரசம்பட்டர் உள்ளிட்டாருக்கும் சந்தவேலூர் சத்திரத்திகோத்திரரான சின்னண்டிக்கிருமணி புத்திரரான முத்தக்கிருமணியுள்ளிட்டாரும் நல்லாண்டிக்கிருமணி புத்திரரான சின்ன

சின்னண்டிகிருமணி புத்திரரான நல்லமுத்தகிராமணி உள்ளிட்டாரும் நாங்களிருவரும் சந்தவேலூரில் கிருமப்பங்கு அரைக்காலும் பூதானம்பண்ணிக்கொடுத்த பரிசாவது செங்கல்பட்டுசிமையில் எச்சூர்மாகாணத்தில் எங்கள் கிருமமான சந்தவேலூரில் எங்கள் கிருமபங்கில் எட்டிலொரு பங்கு சூரியகிரான புண்ணியகாலத்தில் இரணியோதக பூர்வகமாய் யெச்சூர்மாற்கண்டேசுவரர் ஆதிகேசவப்பெருமாள் சன்னதியில் தானம்பண்ணிக்கொடுத்தோம். இந்தப் பங்கு அரைக்காலுக்கும் எங்களூர் எல்லைசதுஷகத்திலேயும் எட்டிலொன்றுகொடுத்தோம். இந்தகிருமம் எட்டிலொன்றும் தாங்கள் புத்திரபவுத்திர பாரம்பரியமாய் ஆசந்திரார்க்கமாய் தாஞ்சிவினிய விக்கிறையங்களுக்கும் தங்களுக்கே யோக்கியமாய்ப்பத்தி அனுபவித்துக்கொள்ளக்கடவீராகவும் இதிலேயுண்டான நிதிநிக்ஷேப செலதருபாஷாண அக்ஷேண ஆகாமி சுத்தசத்தியென்கிற அஷ்டதேசசுவாமி சுவந்திரங்களும் தங்களுக்கே யோக்கியமாய்ப்பற்றி யனுபவித்துக்கொள்ளக்கடவீராகவும் இப்படி சம்மதிச்சு எங்கள்ரு சியிலெழுதிக்கொடுத்த பூதான பத்திரிகை சுத்ததாதுருணம் புண்ணியம் பரதத்தானுபாலனம் பத்ததாபகாணேசுதெதம் நிஷபலம்பவேது - தானபாலனயொரமத்தியே தாஞவெ யொனுபாலனம் தாஞது சுறகம் வாபுஞேதிபாவனுவது அச்சுதம்பதம் இதுக்கு தற்மசாட்சிகள் சந்திர சூரியர் ஆதிகேசவப்பெருமாள் மாற்கண்டேசுவரர் இந்த தானபத்திரம் எழுதின நல்மைக்கு கணக்கு அப்பயன் கையெழுத்து. இவை முத்தக்கிருமணி கைஞட்டு. இவை நல்லமுத்துகிருமணி கைஞட்டு. ஊர்கணக்கு அம்மையப்பன் இப்படி அறிவேன் சந்தவேலூர் தூக்கிரி முத்தாலுநாயக்கன்சாக்ஷி கவளவேடு பாஷ்யம் வெங்கட்டராமய்யர் இப்படி அறிவேன். சிறுமாங்காடு கந்தன் இப்படி அறுவேன். முத்துக்குமாரன்.

No. XI.

சுபானுஷ்புரட்டாசிமீ சவ அகரம் எச்சூருக்கு பிறி
தி நாமமான வெங்கிட்டாபுரத்திலிருக்கும் திருதெட்டி சே
ஷபட்டர் புத்திரர் நரசம்பட்டர் உள்ளிட்டாருக்கும் சந்த
வேலூர் சின்னண்டிகுமாரன் முத்துக்கிருமணி உள்ளிட்டா
ரும் சின்ன சின்னண்டிகிருமணிகுமாரன் நல்லமுத்துகிரு
மணி உள்ளிட்டாரும் கிரும கிறையசாதனம் பண்ணிக்
கொடுத்த பரிசாவது இற்றைநாள் எங்கள் கிருமமான சந்த
வேலூரில் தங்களுக்கு நாங்கள் முன்னலே தானம்பண்ணிக்
கொடுத்தபங்கு அனைக்கால்போய் நின்றபங்கு முக்காலே
அனைக்காலில் நாளது எங்களுட அவசர நிமித்தியமாகத்
தங்களுக்கு எங்கள்பங்கில் அனைக்கால்பங்கு சுத்தக் கிறை
யசாதனம் பண்ணிக்கொடுத்து வாங்கின செல்லும்படி பூவ
ராகன் - ல - இந்தவராகன் பத்துக்கும் இந்தப்பங்கு அனைக்
காலும் கிறையசாதனம் பண்ணிக்கொடுத்தோம் இந்தப்பங்
கு அனைக்காலும் ஊர் ஒத்த சுத்தக்கிறையசாதன வாசகப்
படிகு தாங்களேபற்றி யனுபவித்துக் கொள்ளக்கடவீராக
வும் அனுபவிக்குமிடத்தில் இந்தப்பங்கு அனைக்காலுக்கும்
மாவடை மரவடை செக்காட்டித்தறிக்கடமை மந்தைவரிசை
இறைவரி அறநீர் முறைநீர் எற்சோறு நிதிநிக்ஷேப செலதரு
பாஷாண அக்ஷண ஆகாமியசித்த சாத்தியமென்கிற அஷ்ட
போகசுவாமி சுதந்திரங்களும் தமக்கேயோக்கியமாக ஆசந்
திரார்க்கமாக புத்திரபவுத்திர பாரம்பரியமாய்பற்றி அனுப
விச்துக் கொள்ளக்கடவீராகவும், அனுபவிக்குமிடத்தில் இ
ந்தப்பங்கு அனைக்காலுக்கு யாதொருகலனுமில்லை. கலன்
உண்டென்றுவந்தால் நாங்களே முன்னின்று கலன்தீர்த்துக்
கொடுக்கக்கடவோமாகவும், இந்தப்படிக்கு சம்மதித்து எங்
கள் ராசியில் எழுதிக்கொடுத்த கிறையசாதனம். நல்லமுத்
துக்கிருமணி கைகாட்டு. இதுக்கு சாக்ஷி எச்சூர் சுப்பய்யர்.

நரசய்யர்சாயெருகுமுழ - ஊர்கணக்கு அம்மையப்பன் அறி வேன் - மாததூர் சுப்பிரமணியசெட்டி எச்சூர்கணக்கு பெரியபிள்ளை.

இவர்களறிய எழுதினகன்மைக்கு ஊர்கணக்கு அம்மையப்பன் கையெழுத்து.

No. XII.

தண்டையார்பபட்டென்கிற ஊரைக்குறித்துக்கொடுத்த பத்திரங்களாறு.

சுபஸ்ரீ மகாமண்டலேஸ்வர மனுமாசூர மகாசூர சண்டப்பிரசண்ட வன்னிய சண்டாமாருத கோதண்ட பாஷைக்குத் தப்புவராய்கண்ட மூவராய்கண்டகண்டநாடு கொண்டுகொண்டநாடு கொடாதோன் எம்மண்டலமுங்கொண்டு எதிர்மண்டலமும் சூறைகாறன் கடக்குரகாரான கல்லியாணபுராவனுதிஷ்டவரான அஷ்டசிக்கு மனுபயங்கரரான துஷ்டநிக்கிரக சிஷ்டபரிபாலன் துலுக்கதளவிபாட துலுக்கமோகம் தவிர்த்தோன் ஒட்டியதளவிபாட ஒட்டியமோகந் தவிர்த்தோன் ராசாதிராச ராசபரமேஸ்வர ராசமாத்தாண்ட ஸ்ரீவீரப்பிரதாப விரசிங்கார ராசிகதேவமகாராயர் உத்தரதேசரக்ஷண பச்சிம சமுத்திராதிபதியான கெசவேட்டை கொண்டருளாநின்ற சாலிவாகன சகர்ப்தம் - ஆசுவாசயெ - க்கு மேல்செல்லாநின்ற சார்வரிஇரு ஆனிமீ உகஉ ஆதிவாரமும பரணிநக்ஷத்திரமும்பெற்ற இற்றைநாள் எழுதிய சாதனம் செயங்கொண்ட தொண்டமண்டலத்தில் சந்திரகிரி ராச்சியத்தில் புழல்கோட்டத்தில் நாயறுநாட்டில் தண்டையார்ப்பட்டு முதலிகளில் ராக்கியப்பமுதலியார் குமாரன் அர்ச்சுனமுதலியார் உள்ளிட்டாரும் - ஓம் - என்னுடைய காணியாக்ஷியான தண்டையார்ப்பட்டில் என்பங்கு பத்தில் ஒன்றில் - மனை - நிலம் - புலம் - நீர் - கொல்லை - தோப்பு-

துரவு - கிணறு - காணிப்பேறு காணிமானியம் - செக்கு முட்டை தறிக்கடமை - பறச்சேரி - திடற்பறையர் - பிழைக் கடை- மற்றும் யெப்பேர்ப்பட்ட சகல சுதந்திரமும் என் பங்கில் மூன்றில் ஒன்று கொள்வாருளரோவென்று விலைகூற இம்மொழிகேட்டு இதற்கு எதிர்மொழிகொடுத்தோன் இம் மண்டலத்தில் இக்கோட்டத்தில் அம்பத்தூர் நாட்டில் கொ ண்ணூரிலிருக்கும் திருவேலிப்பிள்ளை மலையப்பமுதலியார் குமார்ன் சூரபபன் கொள்வேனென்று பிற்கூற முற்கூறிய மயிலாகிஞார் கோத்திரம் ராக்கியப்பமுதலியார் குமாரன் அற்சுனன் பிற்கூறிய மலையப்பமுதலியார்குமரரன் சூரப்ப னும் எம்மிலிசைந்து தம்மில் பொருந்தி தண்டையார்ப் பட்டி மண்ணுளர் மனைக்கொள்வர் முன்பாகத் தண்டை யார்ப்பட்டில் என் பங்குபத்தில் - ஒன்றில் மூன்றில் ஒன் று - மனை - மண் - நிலம் - புலம் - நீர் - கொல்லை - தோப்பு - துரவு - கிணறு - காணிப்பேருகாணி - மானியம் - செக்கு முட்டை - தறிக்கடமை - பறச்சேரி - திடற்பறையர்பிழைக் கடை - மற்றும் உண்டான எப்பேர்ப்பட்ட சகல சுதந்தர மும் என்பங்கில் ந - ல் க - ம் - சென்னபட்டணம் புது வராகன் ஐம்பது இந்தவராகன் நூ - க்கும் விலையறவிற்று பொருளறப்பற்றிக்கொண்டேன். இருக்காலாவது - மூக்கா லாவது யிதுவே விலையாவதாகவும் யிதுவேவிலைப்பிறமான மாகவும் விலையறவிற்று பொருளறபற்றிக்கொண்டேன். என் பங்கில் மூன்றிலொன்றும் - மனை - மண் - நிலம் - புலம் - நீர் - கொல்லை - தோப்பு - துரவு - கிணறு - காணிப்பேறு காணி - மானியம் - செக்குமுட்டை - தறிக்கடமை - பறச் சேரி - திடற்பறையர் - பிழக்கடை - மற்றும் எப்பேர்ப்பட்ட சகலசுதந்திரமும் சந்தான பாரம்பரியம் சந்திராதித்தருள்ள வரைக்கும் அனுபவிக்கக்கடவீரகவும் என்பங்கு மூன்றில் ஒன்றுக்கும் யாதொருகலனுமில்லை கலனுளதாய்தோற்றப் படில் நானேமுன்னின்று கலன்தீர்த்துத் தரக்கடவேனகவும்

தண்டையார்ப்பட்டில் என்பங்கு மூன்றிலொன்று - நிலம்- புலம் - நீர் - கொல்லை - தோப்பு - துரவு - கிணறு - காணிப் பேறுகாணிமானியம் - செக்குமுட்டை - தறிக்கடமை - பற சேரி - திடற்பறையர் பிழக்கடை மற்றும் எப்பேர்ப்பட்ட சகல சுதந்திரமும் விலை ஒற்றிப் பிறிதிக்கிறையம் மற்றும் தானதமனங்களுக்கும் உரித்தாகக்கடவதாகவும்-இப்படிக்குச் சம்மதித்து கிறையசாதனம் பண்ணிக்கொடுத்தேன். மலை யப்பமுதலியார் குமாரன் சூரப்பனுக்கு முக்கியப்பமுதலி யார்குமாரன் அற்சுனன் உள்ளிட்டாரும் - ஓம - இவையிந்த சாதனத்துக்கு ஓலைக்குற்றம் எழுத்துப்பிழை வாசகப்பமுது வரிமாராட்டம் வெட்டுசிதக்கு புழுக்கடி உளிதாக்கு நெரி தல் முறிதல் ஒன்றுசொல்லப் பிறதல்லதாகவும். இப்படிக்கு சாட்சி பூதூர் பெரியகச்சியப்பமுதலியார். கொண்ணூர் நம சிவாயமுதலியார். நயினியப்பமுதலியார். போயாதி இராகு வமுதலியார். இவகள் சம்மதியில் எழுதின நன்மைக்கு தண்டையார்பட்டு ஊர்கணக்கு குருவப்பிள்ளை குமாரன் பொதுவன் கையெழுத்து.

இவை.
- முக்கியப்பமுதலியார்குமாரன்வரதப்பன்கையெழுத்து.
- தொப்பைமுதலிகுமாரன் தியாகப்பன்கையெழுத்து.
- குள்ளப்பமுதலிகுமாரன் தியாகப்பன்கையெழுத்து.
- சின்னண்ணமுதலியார்குமாரன் நல்லன்கையெழுத்து
- பெரியமுத்தியப்பன்கையெழுத்து.
- பெரியமுதலிகையெழுத்து.
- பெருதம்பிகையெழுத்து.
- அற்சுனன்கையெழுத்து.
- சின்னதம்பிமுதலியார்குமாரன்தியாகப்பன்கைஎழுத்து

No. XIII.

பனிரண்டாவது பத்திரத்துக்கு மூலபத்திரத்தமிழைத் திருப்பி இங்கிலீசிலெழுதினபிறகு காணப்படவில்லை.

No. XIV.

சுபஸ்ரீமன் விசையாதப்புதைய சாலிவாகன சகாப்தஹூ ஸுசுஸாடுலி-க்கு மேற்செல்லாநின்ற சவுமிய ஹூ மார்கழிமீ உகஉ திறையோதசியும் ரோகணிநக்ஷத்திரமும் ஆதிவாரமும்பெற்ற இற்றைநாள் ராசஸ்ரீ கும்பினியாரவர்கள் கிருமம் தண்டையார்பட்டிலிருக்கும் கிருமத்தார் அனைவரும் சம்மதித்து சென்னபட்டணத்திலிருக்கும் சேர்வைக்காற சிலம்பர ராமனையக்கரவர்களுக்கு எங்கள்கிருமமான தண்டையார்பட்டிலிருக்கும் தேசி தோட்டத்துக்கு மேற்கு வாய்க்காலுக்குதெற்கு இடையன்பட்டடை சோனகன் குளத்துக்கு வடக்கு இந்த சவுக்கசதிரம் நாற்றங்கால்வழிகைக்கு கிழக்கு இந்த நிலம் தங்களுக்கு பிள்ளேயார் கோவிலுக்கு நந்தவனம் செடிசெட்டு போட்டுக்கொண்டி பயிர்செய்கிறத்துக்கு தற்மசாதனம் எழுதிக்கொடித்தோம் அந்தநிலத்தில் மாவடை மரவடை வைத்துக்கொண்டு சூரிய சந்திராதித்தருள்ளவரைக்கும் தற்மபரிபாலனை பண்ணிக்கொள்ளக்கடவீராகவும. இந்தப்படிக்கு நாங்களனைவருஞ் சம்மதித்து சிலம்பர ராமணனையக்கருக்கு எழுதிக்கொடித்த தற்மசாதனம். இப்படிக்கு எழுதினதன்மைக்கி ஊர்கணக்கு குருவப்பிள்ளையெழுத்து. இதுக்கு யாதாமொருவர் விகாதம்பண்ணினலும் கெங்கைக்கரையிலே காராம்பசுவைக்கொன்றதோஷத்திலே போகக்கடவோமாகவும், இப்படிக்கு அண்ணமுதலியார் கையெழுத்து. சூரப்பன் கையெழுத்து. வரதப்பன் கையெழுத்து. தொப்பை கையெழுத்து. முத்தம்பிகையெழுத்து.

No. XV.

சுபஸ்ரீவிசையாப்புதய சாலிவாகனசகாப்தம் தூசுாடுயிகூ ஹூக்குமேல் செல்லாநின்ற பிங்களஹூல ஆடிமீ உலஅவ தண்டையார்ப்பட்டு ஊரார் அவர்கள் சென்னபட்டணத்திலி ருக்கும்கும்பினிவற்தகம் தம்பிசெட்டியாரவர்களுக்குத் தண் ணீர்ப்பந்தலுக்கு எங்கள் கிராமத்தில் நிலம்விட்டவயணம் வாகுகளமொட்டுக்கு தென்னண்டைகாலுக்கு தெற்கு தாங் கல் கரைக்குழிக்கும் ஆண்டார்பிழக்டைவேலிக்கும் வடவண் டை காலண்டை நாற்றங்காலுக்குவடக்கு திம்மப்பையன் தோட்டத்துக்கு வடவண்டைருளத்துக்குந் தாதச்சிவிட்டு வேலிக்குமேற்கு இதுக்கு உள்பட்டநிலம் அடங்கலும் தங் களுக்குத் தண்ணிப்பந்தலுககு எழுதிக்கொடித்தோம் இந்த நிலத்தில் தண்ணீர்ப்பந்தல் கட்டிவைத்துக்கொண்டு செடி செட்டும்வைத்துச் சந்தான பாரம்பரியமாய் தற்மபரிபால னம்பண்ணிக்கொண்டு அனுபவித்துக் கொள்ளக்கடவீராக வும். இப்படிக்கு எங்கள்ராசியில் எழுதிக்கொடித்தோம் இந் தப்படி யெழுதினநன்மைக்கு ஊர்க்கணக்குத் தியாகன் எழு தின தற்மசாதனம்.

வறதப்பன்கையெழுத்து.
தொப்பைகையெழுந்து.
நல்லண்ணன்கையெழுத்து.
சூரப்பன்கையெழுத்து.

No. XVI.

சற்வசித்துஹூல மாசிமீ எஉ தண்டையர்ப்பட்டு ஊரா ரவர்கள் குளத்தூர் பெருமாளய்யங்கார்குமாரன் வறதய்யங் காருக்கு பூமிதானபத்திரம்கொடித்தபடி எங்கள் கிராமத் தில் கொருக்கப்பட்டடையில் மணம்பட்டிக்கு வடக்கு கள த்துமேடி தலையாரி ஆண்டிகொல்லைக்கு தெற்கு தமக்கு தண்

ணிர்ப்பந்தல் தோட்டம் தற்மத்துக்குச்சாதனம் பண்ணிவி ட்டவயணம் - சரு - அடிக்கோலால் - குழி - உரு - கொ ண்டிதோப்பு குளத்துமேடு தற்மராசாகோயில் வடவண் டைமானியம் - குழி-உரு - இந்தத்தோட்டமும் மானியமும் தேவாணத்திலே யாதொரு கலன்வந்தாலும் நாங்கள் முன் னின்று தங்கள் தோட்டமும் மானியமும தங்களுக்கு நடப் பிக்கக்கடவோமாகவும். இப்படிக்கு தண்டையார்ப்பட்டு ஊ ராரவர்கள் வறதய்யங்காருக்குக் கொடுத்த பூதானபத்திரம். இந்த தானபத்திரத்தில் எழுதினபடிக்கு நடப்பியாமல்ப்போ னால் - கெங்கை கரையிலே மாதாவைக்கொன்ற தோஷத்திற் போகக்கடவோமாகவும், இந்தப்படிக்கு இவர்கள் சம்மதி யில் எழுதினவிபரம் சந்திராதித்தருள்ளவரைக்கும் சந்தான பாரம்பரியமாய்தாங்கள் அனுபவித்துக்கொள்ளக் கடவீராக வும் - சுவதத்தாதுவி குணம் புண்ணியம் பரதந்தானுபால னம் பரதத்தாபகாரோணசுவதத்தம் நிஷபலம்பவேது - அகி லாண்டகோடி பிறுமாண்டநாயகர் தியாகராயசுவாமியறிய எழுதினனன்மைக்கு ஊர்கணக்கு பொதுவபிள்ளைகுமாரன் குருவப்பன் எழுத்து. தொப்பை எழுத்து. வறதப்பன்எழு த்து. சின்னண்ணன் எழுத்து. இதற்குச்சாட்சி.

முயசம் பாப்பையர்
தியாகப்பநாயக்கர்.

No. XVII.

விசையஹ அற்பசிமீ கூடசென்னப்பட்டணம் கும் பினிவர்த்தகம் - சுங்குராமசெட்டியாரவர்களுக்கு தண்டை யார்ப்பட்டு கிருமத்தார் ஊராரவர்கள் வறதப்பன்தொப்பை பெரியமுத்தியப்பன் மற்றும் உள்ளிட்டாரானபேரனவரும் எழுதிக்கொடுத்தபடி எங்கள் கிராமத்திலே நீங்கள் தோட் டத்துக்கு நிலம் கேழ்க்கையில் உங்கள் தோட்டத்துக்கு விட்

டவயனம் உங்கள் தோட்டத்துக்கு வடவண்டை தெற்கு வடக்கு நிகளம் அடி - கூ - கிழக்கு மேற்கு உங்கள் தோட்டமட்டுக்கும் விட்டோம் அந்தத் தோட்டத்திலே வேண்டும்பயிர் செய்துக்கொண்டு சந்தான பாரம்பரியமாய் அந்தப்பலன்தாங்களே அனுபவித்துக் கொள்ளக்கடவீராக வும். இப்படிக்குச் சம்மதித்துச் சுங்குராமசெட்டியார் அ வர்களுக்கு ஊராரவர்கள் எழுதிக்கொடுத்த தோட்டச்சிட்டு. இதுக்குசாட்சி ராயசம் பாப்பய்யர். தியாகப்பநாயக்கர் இ வர்களறிய எழுதினசன்மைக்கு கிருமகணக்கு குருவப்பன் எழுதினசிட்டு - வறதப்பன் எழுத்து - தொப்பைஎழுத்து- பெரியமுத்தியப்பன் கையெழுத்து - ராயசம்பாப்பையர் சா கூடி - தியாகப்பநாயக்கர்சாகூடி.

No. XVIII.

பற்பலஞ்ர்களுக்குறித்துக்கொடுத்த பத்திரங்களேழு.

கீலகநாமசம்|| சுங்குனெல ஈ தேதி ஆமூரு கமுஸானிபல்லெ ரஷு பதி ஆய்யுகாரிகி மோதனம்பேது கண்ட்லகுண்ட வெங்க்-ய்யகுமாருது రామలింగంవ్రాశియిచ్చిన స్వాస్థ్యక్రయపత్రం కీలు మోదనం బేంటికి ప్రతినామమయిన నాగమాంబాపుర అగ్రహారమందు నండ్డూరి మల్లయ చాత వికారినామసంవత్సరం ఆడినెల ౧౫ తేది మూడువృత్తులు తవణ క్రయం వ్రాసుకుని అనుభవి స్తిమిగద యిప్పుడు మా అవశరనిమిత్యమై మల్లయ మాకు వ్రాసియిచ్చిన క్రయపత్రం మీకుయిచ్చి మీచాతపుచ్చు కున్న ప్రళయకావేరి-గగ-ఎ- రెడుపులప్పిన యేండ్లు రెండింటికివడ్డి-గగ-ఎ- అంత్తు-గగ-౧౦ - అక్కరాలా పడివరహాలకున్ను నండూరి మల్లయ మాకు వ్రాశియిచ్చిన మూడువృత్తులున్ను మీకు మేము శుద్ధక్రయముగా వ్రాశ యిచ్చిన మూడువృత్తులున్ను మీకు శుద్ధక్రయముగా వ్రాశియిచ్చినాము

గనుక ఆమాడు వృత్తులకున్న కలిగిన నివేశనేల నిధి నిక్షేప జలతరు పాషాణ అష్టిడిఆగామి మొదలయినదిన్ని మీపుత్రజ్ఞాలిసానుంత దానవిక్రయము లకు యోగ్యయంగా మీరు అనుభవించ్చగలవారు యిందుకు ఆసరాదిలేదు కలిగిన ట్లయితే పరిహరించ్చి మేమే నడిపించగలవారం యట్లని మా రా జీని వ్రాసిఇచ్చిన స్వాస్యక్రయపత్రం యిందుకు సాక్షులు హరిహరాదులు కంచ్చాడ అప్పయ దశగ్రంథి రామయ్య వీరలయెరు కనుకండ్లగుంట రామ లింగం స్వహస్తంవ్రాసిన క్రయపత్రం దశగ్రంథి రామయ్యవ్రాలు- అప్పయవ్రాలు - ఫీరోచ్చరుపు పాపరాజు వ్రాలు.

No. XIX.

విపఱ్ఱి పురట్టాసిమీ ఉఱఉఉ ఆమూరిలిరుక్కుం సామ్ పయ్యర్ అవర్కళుక్కు తిరువళ్ళవాయల్ నయినియప్పచెట్టి. కిరుమ ఒత్తిచ్చిటు ఎళుతిక్కొటుత్తపటి ఎన్నుటైయ అవ చరనిమిత్తియమాకత్ తంగళ్కైయిల్ ఎంగళ్ కాణియాట్చియాన పెరుంచ్చేరి కిరుమముళుక్క ఉళవటై ఒత్తియాకవైత్తువా ంగిన చెల్లుంపటి పూవరాకన్ - ఱిరు - ఇంతవరాకన్ పతి నొంతుక్కుం వట్టిక్కుచ్చిలవాక అంతక్ కిరుమత్తిల్ తాం కళ్ వేండుంపయిర్ చెయ్తుక్కొండు మావటై మరవటై తోప్పు తురవు కుప్పత్తం ఇతుకళ్ ముతలానతుం వట్టిక్కు చిలవాక అనుపవిత్తుక్కొళ్ళక్కటవీరాకవుం, ఇంతక్కిరు మం ఒత్తి మీళ్క్కుంపోత వైయాచి కరినిలత్తిలే ముతలు క్కుముతలే వరాకన్కొటుత్తు కిరుమం మీట్టుక్కొళ్ళక్కట వోమాకవుం ఇతుక్కు యాతొరు కలనుమిల్లీ కలనుళ్ళ తాయ్ తోట్రప్పటిల్ నానేమూన్నిన్ఱు కలన్తీర్త్తుక్కొ టుక్కక్కటవేనకవుం ఇంతప్పటిక్కు ఎన్ఱుసియిలెళుతిక్కొ టుత్త కిరుమ ఒత్తిచ్చిట్టు ఇతుక్కుచ్చాట్చి - వేణ్ణూర్ మయి లప్పముతలియార్ - మీంచూర్ ముయముతలియార్ ఇవర్కళ్ చమ్మతి

யில் எழுதினநன்மைக்கு ஊர்கணக்குச் சிதம்பரம்கையெழுத்து - நயினியப்பன்கையெழுத்து.

இப்படிக்கு அறிவேன்-மயிலப்பன்.

இப்படிக்கு அறிவேன்-முயன்.

No. XX.

யுவஷ்ஷத்துக்குச் செல்லும் தாது ஷ்ஷ ஆனிமீ உடை திருவள்ளவாயிலிலிருக்கும் நயினியப்பசெட்டி உள்ளிட்டாருக்கு பெருஞ்சேரியிலிருக்கும் ஆண்டியப்பன் - நயினியப்பன் - குள்ளப்பன் - உள்ளிட்டார் - கிருமகாணியாட்சி தவணைக்கிறையம் எழுதிக்கொடுத்தபடி எங்களுடைய அவசரநிமித்தியமாக எங்கள் காணியாட்சியான பெருஞ்சேரி தங்கள் வசத்தில் ஒத்தியாகவைச்சு வாங்கின செல்லும்படி பழவோர்க்காட்டு புதுவராகன் உஷ இந்த வராக்கன் இருபத்திரண்டுக்கும் அடித்த வையாசிமீ ஈயிடக்குள்ளே செலுத்தி பத்திரம் வாங்கிக்கொள்ளக் கடவோமாகவும் செலுத்தாமல் மேல்நின்முல் ஈசுவரஷ்ஷ ஆடிமீ முதல்தேதி இந்தவராகன் இருபத்திரண்டுக்கும் அந்தக் கிரும நிலம் புலம் மாவடை மரவடை தோப்பு துரவு மனியம் எப்பேர்ப்பட்ட சுதந்திரமும் சுதந்திரியமாக புத்திரபௌத்திர பாரம்பரியமாக சந்திராதித்தருள்ளவரைக்கும் நீங்களே யனுபவித்துக்கொள்ளக்கடவிராகவும். இதுக்கு யாதொருகலனுமில்லைகலனுளதாய் தோற்றப்படில் நாங்களே முன்னின்று கலன்தீர்த்துக்கொடுக்கக்கடவோமாகவும் இப்படி சம்மதிச்ச நயினியப்பசெட்டி உள்ளிட்டாரும் ஆண்டியப்பன் - நயினியப்பன் - குள்ளப்பன் - உள்ளிட்டாரும் எழுதிக்கொடுத்த தவணைக்கிறையபத்திரம். இதற்குச்சாட்சி வாயலூர் நரசிம்மய்யர் - குப்பம் பெரியாமுதலியார் - இவர்களறிய எழுதினநன்மைக்கு காட்டேர் கணக்கு அலங்காரம்கையெழுத்து.

ஆண்டியப்பன்.

நயினியப்பன்.

இது குள்ளப்பன்கைகாட்டி.

No. XXI.

நந்தனவருஷத்துக்குச் செல்லும் விசையவருஷம் சித்திரைமீ உகூட புரசபாக்கம் திருநாவுக்கரசுமுதலியார் குமாரன் பொன்னம்பலமுதலியார் அவர்களுக்கு கொண்ணூர் சங்கமநாய்க்கரும் வேப்பேரி ஊர்கணக்கு இருளப்பிள்ளையும் மேல் உடம்படிக்கை ஓலைகொடுத்தபடி வேபபேரி எல்லைசந்து பட்டணத்து எல்லை தாசில் உப்பளமும் ஓடைக்கால் நீர் நிலமும் குசஆண்டிபயிரிடுகிறநிலமும் மாங்காய் முத்தன்பட்டையும் சூளைப்போட்டபள்ளம் - அ - நீங்கள் காணியாட்சியாய் சந்தானபாரம்பரியமாய் சந்திராதித்தருள்ளவரைக்கும் நீங்கள சறுவமானியமாய்விற்று ஒத்திபிறதி விக்கிறையதாஞதித்தமங்களுக்கு நீங்களே யனுபவித்துக்கொள்ளக் கடவீராகவும். இதுக்கு யாதொருகலனுமில்லை உங்களுக்கு நாங்கள்வஞ்சினைபண்ணுகிறதில்லை வஞ்சினைபண்ணினால் கெங்கைக்கரையிலே காராம்பசுவைக்கொன்ற தோஷத்திலே போகக் கடவோமாகவும், இப்படிக்கு சம்மதித்து உடன்படிக்கை ஓலைகொடுத்தோம். பொன்னப்பமுதலியாரவர்களுக்கு சங்கமநாயக்கர் இருளப்பனை இவை நீ ராமு இவை சங்கமநாயக்கர்கையெழுத்து. இருளப்பன் கையெழுத்து. எழுதினகன்மைகு கருவம்பாக்கம் முததபபிள்ளை கையெழுத்து.

No. XXII.

நந்தனஞ்ல ஆடிமீ யகூட ஸ்ரீமது ஆழூர் சுப்பய்யர் அவர்களுக்கு காவனூர் சிறுநயம் அப்பாவய்யங்கார் குமாரன் வெங்கட்டவறதயயங்கார் கிறுமு உழவடை ஒத்திச்சீட்டு எழுதிக்கொடுத்தபரிசாவது, இத்தனள் என்னுடைய அவசரநிமித்தியமாக தங்கள் கையில்க் கடஞகவாங்கின செல்லும்படி பூவராகன் - ரு - இந்தவராகன் பதினேஞ்சுக்கு எங்கள்

இசமான் கிராமமான சோழபுரத்துமாகாணத்திலே சிறுநயத்திலே நிலம் புல மானிய பிழக்கடை தோப்பு - துரவு எப்பேர்ப்பட்ட சகல சமுதாயமும் இந்தக்கிரமத்திலே நாலத்தொன்று வட்டிக்கிச்சிலவாக நீங்களே பயிர்செய்துக்கொண்டு தீவாணத்தார்கொடுத்த வாரம் வாங்கிக்கொண்டு நீங்களே யனுபவித்துக்கொள்ளக்கடவீராகவும். இந்தக் கிராமத்திலே கிரம ஆதாயம் நாலத்தொன்று நீங்களேயனுபவித்துக்கொண்டு இறைவரிசோறு சும்மாடு ஆள் அமிஞ்சி உத்திரவாதம் பண்ணக்கடவீராகவும். இந்தக்கிரமம் மீட்டுக்கொள்ளும்போது வையாசி கரிநிலத்திலே முதலுக்குமுதலே பதினஞ்சுவராகனும்கொடுத்து கிரமம் மீட்டுக்கொள்ளக்கடவேனுகவும் - இதுக்கு யாதொரு கலனுமில்லை கலனுள்ளதாய் தோற்றப்படில் நானேமுன்னின்று கலன்நீர்த்துக்கொடுத்து இந்தக் கிரமத்திலே நாலத்தொன்றுநானே நடப்பிக்கக்கடவேனுகவும். இந்தப்படி என் முரியில் எழுதிக்கொடுத்த கிரம உழவடை ஒத்திச்சீட்டு. இதுக்குச் சாடசி பொன்னேரி கறுப்புசாமி அய்யர் - வெண்பாக்கம் வீரராகுவய்யர் - இவர்கள் சம்மதியில் எழுதினநன்மைக்கு ஆமூர்கணக்கு சிதம்பரபிள்ளை கையெழுத்து.

வெங்கடவறதன்செய்வராலு.

கறுப்புசாமியெழுத்து.

இது வீரராகுவய்யர்கைநாட்டு.

No. XXIII.

சாலிவாகன சகாப்தம்ஹ - சுளாச - கலியுகாப்தம்ஹ - சதஅ அயங - பிறபவாதிஹ - ங - க்கு - மேல் செல்லாநின்ற சுபகிறுதுஹ புரட்டாசிமீ ங - க - சஸ்டி

திதியும் சனிவாரமும் மூலநட்சேத்திரமு மிப்படிகூடிய சுபதினத்தில் என்னவசரநிமித்தியஞ் செயங்கொண்ட தொ ண்டமண்டலத்தில் காஞ்சிதேசத்தில் சயிதாப்பேட்டையி லிருக்கும் பையனூர் முத்தியாலுசெட்டியார் குமாரன் வெ ங்கடாசலசெட்டியார் உள்ளிட்டாருக்கும் இம்மண்டலத்தில் இத்தேசத்தில் செங்கழுநீர்ப்பட்டுச்சீர்மையில் ஆமூர்கோட் டம் குமிழிநாட்டில் மானம்பதிபற்றில் சிறுதையூரிலிருக் கும் முதலிகளில் சியாலமுதலியார்குமாரன் அனுதாரியப் பமுதலியார் கிறையசாதனம் பண்ணிக்கொடுத்தது - இற்றை நாள் என் காணியாட்சியான சிறுதையூர் முழுமையில் ரா சாக்கள்பங்கு கிருமம்பாதிபோக குறைநின்ற கிருமம்பாதி யில் அனுதாரியப்பமுதலியார் குமாரன் அனுதாரியப்பமு தலியார் பங்குகாலக்கிருமம்போக நீக்கு என்பங்கு காலக் கிருமத்திலே குருவப்பநாயக்கன் குமாரன் வறதப்பநாயக் கருக்குக் கிறையம்பண்ணிக்கொடுத்த பங்கு விசங்கிராமம் போக குறைநின்றபங்கு மூன்றுவிசக்கிருமமும் அதுக்கு ள்ள உள்மனை பிறமனை தோட்டந் துரவு நஞ்சை புஞ்சை நாற்பாங்கெல்லை கோவில் குளம் - ஏரி - அறநீர் - முறைநீர் - மாவடை மரவடை செகசோட்டுதறிக்கடமை காணிமானி யம் காணிமேரை ஊர்மானியம் காணிருப்பத்தம் பறத்தி டர் எப்பேர்க்கொத்ததும் காணிசுவந்திரமும் நிதி நிசேஷ பம் செலபாஷாணம் எப்பேர்ப்பட்ட சகல சுவாமி சுவந் திரமும் மண்ணுளர் மனைக்கொள்வர் முன்பாக கிறையம் நிற்செயித்து அன்றுடகம் செல்லும்படி ருசி பூவராகன் கூஅ - இந்த விராகன் முப்பத்தெட்டுக்கும் சிறுதையூர் என்பங்கு மூன்றுவிசமும் - அதுக்குள்ள எப்பேர்ப்பட்ட சகல சுவாமியங்களும் சுவதந்திரமும் கிறையசாதனமும் பண்ணிக்கொடுத்தேன் - ஒருக்காலாவது - இருக்காலாவது மூக்காலாவது - விலையறவிற்றுப் பொருளறக் கைப்பற்றிக்கொ ண்டேன். இந்தக் கிறையசாதனம் புத்திர பவுத்திர பாரம்ப

நியமாய் சந்திராதித்தருள்ளவரைக்கும் தாங்களேயனுபவித்துக்கொள்ளக்கடவீராகவும் அனுபவிக்குமிடத்தில் யாதொருகலனுமில்லை கலனுளதாய் தோற்றுமிடத்தில் எறுமண்டலமேறி நானேமுன்னின்று கல்லிதீர்த்துக் கொடுக்கக்கடவேனாகவும், இந்தக்கிறமம் தானதிவினிய விக்கிறையத்துக்கு உரித்தாகக் கடவதாகவும் - இந்தப்படிக்கு சம்மதித்து என் ராசியிலெழுதிக்கொடுத்த கிறையசாதனம் - இந்தக்கிறைய சாதனத்துக்கு வாசகப்பிழை வரிமாறுட்டம் நெரிதல் முறிதல் வாட்டென்று சொல்லப்படாதாகவும், இந்தப்படிக்குச் சம்மதிச்சு என்ராசியிலெழுதிக்கொடுத்த கிறையசாதனம் இந்தக் கிறையசாதனம் எழுதினநன்மைக்கு ஊர்க்கணக்கு காண்டவராயபிள்ளை அனுமதியில் உகூனை மூக்கப்பிள்ளை குமாரன் சந்திரசேகரன்கையெழுத்து - அனுதாரியப்பமுதலியார்கையெழுத்து - மானும்பதிநாகப்பனரிவேன் - இப்படிக்கு அறிவேன் ஆலத்தூர் அப்பாகுட்டி - இப்படிக்கு அறிவேன் உலகப்பன் - இப்படிக்கு அறிவேன் ஆறுமுகம் - உய்யால வறதரூசுலவாரி செய்வராலு.

No. XXIV.

பிறமாதீசஷ மாசிமீ ல எடசென்னபட்டணத்திலிருக்கும் சித்தமனூர் தானப்பமுதலியார் அவர்களுக்குத் தண்டையார்ப்பட்டு கிறும கிறுமணிகள் தேசிங்ககிறுமணி - முத்துகுமரப்பகிறுமணி - வாயாறி நயினியப்பகிறுமணி - குழந்தைகிறுமணி - தாண்டவகிறுமணி - நாங்களும் எங்க ளுள்ளிட்டாரும் ஏகஸ்தராயெழுதிக்கொடுத்த மோன விக்கிறையச் சீட்டு என்னவென்றால், எங்களுர்கழிவெளியில் சாத்தங்காட்டு எல்லைக்குத்தெற்கு - எல்லைவாசிப்பட்டடை சசீரநிலத்

துக்கு மேற்கு கிருமநிலத்துக்கு வடக்கு கத்திவாக்கம் பாட்டைக்கு கிழக்கு - இந்தச் சதிரத்தில் - காணி - உல - கத்திவாக்கம்பாட்டைக்கு மேற்குச் சாத்தங்காட்டு எல்லைக்குத் தெற்கு கழிவெளிக்குக் கிழக்கு கிருமநிலத்துக்கு வடக்கு இந்தச் சதிரத்தில் - காணி - உல - ஆக துகை உ-க்கு-காணி சல-க்குகாணி ஒன்றுக்கு கிறையம்வராகன்-கூ - ஆக - நிற் செயித்து செல்லும்படி முசி பூவராகன் - கூல - இந்த வராகன் அறுபதுக்கும் இந்தமனையும் மனைமேற்சார்ந்த மாவடை - மரவடை சலநிதி பாஷாணமுள்பட விலையறவிற்றுப் பொருளறக்கைக்கொண்டோம். இதற்கு யாதொரு கலலுமில்லை. கலனுள்ளதாய் தோற்றுமிடத்தில் நாங்களே முன்னின்று கலன்தீர்த்துத் தரக்கடவோமாகவும். இந்தப்படிக்கு எங்கள் ராசியிலெழுதிக்கொடுத்த மனை விக்கிறையச்சிட்டு இந்தக்காணி நாற்பதுக்கும் எல்லைவாசிப்பட்டடை குளத்துத்தண்ணீர் - சந்திராதித்தருள்ளவைக்கும் பாச்சிக்கொள்ளுகிறது. இந்தச் சிட்டாலுள்ளபடிக்கு கிறையம் நாங்கள் பூரைவாய்ப் பற்றிகொண்டோம். இதற்குச்சர்ட்சி - இடமணி றங்கப்பநாயக்கர் - சின்னத்தம்பிகிருமணி - இவர்களறிய எழுதின நன்மைக்கு ஊர்கணக்கு நாராயணன் எழுதினமனைக்கிறையச்சிட்டு.

இந்தச்சயிகை தெளிசிங்கன் கைநாட்டு.

முத்துகுமரன்கையெழுத்து.

இந்தச்சயிகை வாயாறி நயினியப்பன் கைநாட்டு.

இந்தச்சயிகைகுழந்தைஅனுமதியில் முனியப்பன்கைநாட்டு.

இந்தச்சயிகை தாண்டவன் அனுமதியில் வெங்கடேசன் கை நாட்டு.

கிழண்டை துண்டி தெற்கு வடக்கு அடி தூசுாடுயி-க்கு கிழக்கு மேற்கு அடி - எா - மேலண்டை துண்டி தெற்கு வடக்கு அடி - தூசுாடுயி - க்கு கிழக்கு மேற்கு அடி - எா - சின்னத்தம்பி.

சாத்தங்காடி சாமிசெட்டி அறிவேன்,

சாத்தங்காடி கணக்கு ஆறுமுகம் அறிவேன்.

இந்தச்சயிகை சாத்தங்காடி சோலையப்பசெட்டியறிவேன்.

றங்கப்பன் அறிவேன்.

சின்னதம்பி அறிவேன்.

No. XXV.

சுவஸ்தி ஸ்ரீமன் மஹா மண்டலேசுவர ராசாதிராச ராசபரமேசுவர ராசகுலதிலத - ராசமாற்தாண்ட பாஷைக்குத் தப்புவராய் கண்ட கண்டநாடி கொண்டுகொண்டநாடு கொடாதோன் எம்மண்டலமுந் திறைகொண்டி ஈழமுங்திறைகொண்டி தலைகொண்ட கண்டன துலுக்கதளவிபாடன் துலுக்கமோகங் தவிர்த்தோன் மனுசூர மகாசூர மகா மண்டலாதிபதி அசுவபதி நரபதி கெசபதி கெடிமன்ன சுறத்தானனராய் சுறதானன ராசாதிராசன் ராசகெம்பீரன் ராச நாராயணன் சென்வாசிசூரன் தீனவர்தோழன் சத்துருக்கள் கண்ட நவகோடி நாராயணன் பூலோகபுரந்தரன் அசுவகுண நகுலன் விருதுநரபாலன் கோதண்டராமன் கலியுக கற்னன் தெட்சண சுல்த்தானன் இந்துராயர் சுல்த்தானன் அஷ்டாங்க மதைபயங்கரன் மத்தகாசினி மானபரணன் இரணரங் காவேசியர் புயங்கன் உபையகுலதிலத கடகத்தளவி பாடன

ராயர்க்குத் தக்கண்டன் நரகலோகரபாலன் பூலோகபுரந்தரன் உத்தர தெட்சணபூர்வபச்சிம சத்தசமுத்திராதிபதி கெசவேட்டை கண்டருளிய ஸ்ரீ வீரப்பிரதாபன் சோழமண்டல ஸ்தாபனசாரியன் தொண்டமண்டல ஸ்தாபனசாரியன் பாண்டியமண்டல ஸ்தாபனசாரியன் ஈழமண்டலமுங் கொண்டருளிய ராசாதிராச ராசபரமேஸ்வரன் ஸ்ரீவீரப்பிரதாப ஸ்ரீ வீரவெங்கடபதிராயர் அய்யர் தேவாமகாராயர் பிறிதிவி ராச்சியம் பண்ணியருளாநின்ற சகாப்தஞ்ஞ தூறாயெ-க்கு மேற்செல்லாநின்ற ஏவிளம்பிஞ்ஞ அற்பிசிமீ நுடெசெயங் கொண்ட சோழமண்டலத்துக்குலோத்துங்கச் சோழவளநாட்டு புழல்கோட்டத்து எழும்பூர் நாட்டில் தண்டையார்வீட்டிலிருக்குங் கொட்டடி பெரியாண்மகன் பெரியதிம்மன் சின்னதிம்மன் உள்ளிட்டாரும் அடிமைவிலைப்பிரமாணம் பண்ணிக்கொடுத்தபடி எங்கள் உடன்பிறந்த பெண் வெள்ளைச்சியு மிவள்மகள் பெரியாளையும் மேற்படி மகள்சோலைச்சியையும் ஆக விந்த மூன்றுபேரையும் கொத்தடிமையாகக் கொள்வாருளரோவென்று முற்கூற இம்மொழிகேட்டு இதற்குயெதிர்மொழி கொடுத்தோன் இம்மண்டலத்து இக்கோட்டத்து இந்நாட்டில் வல்லூரிலிருக்கும் வெள்ளாழரில் வாண்டராய் உலகநாதமுதலியார் மகனன ஒற்றியப்பமுதலியார் விலைகூறிதரில் நானே கொள்வேனென்று பிற்கூற மூற்கூறிய பெரியதிம்மன் சின்னதிம்மன் உள்ளிட்டாரும் பிற்கூறிய ஒற்றியப்பரும் எம்மிலிசைந்து தம்மில் பொருந்தி திருமயிலைப்பூர் மண்ணுளர்மனைக்குளவர் முன்பாக இந்தப்பறச்சி வெள்ளைச்சியும் அவள்மகள் பெரியாளையும் மேற்படிமகள் சோலைச்சியையும் இந்த மூன்றுபேரையுங் கொத்தடிமையாக விலையாக நிச்சயித்த கெட்டிவராகன்-உ-இந்தவராக னிரண்டுக்கும் இந்த வெள்ளைச்சியும் இவள்மகள் பெரியாளையும் இவள்மகள் சோலைச்சியும் இந்த மூன்றுபேரையும் இந்தவராகன் இரண்டுக்கும் விற்று விலைப்பிரமாணம் பண்ணிக்

கொடுத்தோம். இருகாலாவது மூக்காலாவது இதுவே விலைப்பிரமாணமதாகவும் விற்று விலைப்பிரமாணமதாகவுமிதுவல்லது வேறு விலை பொருள் மாவருதிபொருள் சில ஓலைக்காட்டென்று சொல்லப்பெறுவதல்லதாகவும் இந்த வெள்ளாச்சிக்கும் இவள்மகள் பெரியாளுக்கும் இவள்மகள் சோலைச்சிக்கும் யாதொருகலனுமில்லை கலனுளதாய்த் தோற்றப்படில் நாங்களே முன்னின்று கலன்தீர்த்துக் கொடுக்கக்கடவோமாகவும். இப்படிக்குச் சம்மதித்து இந்தவெள்ளாச்சியுமிவள்மகள் பெரியாளையு மிவள்மகள் சோலைச்சியு மிந்த மூன்றுபேரையும் ஒற்றியப்பமுதலியாருக்கு விற்று விலைப்பிரமாணம் பண்ணிக்கொடுத்தோம். பெரியத்திம்மன் சின்னத்திம்மன் உள்ளிட்டாரும் இவை பெரியத்திம்மன் சின்னத்திம்மன் உள்ளிட்டார் கைநாட்டு.

No. XXVI.

சுவஸ்தி ஸ்ரீமன் மகா மண்டலேசுவர ராசாதிராச ராச பரமேசுவர மேதினி மிசுவரன் பாஷைக்குத் தப்புவராய்க கண்டன் மூவராங் கண்டன்கண்டநாடு கொண்டுகொண்ட நாடு கொடாதோன் ராசாதிராச ராசபரமேசுவரன் ராச மாற்தாண்டன் பிறுதிவிதுலுக்கர் தளவிபாட னிந்திரசூரத் தானன் கெடிமன்னிய வேட்டைகண்டருளிய மனுசூர மகா சூர செகணப்பிரகண்ட ஏகாங்கி விரவிஜேத செனவதுத சஸ்து துலுக்க தசஸ்துருண்டி கண்டன மத்தகாசினி மாவு பரை ணரங்கார்ய வேசியர் புசங்கன் அனுகூலத்தில் சகல காரியப்பிரவீரன் உத்தண்ட விருதுணரபாலப்புயகரன் எம் மண்டலமுங்கொண்டு ஈழமுந்திறை கண்டராய் சூரத்தான கன்னிகராய் கடலிகராமகராகொண்ட கவிசெயங்கொண்ட மண்டலத்தாபனாசாரிய பாண்டிமண்டல பதிஷ்ட்டப்பணசாரியன் பாண்டிமண்டல பதிஷ்ட்டப்பணசாரிய பாண்டியன்

விருதுகொண்டு கொங்குநோக்கி அரண்வாரி யந்தேசந்தொ
றைகொண்ட அசுவநாராயணன் நாகலோகநரபாலன் பூலோ
கபுரந்தரன் விரலட்சுமி விசயலட்சுமிபோக லட்சுமி யோக
லட்சுமி புசதாண்டப்பிறதாபராய் வெங்கடபதிராயர் பிறிவி
ராச்சியம்பண்ணியருளாநின்ற சகாப்தஞ்சி சதகூராகுசை-
க்குமேற் செல்லாநின்ற விசயசம்வச்சரத்து கன்னி நாயிற்று
சுக்கிலபட்சத்து திரிதிகையும் சுவாதி நட்சத்திரமும்பெற்ற
இற்றைநாள் செயங்கொண்ட தொண்ட மண்டலத்தில்
குலோத்துங்க சோழவளநாட்டில் புலியூர் கோட்டத்தில்
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ளிமகள் சோலைச்சியையு மிவருடமகன் பெரியஆபு மிவன்
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கொள்வாருளரோவென்று மூற்கூற இம்மொழிகேட்டு இத
ற்கெதிர்மொழிகொடுத்தோன் இம்மண்டலத்து ஈய்க்காடு
கோட்டத்து ஈக்காட்டிலிருக்கும் ஆலிகுவ்றம் கிழார் சிறு
த்தம்பியார் கணபதியப்பர் கொள்வேனென்றுபிற்கூற முற்
கூறிய உலகநாதருமை எம்மிலிசைந்து தம்மில்பொருந்தி
விருகம்பாக்கம் மண்ணுளர் மனைக்குளவர் முன்பாக விலை
யற்ற அண்ணுடகம் யாசிபடாத வெங்கட்டராயர்வராகன்-
அ - இந்தவராகன் எட்டாைக்கும் குள்ளி மகள் சோலைச்
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ள்ளைத்தாளியையும் பெரியானையும் சின்னப்பெரியானையும்
வெள்ளைத்தாளனையும் ஆக ஏழுபேருக்கு மிதுவே விலையாக
தாகவு மிதுவல்லது வேறுபொருள் மாவருதிபொருள் சில
சில ஒலைக்காட்டென்று சொல்லப்படாதாகவும் இந்தப் ப
றையடிமைக்கு யாதொருகலனுமில்லை- கலனுள்ளதாய்தோ

ற்றுமாகில் நானேமுன்னின்று கலன்திர்த்துக் கொடுக்கக்கட வேனுகவும் இந்தப்பறையடிமை விற்றேறறி பிறிதிக்கிறை யம் தாயாதி தானதற்மங்கள் எப்போர்ப்பட்ட அடிமைத் தொழிலுக்கு மூரித்தாக்கக்கடவதாகவும் இந்தச் சாதனத் துக்கு ஓலைக்குற்றம் எழுத்துப்பிழை வாசகப்பழுது வரிமா ருட்டம் வெட்டுசிதக்கு நெரிவு முறிவு புழுக்கடி உளிதாக்கு கிற்றுக்கிழிகாட்டென்று சொல்லப்படாதாகவும் இப்படிக்கு சம்மதித்து அடிமைவிலைப்பிரமாணம் பண்ணிக்கொடுத்தே ன். கணபதியப்பனுக்கு உலகநாதருள்ளிட்டாரும் இவை உலகநாதர் உள்ளிட்டாருக்கு எழுத்துப்படிக்கு இந்தச்சாத னம் எழுதினநன்மைக்கு விருகம்பாக்கம் யுத்தியார் தேவவ் வல்லனெழுத்து.

விசயஞ்சி புரட்டாசிமீ மிஎஉ ஈக்காடி சிறுசம்பியார் கணபதியப்பாருக்கு உலகநாதர் உள்ளிட்டாரும் திரவியசெ லவுக்கு கையேடுகொடித்தபடி என்னுட அடிமைப்பறை யான குள்ளிமகள் சோலைச்சியையும் பெரியாண்டி சின்ன ண்டி வெள்ளைத்தானன் வெள்ளைத்தாவியும் பெரியான் சின் னபெரியானையும் இவர்களேழுபேரும் விலையாக விற்றவரா கன் - அஉ - இந்தவராகன் எட்டரையும் விருகம்பாக்கம் தட்டாரதானன் பார்வையாக பற்றிக்கொண்டேன். எழுதின னல்மைக்கு யுத்தியார் தேவராயன் எழுத்து. இப்படி அறி வேன் உதையகாலம் - இப்படி அறிவேன். சலையன் மாமஞ்சி சிவபூத கணபதி எழுத்து.

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