

Judicial (1895) Department.

ORDINARY MS.

G.O., No. 652.

Dated 28th Mar 1895.

INDEXED.

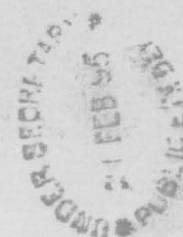
[Despatch Abstract.]

MADGOL ESTATE.

Authorizing the Board of Revenue to consult the Advocate-General on the question raised as to the justifiability or otherwise of crediting the collections of old arrears in the-- to the general revenues of Jeypore in liquidation of debts due to the latter estate, and calling for a further report thereafter.

T_d

The Chief Secretary
to Government,
Judicial Dept.



Proceedings, dated 18th February 1895,
848 No. Mis. Enclosures.
Routine.

Subject.

Submitting with remembrance
to Govt. letter from the
Agent to the Governor
in Vizagapatam explain-
ing why old arrears Col-
lected in the Madgole
Estate should be credited
to the General funds of
the Jeypore Estate.

10.27u: 9.4.94 mi
 1362: 5.6.94
 429R: 21.4.94
 512A: 18.3.90. 4c
 494: 15.3.90. 5c
 239: 4.3.90. 6c
 46/90 2c

Ref. only.

The Board of Revenue
is requested to furnish Govt.
with [the originals or copies
of the mortgage deeds of 1889
and 1890. It is presumed that
the terms of the compromise of
1890 are to be found only in
G.O.

no. 123/J.

Vizagapatam

Governor's Agents' Office,

Dated 18th December 1894.

From,

F. D. A. O. Wolfe Murray, Esq.,

Acting Agent to the Governor,

Vizagapatam District.

To,

L. M. Wynch, Esquire,

Secretary to the Commissioners

of Land Revenue,

Madras.

Sir,

Referring to Board's proceedings
no. 5968 dated 29th October 1894,
I have the honor to submit that
what I have stated is a fact. I
beg to invite the Board's atten-
tion to Government Order no. 512
A. Judicial dated 18th March
1890 which shows clearly what
sums made up the amount
of the new bond. The rents due
to Jypore by the ryots direct

under

under cover of J. O. no.
9-11-94 and
12711 J. O. no.

under the old mortgage deed of 1869 were not taken into consideration in effecting the compromise. Such a course would not have made the compromise easy. The arrears due amounted to considerably over a lac of Rupees of which I lately found that over half a lac was irrecoverable. The balance has been mostly collected. The Senior Rani has nothing to do with this collection. The amounts are due under Kadapas or other agreements executed by the ryots in favor of Jeypore and neither the Senior Rani nor the defaulters who are clearly aware of this position have ever disputed or are likely to dispute the same. The new mortgage deed is entirely silent on the point as the terms of compromise were kept clear of this point always for fear that

The

the compromise might be defeated thereby. I write this letter from Parvatipur in consultation with the Dewan of Jeypore who arranged the compromise.

I have &c.,

(Signed) F. D. A. O. Wolfe Murray.
Ag. Agent to the Government.

True Copy

L. M. W. J. C.
Secretary.



CURRENT No 863

Proceedings of the Board of Revenue

(Land Revenue).

Dated 18 February — 1895.

No. 848. Mis.

Full Board

Letter from F. D. A. O. Wolfe Murray Esq.

Ag. Agent to the Governor, Vizagapatam, dated 18th December 1894

no: 123/g.

Resolution.

The Agent's letter read aloud will be submitted to Government with reference to para 2 of G. O. no: 2711 d/9.11.94.

2. The Katapas and other agreements referred to by the Agent may entitle the Jeypore Estate to recover from the ryots residing in the half of the Madgole Estate which was restored to the Rane as well as

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from the ryots of the portion ~
mortgaged to Jypore, the sums
thereby secured which became due
to the Jypore Estate prior to the
execution of the new mortgage,
but it appears to the Board that
the Agent has failed to justify the
practice of crediting the amounts
so recovered to the general ~
revenues of Jypore.

3. From para 12 of the Com-
mittee's report printed in G.O.
No: 46, judicial, dated 16th Jan: 1890
it appears that rents to the amount
of Rs. 2,42,446 (exclusive of interest)
were collected under the old
mortgage and set off against
the sum due to Jypore. It is un-
likely that these collections includ-
ed rents not actually received
but merely secured by Kadapas
or other agreements taken from the
ryots; as no other hypothesis however
can the Board find any plausible

justification for appropriating
the collections of old arrears of fasli
prior to fasli 1300, otherwise ^{than} ~~than~~
to the debt account, and if ~
Government concurs with the
Board in this view orders will
be issued to the Agent to make
the necessary adjustments now.

(True Extract.)

L. M. V. N. S. S.
Secretary.

To the Chief Secretary to Govt. Ind. Dept.
with 3 letters (to be returned)
+ Copy of the Agent's letter

" The Agent to the Governor
in Vizagapatam.

Judicial DEPARTMENT.

C. No. 863/95

From the Board of Rev. Land Revenue.

FOR ORDERS.

Ref^d Aply.

The Board is requested to furnish Govt. with copies of the mortgage deeds of 1869 & 1890, in order to enable Govt. to see whether the latter fall within the purview of the former. It is presumed that the compromise of 1890 does not form the

G.O. 416-1-90

1020

From my recollection of the transaction I sh^d. say the Agent was right & the Bd. wrong. But it will be best to take legal advice as suggested. I must say however, that it is a case for the intervention of the Adm^r. Govt. I thought the Govt. Pleader dealt with these Wofarail cases

RS
2573/95

* - vide the Agent's letter in G.O. 16-1-90 No. 46 Pndl + para. 7 thereof especially.

The paper relates to the adjustment of old arrears collected in the Madgole estate in the Vizagapatam Agency.

Krishna Bhupati Rao the late Rajah of Madgole ^{who} was in a state of chronic debt all his life & mortgaged his estate in 1869 to the late Maharaja of Mysore for Rs 2,00,000, and at various subsequent dates very largely increased the original debt by receiving ^{three} further sums of Rs 50,000 each. He died in Dec^r. 1875, & since that date still other sums of money were lent by Mysore to his widows, often without any documentary evidence. In 1882 a committee appointed by the Agent to ascertain the liabilities of Madgole to Mysore found the debts to be as follows: -

Unsecured debts. Rs 3,28,561.
Balance of mortgage debt etc. 1,78,668
Total Rs. 5,07,229.

of these, the secured debts continued to be in rapid

under

rapid process of extinction, for the mortgage held by Teypore was with possession & all revenue - beyond a certain point was applied to repayment of these debts. As regards the unsecured debts, the late Mahārāja of Teypore filed, in March 1886, a suit against Margole for Rs. 4,69,023, which after several adjournments covering a period of more than three years was eventually compromised by the Madgole Rani acknowledging a sum of Rs. 3,50,000 to be due by her. This sum was arranged to be repaid by the mortgage of one half of the Madgole estate to Teypore, the remainder being handed over to the Rani. The terms of the mortgage deed are briefly as follows:-

- (1) That the amount acknowledged should bear interest at 4 1/2 percent per annum from 1st April 1890;
- (2) That the demand of the mortgaged property should be taken at Rs. 43,719-3-1;
- (3) That the Govt. dues payable in respect of the property should be discharged from its revenue;
- (4) That the mortgagee might reimburse himself to an extent not exceeding Rs. 2,500 in any one year on account of the expenses of management;
- (5) That, after deducting from the revenue stipulated for in n^o (2) the items referred to in n^o (4), the remainder should in the first instance be applied for the liquidation of the interest annually accruing & afterwards for the reduction of the principal: vide para. 3 of the Agent's letter of 20 Feb. 94, n^o 403 J.

FOR ORDERS

* This includes about Rs. 24,000 due under the old mortgage & Rs. 34,000 advances subsequent to the institution of suit, leaving a balance of Rs. 2,92,000 for compromise of suit. vide G.O. of 18 March 1890, n^o 572 A, Judd.

vide paper slip marked A.

* Letter giving cover to the admin^r Report of the Madgole estate up to end of Fasli 1301.

para. 24
vide his letter of 5 Sept 94
n^o 2569/J.

while left

vide slip marked C.

vide slip marked B.

The portion ^{of Madgole} thus newly mortgaged for the liquidation of the debt of Rs. 3,53,500 (Rs. 3500 being the stamp duty paid by Teypore & included in the debt) came under the administration of Govt. from the 1st July 1890 or fasli 1300, and the first admin^r report for the three faslis ending Fasli 1301 was recorded by Govt. in G.O. of 5 June 1894, n^o 1362 Judd, mis. In his explanation to the points noticed by the Board in this report the Agent to the Govt. Mr. Wolfe Murray - stated thus:- "The arrears outstanding for collection on the whole estate under the old mortgage of 1869 are being collected to the extent possible. The collections under this head have no connection with the new mortgage & are therefore kept separate. They will be merged in the revenue of Teypore proper. The new mortgage deed neither gives nor takes away the power of making these collections. As a matter of fact this power has been exercised from the commencement of the new mortgage & the Senior Rani of Madgole never objected to it. I do not at all see how she can object to the collections of dues from the tenants who fell in arrears under the old mortgage. I have consulted the Diwan of Teypore on this point & he agrees with me. Again in para. 5 of his admin^r report of the Madgole estate for fasli 1302, the Agent said - "We are collecting as far as possible the arrears that remained outstanding on the whole estate under

tabid 1.

under the old mortgage in addition to adminis-
tering the portion newly mortgaged to Teypor
in Fasli 1300. The demand therefore appears
under two distinct heads, vizt, (1) the old mort-
gage + (2) the new mortgage. The collections on
account of the old mortgage have nothing to do
with the new mortgage and do not go to repay
the loan of Rs 3,53,500. They are credited to the
Teypor estate proper and will hereafter appear
in the budgets + reports of that estate. It is
obvious that there is no current demand under
the old mortgage. The arrears demands on this
account amounted to Rs 82,283⁺ of this Rs.
4241 were collected during the year and
Rs 50924 were ascertained to be irrecovera-
ble. of the balance Rs 19500 are covered by
bonds + will have to be gradually recovered.
The remainder Rs 7618 which mainly consist
of Kattubasis due by Suamans will be
collected soon."

The Board while submitting this report
(for fasli 1302) to Govt remarked in these words:-

"The Board is unable to follow the Agent's
reasoning in the passages quoted above. Under
the new mortgage deed the debt due by
Madgole to Teypor was ascertained to
be Rs 3,53,500, and was to be liqui-
dated from the "rents and income" of half
the Madgole estate. The mortgagee was duly
empowered to sue for and recover debts and
monies

+ but ^{from} para. 17 of Mr. Willock's letter
in G.O. of 16.1.90 No 26. the arrears demand
in March 1890 was apparently only Rs 23,920.

* The arrears + current demand under
the new mortgage amounted to Rs 70,975 of
which Rs 44,543 were collected leaving a
balance of Rs 26,432 at the end of fasli
1302. of this Rs 15,710 related to arrears
+ Rs 10,722 to current.

* vide P.O.P. under cover of G.O. of
9 Novr 1894, no. 2711, Judd, Mis.

due and it seems clear to the Board that
all such sums must be taken together with
current rents and receipts (after deducting
charges specified in the mortgage deed) to the credit
of the debt account and that the alleged practice
of creating arrears of rents, which fell due prior
to the date of the new mortgage, to the general
revenues of Teypor is unjustifiable. Still more
does this seem to be the case with such old arrears
in the remaining half of the Madgole estate in
which the Teypor has no longer any locus standi
since the old mortgage which covered the whole
Madgole estate has been superseded by the new;
and [the 18th] requested the Agent to report further
on the matter + state how the accounts could be
rectified. The Govt. also in para. 2 of G.O. of
9 Novr last, no. 2711, Judd, Mis. required this
further report to be submitted for its information.
Accordingly the Board now submits, in the
present current, Mr. Wolfe-Murray's letter of
18 Decr. 1894, no. 123, J. together with its opinion
+ asks if the Govt. concurs with it therein as
regards the unjust appropriation of the collections
of old arrears of faslis prior to fasli 1300.
It is submitted that Govt. cannot
possibly settle this matter on the
papers now before it. Neither the
old nor the new mortgage deed is
here; we cannot say that the old
deed is altogether superseded by the

T. slip. E
X. slip. D

11/1/95

DEPARTMENT.

Again G.O., dated 18 , No.
Again G.O., dated 18 , No.
Current No. of 18 , dated from

Current No. 863 of 1895, dated 18 February from the Board of Revenue

Order. 4/28-3-95 No 652

In the absence of the original mortgage deeds, and of all records of the details of the compromise sanctioned in P.O. No. 494 Jut. of 15. 3. 90 the Govt is unable to pass definite order on the Board's reference. The matter is moreover sufficiently complicated to render it desirable to take legal advice on the subject. The Board will accordingly be authorized to consult the Advocate General on the subject; after obtaining his opinion, it should submit a brief further report on the subject.

(from riders) 20
25.3.88 27/3/90

The Board of Revenue (P.O.) DEFEATED
The Col. Solicitor (P.O.) 30 MAR 96

Note for C.

Para 1 & (2) of the prices in P.O.
of 2 May 1889 No. 781 shows that
there is a duty properly falling to
the advocate General.

$$\frac{\delta}{2.5 \times 10^{-3}}$$

old appears in the
Madgole estate.

(For orders)

Itm

X as the Board contends. Nor have
any records of the details of the
compromise of 1890, such as ^{may probably} be
found in the judgment, of the court
intercalated in para 25 (a) of the Govt.
pleader's letter in P.O. 715-3-90 No 499.
If the terms of the compromise are
not stated in the judgment, they must
surely form the subject of a separate
agreement entering into greater detail
than P.O. 672 A 718-3-90. - It is
probable that the old mortgage was
altogether superseded for in para. 17
of Mr Willock's letter in P.O. 716-1-80
No. 46, he mentions that Jeyapore claim
on the old mortgage amounted to
Rs 23924, in March 1890; & the telegram
in P.O. 718 March 1890 No 572 A speaks
of the offer of Rs 3,50,000 covering all
claims of Jeyapore & including "about
Rs 24,000 due on the old mortgage".

It is submitted that instead of calling for
all ^{the} documents from the Board, it would
be wiser to refer ^{it} ~~them~~ ^{direct} to the
Advocate General, where, ^{at once} it is thought,
should be taken advantage of in so
complicated a case as this; In this
case the Board might correspond direct
with the Advocate General, report
^{its final views on} the ~~final settlement~~ of the matter after
the receipt of his opinion. 10/13/55

Union. 6/22/95

Madpole Estate

C. (from orders)

DEPARTMENT.

cer.

When given for copying _____

When copied _____

When examined _____

When signed _____

189

READ AGAIN G.O., No.

189

DATED

CURRENT No.

ENCLOSURE TO C. No.

ORDER OF GOVERNMENT

A A A A A A A

STATE OF GOVERNMENT

STATEMENT WITH DITTO.

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IN ORIGINAL.

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