

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 147

Press
~~Mis.~~

Proc. 303

Dated

30-1-1865.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
30th January 1865.*

No. 304. Read the following letter from V. VIRANNA GAUROO RAI BAHADOOR,
Sub-Engineer, to Colonel C. A. ORR, R. E., Secretary to Government, Department
Public Works, dated Dowlaishweram, 5th November 1864:—

SIR,

I beg that you will be good enough to lay the enclosed letter with your kind recommenda-
tion before His Excellency the Governor.

Transferred to the Revenue Department.

CHEPAUK,
14th November 1864.

(Signed) CHARLES A. ORR, Colonel R. E.,
Secretary to Government, D.P.W.

No. 305.

ORDER THEREON, 30th January 1865, No. 147.

Miscellaneous.

1. The Governor in Council observes that the grant proposed by the Government, and sanctioned by the Secretary of State, was to be one of land "bearing an annual assessment of 500 Rupees, to be given, if possible, out of land at the absolute disposal of Government."
2. The selection was left to Viranna himself, and he chose the village of Mernipaud, at an assessment of 400 Rupees, and (ultimately) land assessed at 100 Rupees in Vettapalem.
3. The former, as of course he well knew, was in the occupation of Ryots, entitled to hold their respective holdings, so long as they paid the assessment, aggregating Rupees 400. This land was not "at the absolute disposal of Government," and Viranna must have known that Government could give him no more than they themselves possessed, viz., the right to receive the annual assessment. He cannot have supposed that Government could legally or justly eject the Ryots summarily, in order to reward him; but whatever he may have supposed, such an act is beyond the power of Government.
4. The Government, moreover, observe that Viranna was put in possession of the village by Mr. Purvis, at his own request, subject to the orders of the Board and Government, and that if, as he states, the arrangements whereby he has induced the Ryots to make over their lands to him are unexceptionable, he can plead this as his defence if the Ryots sue him.
5. The Government are still prepared to grant him land assessed at Rupees 400 and at their "absolute disposal," if he desires it; but if he retains Mernipaud, they can only give him a Title Deed transferring to him their right to receive the fixed assessment of Rupees 400.
6. The land at Vettapalem being at the absolute disposal of Government, and not in the possession of Ryots, will be made over to him in full proprietary right.
7. The Board of Revenue will call on the Collector to explain why this land has not been made over to Viranna.

(True Extract.)

(Signed) A. J. ARBUTHNOT,
Chief Secretary.

To the Board of Revenue.
To Viranna Gauroo Rai Bahadoor:

Exd. S. T. Augustin.

To

V. VIRANNAH GAUROO RAI BAHADUR.

Moocheelaka executed by Reddy Venkataswamy inhabitant of Valagathodoo.

For one Fusly 1271

The extent of Zeroty land belonging to your Jageer Village Mernipaud which I had been cultivating up to last year is,

Coonchums

65	called Booroogapumpoo.
54½	" Mooshene Garoovoo.
44	" Modooogo Chanoo.
50	" Vuddoo bunda.
12½	" Nundamoorivari Garoovoo.
10	" Goolia Dibba.
70	" Peddapati pumpoo.
5	" Pailparadoo.

310½ Coonchums or

3 Candies and 70½ Coonchums, which I hereby agree to cultivate to the full extent, with my own bullocks and ploughing implements, not interfering with the fruit trees on it and to take, as my share, from the Produce 32 Coonchums per Palli Pooty for wet cultivation, and 40 Coonchums per Palli Pooty for dry cultivation giving you 48 Coonchums for the former and 40 Coonchums for the latter, and I also agree to store up for you the Ambaram or the produce in the village. I agree to take my share as above stated after deducting, from the whole of the produce, the expenses for cutting crop and thrashing &c., and to deliver to you the remaining Ambaram or the produce. You are to undergo all the expense of repairing the irrigation channels &c. of this village. If I fail to cultivate the whole of the land required in this Moochelka excepting the 15 Coonchums of land occupied by the sheds for cattle &c., I agree to pay you money for the loss that you may sustain thereby. In case of any embezzlement on my part or on part of my people &c., while reaping and watching the crops, I will undergo the punishment that may be inflicted upon me for such irregularity by the Circar. As I agreed to cultivate the above lands for one Fusly you may engage any one to cultivate these lands at the end of this Fusli or from new moon of Balgoona in the year Doormatee and I shall not raise any objection to the effect that I have manured the land &c. This Moochelka is willingly executed of my own accord.

(Signed) Venkataswamy

Witnesses.

(Signed) Nadocoortee Boocherauzoo.

Do. Goondoomulla Ramanaya.

Hand writing of Nandoory Chinnam Rauzoo village curnum in the presence of the above witnesses.

(True Translation)

To

V. VIRANNAH GAUROO RAI BAHADUR.

Moocheelake executed by Vuliuri Tatia inhabitant of Valagathodoo.

For one Fusly 1271

The extent of Zerooty land belonging to your Jageer Village Mernipaud which I had been cultivating up to last yaer is,

Coonchums	30	Nundamuru Vani Garuru
	15	Pati Paradu
	16	Nundamuru Vani Cheruru

61 Cunchams which I hereby agree to cultivate to the full extent, with my own bullocks and ploughing implements, not interfering with the fruit trees on it and to take, as my share, from the Produce 32 Coonchams per Palli Pootty for wet cultivation, and 40 Coonchams per Palli Pootty for dry cultivation giving you 48 Coonchams for the former and 40 Coonchams for the latter, and I also agree to store up for you the Ambaram or the produce in the village I agree to take my share as above stated after deducting, from the whole of the produce, the expenses for cu fing crop and thrashing &ca, and to deliver to you the remaining Amberum or the produce. You are to undergo all the expense of repairing the irrigation channels &ca. of this village. If I fail to cultivate the whole of the land required in this Moochelka excepting the 3 Coonchams of land occupied by the sheds for cattle &ca, I agree to pay you money for the loss that you may sustain thereby. In case of any embegglement on my part or on part of my people &ca, while reaping and watching the crops, I will undergo the punishment that may be inflicted upon me for such irregularity by the Circar. As I agreed to cultivate the above lands for one Fusly you may engage any one to cultivate these lands at the end of this Fusli or from new moon of Balgroua in the year Doormatee and I shall not raise any objection to the effect that I have manured the land &ca. This Moochelka is willingly executed of my own accord.

(Marked) Tatia

19th April 1861.

Witnesses.

(Signed) Nadacootee Boocherauzoo.

Do Reddy Venkataswamy

Hand writing of Nandoory Chinnaam Rauzoo village cornum in the presence of the above witnesses.

(True Translation)

To

V. VIRANNAH GAUROO RAI BAHADUR.

Moocheelaka executed by Goonnum Ramachendrudu inhabitant of Valagathodoo.

For one Fusly 1271

The extent of Zerotty land belonging to your Jageer Village Mernipaud which I had been cultivating up to last yaer is,

Coonchums 40	Patalavani Cheruvu
20	Mamidi Garuvu
24	Nandamurivai Cheruvu

81 or 1 Pootiy & 4 Cunchums which I hereby agree to cultivate to the full extent, with my own bullocks and ploughing implements, not interfering with the fruit trees on it and to take, as my share, from the Produce 32 Coonchums per Palli Pootty for wet cultivation, and 40 Coonchums per Palli Pootty for dry cultivation giving you 48 Coonchums for the former and 40 Coonchums for the latter, and I also agree to store up for you the Ambaram or the produce in the village. I agree to take my share as above stated after deducting, from the whole of the produce, the expenses for cutting crop and thrashing &ca, and to deliver to you the remaining Ambaram or the produce. You are to undergo all the expense of repairing the irrigation channels &ca. of this village. If I fail to cultivate the whole of the land required in this Moochelka excepting the 3 Coonchums of land occupied by the sheds for cattle &ca, I agree to pay you money for the loss that you may sustain thereby. In case of any embezzlement on my part or on part of my people &ca, while reaping and watching the crops, I will undergo the punishment that may be inflicted upon me for such irregularity by the Mircar. As I agreed to cultivate the above lands for one Fusly you may engage any one to cultivate these lands at the end of this Fusli or from new moon of Balgoona in the year Doormatee and I shall not raise any objection to the effect that I have manured the land &ca. This Moochelka is willingly executed of my own accord.

19th April 1861.

Witnesses.

(Signed) Nadacootee Boocherauzoo.

Do. Reddy Venkataswamy

Hand writing of Nandoory Chinnam Rauzoo village curnum in the presence of the above witnesses.

(True Translation)

To

V. VIRANNAH GAUROO RAI BAMADUR.

Moocheelaka executed by Vuliuri Papiah inhabitant of Valagathodoo.

For one Fusly 1271

The extent of Zeroyty land belonging to your Jageer Village Mernipaud which I had been cultivating up to last yaer is,

60 Cunchums which I hereby agree to cultivate to the full extent, with my own bullocks and ploughing implements, not interfering with the fruit trees on it and to take, as my share, from the Produce 32 Coonchums per Palli Pootty for wet cultivation, and 40 Coonchums per Palli Pootty for dry cultivation giving you 48 Coonchums for the former and 40 Coonchums for the latter, and I also agree to store up for you the Ambarum or the produce in the village. I agree to take my share as above stated after deducting, from the whole of the produce, the expenses for cutting crop and thrashing &ca, and to deliver to you the remaining Ambarum or the produce. You are to undergo all the expense of repairing the irrigation channels &ca. of this village. If I fail to cultivate the whole of the land required in this Moochelka excepting the 3 Coonchums of land occupied by the sheds for cattle &ca, I agree to pay you money for the loss that you may sustain thereby. In case of any embezzlement on my part or on part of my people &ca, while reaping and watching the crops, I will undergo the punishment that may be inflicted upon me for such irregularity by the Circar. As I agreed to cultivate the above lands for one Fusly you may engage any one to cultivate these lands at the end of this Fusli or from new moon of Balgoona in the year Doormatee and I shall not raise any objection to the effect that I have manured the land &ca. This Moochelka is willingly executed of my own accord.

(Marke) Papiah

19th April 1861.

Witnesses.

(Signed) Nadacootee Boocherauzoo.

Do. Reddy Venkataswamy

Hand writing of Nandoory Chinnam Rauroo village curnum in the presence of the above witnesses.

(True Translation)

To

V. VIRANNAH GAUROO RAI BAHADUR.

Moochelake executed by Vempaty Bapanah inhabitant of Valagathodoo.

For one Fusly 1271

The extent of Zerotty land belonging to your Jageer Village Mornipaud which I had been cultivating up to last year is,

$\frac{1}{4}$ Pooty which I hereby agree to cultivate to the full extent, with my own bullocks and ploughing implements, not interfering with the fruit trees on it and to take, as my share, from the Produce 32 Coonchums per Palli Pooty for wet cultivation, and 40 Coonchums per Palli Pooty for dry cultivation giving you 48 Coonchums for the former and 40 Coonchums for the latter, and I also agree to store up for you the Ambaram or the produce in the village. I agree to take my share as above stated after deducting, from the whole of the produce, the expenses for cutting crop and thrashing &ca, and to deliver to you the remaining Ambaram or the produce. You are to undergo all the expense of repairing the irrigation channels &ca. of this village. If I fail to cultivate the whole of the land required in this Moochelka I agree to pay you money for the loss that you may sustain thereby. In case of any embezzlement on my part or on part of my people &ca, while reaping and watching the crops, I will undergo the punishment that may be inflicted upon me for such irregularity by the Circar. As I agreed to cultivate the above lands for one Fusly you may engage any one to cultivate these lands at the end of this Fusli or from new moon of Balgona in the year Doormatee and I shall not raise any objection to the effect that I have manured the land &ca. This Moochelka is willingly executed of my own accord.

(Marke) Bapanah

19th April 1861.

Witnesses.

(Signed) Nadacootee Boocheranzoo.

Do. Reddy Venkataswamy

Hand writing of Nandoory Chinnam Rauzoo village curum in the presence of the above witnesses.

(True Translation)

To

V. VIRANNAH GAUROO RAI BAHADUR.

Moocheelaka executed by Reddy Pariah inhabitant of Valagathodoo.

For one Fusly 1271

The extent of Zeroty land belonging to your Jageer Village Mernipaud which I had been cultivating up to last year is,

Coonchums	20	Eata Gargovoo.
	20	Ravichelka.
	25	Coommativane pumpoo.
	55	Moolapumpoo.

1½ Pooties which I hereby agree to cultivate to the full extent, with my own bullocks and ploughing implements, not interfering with the fruit trees on it and to take, as my share, from the Produce 32 Coonchums per Palli Pooty for wet cultivation, and 40 Coonchums per Palli Pooty for dry cultivation giving you 48 Coonchums for the former and 40 Coonchums for the latter, and I also agree to store up for you the Ambaram or the produce in the village. I agree to take my share as above stated after deducting, from the whole of the produce, the expenses for cutting crop and thrashing &c., and to deliver to you the remaining Ambaram or the produce. You are to undergo all the expense of repairing the irrigation channels &c. of this village. If I fail to cultivate the whole of the land required in this Moochelka excepting the 4 Coonchums of land occupied by the sheds for cattle &c., I agree to pay you money for the loss that you may sustain thereby. In case of any embezzlement on my part or on part of my people &c., while reaping and watching the crops, I will undergo the punishment that may be inflicted upon me for such irregularity by the Circar. As I agreed to cultivate the above lands for one Fusly you may engage any one to cultivate these lands at the end of this Fusly or from new moon of Balgoona in the year Doormatee and I shall not raise any objection to the effect that I have manured the land &c. This Moochelka is willingly executed of my own accord.

19th April 1861.

(Marked) Reddy Pariah

Witnesses.

(Signed) Nadocoortee Boocherauzoo.

Do. Reddy Venkataswamy

Hand writing of Nandoory Chinnam Rauzoo village curum in the presence of the above witnesses.

(True Translation)

No 7700.

COLLECTORS
SEAL

ENDORSEMENT.

The Government having granted the lands of Mernipaud village to V. Virannah Rai Bahadur Gauroo, they were made over to him in accordance with the Hookum issued by the late Collector. It appears that in Fusly 1271 when Virannah Gauroo arranged with the petitioners (the Ryots of the said lands) regarding the assessment, the petitioners agreed to cultivate the lands for that Fusly on sharing system and to relinquish them from the next Fusly so that Virannah Gauroo might cultivate them as he wished and entered into written agreements with him to that effect and that accordingly Virannah Gauroo is cultivating the lands from 2 years and that therefore the petitioners have no claim for the lands- consequently the petitioners should know by this that orders cannot be issued to make over the lands to the petitioners as they requested.

Acting Sub Collector's Office
Cocanada

20th May 1864

(Signed) B. Bangariah

Acting Sheristadar.

(True Translation)

(Signed) T. A. N. CHASE

Acting Sub Collector

Dowlaishwarum
2nd November 1863

No. 61

From

V. VIRANNA Gauroo Rai Bahadur
Sub Engineer

To

H. MORRIS Esquire
Collector Godavery

Sir,

In reply to your letter No. 527 dated 19th Ultimo enclosing Proceedings of the Madras Government Revenue Department for my information, I have the honor to inform you that I shall be very glad to elect and receive the land in the Vattapollem Village as recommended by you to the Board of Revenue and to request that, you will be pleased to issue the necessary instructions for pointing out the same to me and which you wish to give me at the new settlement rates in completion of my Jagghere.

2. I further beg to request the favour of your obtaining and giving me Title Deed mentioned in Government Order No. 1854, dated 19th October (herewith returned) and also granting me the sum of Rupees 800, being the balance of shist due to me as follows.

For the year 1860 - 61	500
" 1861 - 62	100
" 1862 - 63	100
" 1863 - 64	100
Total Rupees.	800

I have &c.

(Signed) V. Viranna RAI BAHADUR
SUB ENGINEER GODAVERY DISTRICT

DOWLAISHWARUM
5th NOVEMBER 1863,

(True Copy)

To

HIS EXCELLENCY SIR W. DENISON K. C. B.
Governor in Council Fort Saint George
Madras

MAY IT PLEASE YOUR EXCELLENCY.

It is with every mark of deference and respect that I beg to lay before your Excellency, details of a case of the grant of land to me on recommendation of Major General Sir A. T. COTTON Kt. R. E. for meritorious services rendered by me during the construction of the Anicut on the Godavery and its subsidiary works, in hopes that it will meet with your Excellency's kind and deliberate consideration and that justice will be rendered me. The case is as follows.

2. Major General Sir A. T. COTTON recommended in his letter to the Government of Madras copied below that a grant of land should be awarded me in absolute right and remain permanently as the property of my heirs direct or adopted.

X

X

"5. I would beg to suggest that if possible the following reward should be conferred upon him.
"I. That a personal title of rank should be granted to him and that a grant of land free of all demands and in absolute right should be granted to him to remain permanently as the property of his heirs direct or adopted."

The order of Government on the said recommendation is also copied below Para 2 of the Secretary of State's order on the subject is also here-under quoted.
"No. 2718 dated 22nd November 1859 Ordered that the foregoing papers be brought to the favourable notice of the Right Honorable the Secretary of State."

* 8th February 1860 No. 16.

"I readily accept testimony unanimously borne to the distinguished merit of Sub Engineer V. Veerannah and am very willing that in recognition of his valuable services, a grant of land of the annual value of Rs 500, should as you recommend, be assigned to him in perpetuity."
This order was conveyed to the Collector by an order of the Madras Government dated 19th March 1860 No. 536.

3. Mr. Purvis the late Collector in his letter to me dated 5th April 1860 No. 326, requested me to let him know in what part of the Delta I would wish to have the land and that he would then be able to meet my wishes.

4 I wrote back to him on the 3rd July 1860, to say that I might be favored with the village of Mernipaud, and any remaining portion of land to complete the reward might be favored in Kasaveram.

5 In a letter from Mr. Purvis dated 19th April 1861 No. 129 he stated that a statement was received from the Deputy Director of Revenue Settlement showing the exact area in acres of Merinipad 124-72 bearing an assessment according to new settlement rates of Rs. 400 and that shist paid by the Ryots in Fusli 1269 was Rs. 279 on joint-rent.

6. The shist was increased at the time of Transfer. To this arrangement I agreed though the assessment, at which Marnipaud was handed over to me was higher than what it formerly yielded. The Ryots of Kasavaram not agreeing to give up any portion of their holdings, and the value of this land being only Rs. 400 I subsequently agreed to take a piece of Government waste at a valuation of Rs. 100 per annum in the Village of Vatlalalem. Regarding this piece of land no dispute whatever has arisen, but great delay in making over the land to me has taken place, as I have not received it yet.

DP 29 57/64

7. I apportioned the assessment 400 Rupees among the previous holders who considered it to be heavy and asked my permission for their entering into agricultural operations on former sharing system, I complied with their proposal.

8. They thereupon entered into written agreements with me to that effect, and also to relinquish their lands in the following year. The reason of their entering into such arrangements is partly attributable to their being non-residents of Marnipaud Village and partly to their having occupied several fields in the Village of Valagathodoo in which they reside. From April 1862 I have myself cultivated the Village of Marnipaud and manured all lands forming its culturable area and thereby enriched it's quality besides excavating branch channels and raising embankments &c at a great cost for their becoming more fertile than they were ever before. Mernipaud Ryots presented an Urzee to the Board of Revenue on the 22nd February 1864 i.e. 3 years after Mernipaud was made over to me stating that they were unjustly ousted from the possession of their holdings. The above petition was referred to the then Sub Collector in charge of the District (Mr. Chase) who thoroughly investigated the matter and decided as will be seen from the translated Copy of his endorsement on the Ryots petition annexed. Mr. Purvis' letter to the Board dated 11th June 1861 No. 60 clearly states that the Village was under Joint-rent of 279 Rs up to Fusli 1269 and 1270. In Fusli 1271 it was given to me with an assessment of Rs. 400 according to new settlement rates which is greatly in excess of their former Joint-rent.

9. From 19th April 1861 the date of the Ryots' Mochilkas to 22nd February 1864 the date of their petition to the Board they kept silence although they were aware of the Kasaveram land not being given to me because the Ryots of that Village did not consent to give up their holdings: after seeing the improvements I had at a great expenditure made in the lands from a desire to repossess them they represented contrary to their own Mochilkas that they had been unjustly put out of their holdings. I beg to add that in as much as the Village was held under Joint-rent the Villagers have no individual right to their holdings whereas the Secretary of State sanctions a grant of land of Rs. 500. value in perpetuity to me.

10. The Government now in their Proceedings dated 12th September 1864 No. 1663 state that they never intended to transfer to me more than the fixed money assessment payable to them by the Ryots for lands in their occupation, and that the Ryots will have grounds of action against me if I omit to restore the lands or pay compensation to them. The Secretary of State does not mention in his letter to the Madras Government that I should have only fixed money assessment from the Ryots. Under the foregoing circumstances I humbly pray that your Lordship will be pleased to peruse and weigh the orders of Government dated 12th September 1864 and issue a Title deed in absolute right and free of all demands against Mernipaud because it was so made over to me by the Collector Mr. Purvis under the order of Government above alluded to, and I have already spent much money towards the improvement of the Village as already explained and also as the Village was assigned for Rs 400. which is by far a larger assessment than it ever bore in the previous years.

11. I have purchased one Coconut Tope from one of the Inamdars by payment of the value of Trees and by assigning to him also such extent out of the land given me as occupied by his Tope. This Case was then and there reported to Acting Collector Mr. Morris and no objection was then started.

12. The officiating Collector in his letter of 7th October 1864 No 359 mentions that the Board in their order No. 2380 dated 20th April 1864 refused my claim for arrears as unreasonable and inadmissible.

13. Under what circumstances the Board was led not to sanction the payment of arrears claimed is unknown by me I therefore humbly presume that I am rigorously treated by the Board's order because 4 years have elapsed since the order of the Secretary of State granting me the land was issued and even to this day that piece of land which is granted in Vatlalalem has not yet been made over to me notwithstanding my repeated requests on the subject.

14. I therefore humbly crave that your Lordship will be pleased to take into your valuable and gracious consideration this my humble petition and render me justice.

15. Copy of my last application to the Collector requesting payment for the arrears is also submitted for perusal.

16. I presume to state that Mr. Fraser is of wrong opinion in supposing that the Ryots who claim for Mernipaud lands were forced to give up the lands and to give Mochilkas to me because it can be plainly seen that these Ryots would not be silent for three years after they gave up their lands unless they were fully willing to do so, when they knew that Mr. Purvis did not take at all any measures to induce the Ryots of Kasaveram to give up their lands when they once refused to do so and I humbly hope that Government have sufficient grounds to consider that Mr. Purvis never had done any thing illegally and against the will of the Ryots who claim now for the land as he had before finally deciding this case, brought the full particulars thereof to the notice of the Revenue Board and through them obtained the Government consent to his proceedings.

17. Had the Government of Madras in 1859 or the Right Honorable the Secretary of State intended to confer on me only a fixed yearly sum, it would have been easier and more likely that they would have given me a money grant. By transferring to me land at a fixed valuation with tenants upon it whose Rents I cannot increase, and whose holdings I cannot interfere with, no object is gained, but the giving of a Merasi right to the Ryots themselves and not to me, such could not I am sure have been the intention of Government, or of your Excellency.

18. I further beg to add that when your Excellency visited this District en tour, in 1861 you were pleased to take to Madras the Armlet favoured me by the Government, and to have the inscription entered below engraved on it, which also plainly shows that an Estate in the Delta was bestowed upon me in perpetuity, and not the money assessment payable by the Ryots as was ordered in G. O. dated 12th September 1864 No. 1673.

"The title of Rai Bahadur was bestowed upon Vina Veerangah Gauroo for eminent services rendered to the State, as the Head of the Native Department during the Execution of the Godavery Irrigation Works. The title was accompanied by a gift of four shawls publicly presented to him by the Governor of Madras in the Banqueting Hall and an Estate in the Delta in perpetuity."

19. Therefore I most humbly beg that your Excellency will be good enough to issue the necessary orders to grant me, as repeatedly ordered by Government a title deed in accordance with the original order of Government and of the Right Honorable the Secretary of State.

I beg to remain, with due submission and respect,
your Excellency's most obedient and humble servant.

DOWLAISHWARUM
5th NOVEMBER 1864,

V. V. V. RAI BAHADUR
SUB ENGINEER GODAVERY DISTRICT

Memorandum

2987

1. This address from Viranna Rai Bahadur is in fact a request for the reconsideration of an order passed by Government on the 12th September last 1870 which he affirms, not duly finished the rights intended to be conferred upon him in connection with the grant for good service of an estate in the Godavery Delta.

2. Viranna was the right hand man of all the officers who had charge of the Godavery and during its construction and so highly did Colonel Cotton estimate his talents, energy, tact and that in 1859 he recommended that Government should

40.22.50/59 32718
1700

shew

From 2987/64

V. Viranna Gaudoo

To His Excellency

Sir, W. Denison K. C. B.

Governor in Council

Fort Saint George

Mdraz.

Dated 5th November
Received } 1874.

Enclosures

Requests to favour him with the land selected in V. Viranna to complete his jagher and the necessary Title Deed for it and Manjural 1 n 9, and also the arrears of shist due to him for the past Fudies.

CO. 117
1874-1875

ly extended to the "perati
ortion. There were two questions
to be decided in regard to it (1)
to which of the three valuations
shown below, the land was

to be con
ferred
and (2)
whether
if land,
the dry
was
ment of
which, was
500 Rs.,
was made

1	2	Rs.	As.	P.
average revenue per a- cre of water tax) from 1259 to 1268 - or 10 years	208-3-11			
2				
Joint rent of 1269—	276-0-0			
Add water tax—	246-8-5			
	519-8-5			
3				
as per proposed settle- ment—				
Cultivated 122-59—	139-14-8			
Waste 2-13—	10-10-5			
124-72—	450-9-1			
Add water rate on 98 odd acres—	296-1-1			
	746-10-2			

over, the grantee would
be entitled to water free
of tax. The Government
selected the third of the
valuations viz the esti-
mate made with re-
ference to the new
settlement and survey.
They

They further decided
that Virama's claim
to have water supplied
gratis in addition
to land charged with
Rupees 500 dry assess-
ment could not be
admitted. At the same
time they offered, in con-
sideration of the good
service which he had
rendered to confer on
"him and his heirs
in Strickhold town
the village of Muni-
pad (Inams excepted)
"water being supplied
"gratis" i.e. they
were willing to give him
what would bring
in

4018 Aug 1618 1622 R.D.

at nearly Rs 750 per annum,
tho the season was (dry)
was rather less than 500
Rs originally promised.
If however he preferred
land assessed at or a bare
500 Rs, according to the new
settlement rates, he might
have it, paying extra for
irrigation.

6 From subsequent
correspondence it appears
that he chose the latter al-
ternative. i.e. he elected
"to have the village of Merv-
nipad at a valuation
based on the new settlement
rates, of Rs 400 on condi-
tion of paying a separate
"water tax for the irrigation
"from the amicut." The
village was placed in
his possession accordingly
by the collector from
the commencement of
Fuly 1271.

This

4

Boards Pro: 20th April 1863. No 2273
" " 19th June 1863. No 3628
" " 17th July 1863. No 4377

15 15
7. This was incidentally
mentioned in reporting to the
Board upon the arrangements
connected with the other piece
of land which Viranna
wanted to make up the grant
of Rs 500. From the way the
Collector spoke of ousting the
Ryots of Hasaveram if they
could not come to terms with
the Sub-Engineer about this
land the Board were led
to fear that the rights of the
existing occupants of the
lands in Mervnipad had
not been scrupulously re-
spected and they asked the
question more than once
but were assured that none
of the Ryots had made any
objection and that there had
been no dispute at all about
the matter. The Board
therefore let the subject drop
though not without putting
on record their view of the
case. viz that "the grant
to

to Viranna conferred on him only the Government right over certain lands which right certainly does not include the power of ousting from possession Ryots who are paying what is legally due from them and that "no forced relinquishment could be allowed."

8. As the Sasaveram Ryots would not come to terms the Collector at last recommended that a piece of cultivable waste in Tellapalem of which the annual shist was Rs. 100 should be allotted to Viranna. No one had any claim to this land. The Government accordingly called upon the Sub-Engineer to elect between the land at Sasaveram and that at Tellapalem. If he "accepts the former, his rights will be limited to the regulated assessment payable to

* 9th October 1863 No 1834

16
to Government by the Ryots "whose rights of occupancy, subject to that payment cannot be disturbed. If he accepts the latter he will be absolute proprietor of it as it is said to be Govt waste."

9. Viranna, the Collector brought to notice, was willing now to revert to the original proposal of Government and take Mernipad alone with water gratis. The water tax there had however much increased the revenue being now Rs. 981 instead of Rs. 746 as it was when the offer was first made. This increase arose probably from extended irrigation. The Government did not notice this point in disposing of the reference.

10. Viranna elected to take the Government waste land of 100 Rs. annual value in

in Vettapalem. This was
not surprising con-
sidering that it had been
temporarily let out for
1273 Fusli for Rs. 525 ex-
clusive of water tax. Not-
withstanding the discre-
pancy the Settlement
Department still consi-
dered the assessment
already fixed the proper
one. Viranna further-
asked that compensation
amounting to Rs. 800 might
be made to him on the
ground that the land had
not been made over to him
in the year in which the
grant was authorized by
Government. The Govt. finally
sanctioned the grant of Rs. 11th June 1861, No. 994
the land but declined to
allow any compensation.
Viranna in the letter now
before Govt. says that the
land

vide G.O. 27th July 1862 No. 1342

land has not yet been
made over to him. 11
It now became
necessary to prepare a title
deed for the lands includ-
ed in the grant, and as
the rights of the grantee in
the two villages were of
different natures the
Board instructed the
Collector to prepare a draft.
Accordingly Mr. Fraser, the
Officiating Collector, took
up the case and found
that what the Board had
before suspected was liter-
ally true - viz. that the rights
who cultivated the village
of Mernipad prior to
its grant to Viranna had
been entirely ousted and
that the whole of the Benjete
land was cultivated by
Viranna's own laborers.

12. It appears that
when Viranna asked Mr.
Purvis in 1861, to give him
possession

possession, the Collector complied with his request, on the understanding that he would abide by any orders which the Board of Revenue or Government might issue, and sent an order to the Tahsildar to hand over the village. This order was communicated to the Village Moonsiff, Pottendar, and Kurnums of Hernipad early in March and in pursuance of the Collector's sanction Viranna proceeded to take agreements from the ryots for the cultivation for one year of the land hitherto in their possession, after which they agreed that he should do what he liked with it. No formal engagements were ever taken from them by the Collector or Tahsildar. After the expiration of the first year it would seem that Viranna took all the land

* 26th February 1861

* Board's Pro: 20th Sept: 1864 No 6211

From Mr. Fraser to B^d of Rev.
8th August 1864 No 204 paragraph 12

1518
land into his own possession. The Board could not believe that the engagements taken from the Ryots by the Sub-Engineer could have been given with their free consent. Indeed it appears that early in 1864 some of the ryots did complain that they had been ousted without their consent, but the then Officiating Collector refused to take up the enquiry on the ground that nothing had been said for more than two years and that by their own act they had given up the land. Mr. Fraser was of opinion that the Collector (Mr. Purvis) in issuing his order to make over the village to Viranna "wrongly considered that the intention of Government was to give Viranna the proprietary right

"right in the lands; that he
"thereupon illegally dispos-
-sessed them; and that
"the ryots, in the face of
"these proceedings, and in
"ignorance of what the
"intention of Government
"and their own rights were,
"were afraid to remonstrate,
"and afterwards gave orders
"of relinquishment be-
-lieving that they could
"not withhold them."

13. The Board con-
sidered the arrangement
made in 1861 "probably op-
-pressive and certainly il-
-legal". The old occupants
of the land having been
ousted Viranna had
secured an income, in-
-cluding the cultivator's
profits, much in excess of
what the Govt. intended.
The rights in Alernipad
which Government intended
to

G.O. 12th Sept 1864, N^o. 1643 -

to give to the Sub Engineer
were, they thought, to collect
the Government dues from
the Ryots, and to make ar-
-rangements for the exten-
-sion of Cultivation in
that village and no doubt
as irrigation extended he
"might possibly have im-
-proved his income" though
he was required to pay for
irrigation. The Govern-
-ment then passed the
following order. The Go-
-vernment never intended
"to transfer to V. Viranna
"more than the fixed mo-
-ney assessment payable
"to them by the Ryots for
"lands in their occupation;
"waste land not held by
"the Ryots being, however,
"at his absolute disposal.
The Board will instruct
"the Collector to make
"known to Viranna
"what the order of the
Government

"Government was, and warn him that if he omits to restore the lands or give compensation, the Ryots will have grounds of action against him. The Ryots should also be informed of this order, and the Title Deed ^{should} be so prepared as to grant Viranna no more than was originally intended."

14. The Sub Engineer considers that he has been hardly treated by this order. The Ryots he contends voluntarily gave up their lands because they were non-residents. Their subsequent complaints of having been ousted, three years subsequent to the date of their Mookhilhas, were simply made because the village had in the meantime been much improved at his expense. There could have been no misapprehension on their part because they must have been aware that in consequence of the dif-

ficulties

There let him plead this in the Court - in justification.

J. D. S.

Rather cool - any how they must have it collectively - what is equally fatal to Viranna.

difficulties raised by the ryots of Kasaviram the remainder of his grant was not given in that village but in Vettapalem (which by the way he has not yet received). Moreover as Mernipad was formerly held under joint rent the villagers have no individual right to their holdings! The rights of the ryots cannot of course be questioned for a moment. But I think that when V. Viranna goes on to say that the original intention in granting him an estate has been lost sight of, he speaks more to the point. In their order of September the Government say that all they intended to transfer was the fixed money assessment payable to them by the

the ryots of allernipad -
 this was estimated at about
 1000 Rs. Waste land they
 added not held by the
 Ryots was at his absolute
 disposal. but waste land
 there was none according
 to the statement in para 5
 above. so that the value of
 the grant to Viranna was
 limited to Rs. 1,00, but as
 Viranna remarks (para 17)
 "had the Government of
 Madras in 1859, or the Right
 Honorable the Secretary
 of State intended to confer
 on me only a fixed yearly
 sum, it would have been
 easier and more likely
 that they would have given
 me a money grant by
 transferring to me land at
 a fixed valuation with
 tenants upon it whose rents
 I cannot increase, and
 whose holdings I cannot
 interfere

+ This is a mis-
 take - the order
 does not apply solely
 to Merripad - but
 to the whole grant.

J. D. S.

money
 grants? But money
 allowances are not
 so sure of being con-
 tinued in perpetuity
 as land is - and
 land grant is as
 easy as a money grant.

* Exactly so - If he
 had taken waste,
 but he preferred land
 in the possession of
 others & therefore could
 only get their rents.

J. D. S.

interfere with; no object is
 "gained."

16 It seems to me a
 mistake to suppose that
 the grant was to be limited
 to Rs. 500. Why, if so, the
 reference in the Despatch
 of November 1859 to the
 desirableness of giving the
 land "under delta irriga-
 tion" and "if possible, out
 of land at the absolute
 disposal of Government?"
 why not give it any where
 else? Why indeed give land
 at all? A pension as Viranna
 says would have been much
 simpler. Was it not more
 likely that the intention
 was to give a piece of waste
 land, like the piece in
 Vettapalem which the Sah
 Engineer has got (or rather
 is to receive) in part of his
 grant - valued at 500 Rs.
 which under irrigation would
 prove

prove a valuable estate to its proprietor burdened albeit with the regular water tax. Look at the Vettapalem 100 Rupee assessment bit last year the temporary occupants gave 525 Rs for it exclusive of water tax! and yet the Settlement Department say that the assessment is fairly calculated. Of course the Sub Engineer's proceedings in Mernipad cannot be defended, but I cannot but think that when Mr Purvis made over the proprietary right to Viranna he was carrying out the original intention of Government as to the style of right intended to be conferred in waste land and if so, it remains to be determined whether

see Board's Pro
d/23 August 1864
No. 5422
* Just so -

fit must hear
both sides on
this -
J.D.P.

whether Viranna is entitled or not to consideration when having restored the rights ^{to them properly} as he is bound to do. I think under Mr Purvis's letter of 26 Feb 1864 ^{No. 70} he becomes a simple Inamdar entitled to receive from the Mernipad people only Rs 400 per annum.

Has not the Sub-Engineer some claim also to compensation for the portion in Vettapalem which according to his own statement is now even yet in his possession?

J.M.C.
21/12/64

The grant was the land, "bearing an annual assessment of 500 Rs." He himself selected lands in the possession of others, to the extent of

400 Rs. and as respects this, the pt. could only fire him what they themselves had - all decided they promised - viz the right to receive the rent of 400 from the hereditary occupants. They have no power - legal or other - of ejecting these men so long as they pay that rent - and Perana must have known this well enough - every native does. - If however his arrangements are all square, he can plead that, if they sue him - but pt. cannot fire him any other title deed than the one ordered - viz putting him in their own position - If they do, the Govt. will have cause of action against them.

The delay in making over the ^{other land} ~~land~~ must of course be enquired into -

I have drafted one.

Cordingley.

LDL

No 2987.

d

v3

See what Viranna has done & seems still desirous to do, he has thrown himself up as to what he must have known since the first right of the cultivating rights in possession - had he been simply content to accept uncultivated waste-land, or cultivated "perayti", he might without any difficulty have obtained that clear freehold title which appears to have been contemplated by Sir Arthur when that Officer recommended as to Viranna was first submitted. When however, Viranna elected to take the Marikpud, he seemed there to receive in payment - only what the Govt. were receiving from the cultivators of the land, that is the annual rent. If the Govt. had determined to buy him more than this, so as to establish for him the right himself to cultivate; a to put in his own tenants, they would have had to buy out the rights in possession.

24 Dec WDE

JJ

The revenue left to Peranna himself and he chose the village of Marikpud, at an assessed value of 400 Rs. - and (ultimately) land assessed at

Enclosing a letter addressed to His
 Ex: the Gov: on the subject of the grant of
 certain land and a title deed for it and
 also for the payment of the arrears of which
 due to him for the past fiscal year requesting
 that it may be laid before him -

Read the foll^y letter from V. K.
 Ranna Guirao Rai Bahadur.
 Dated 5th November 1864

The first officer that
 the plan is proposed
 by then put and
 sanctioned by the
 Secretary of State
 was to be one of
 land "bearing an
annual assessment
 of 500 Rs, to be paid
 if possible, out of
 land at the abso-
lute disposal of
 Govt."

The selection has
 left to Ranna
 himself and he
 chose the village
 of Marripad, at
 an assessment
 of 400 Rs - and
 (ultimately) land assessed at

MA
 WPM
 J^y

The delay in making
 over the ^{the land} ~~land~~ must of course be
 enquired into.

I have drafted ac-

cordingly.

L. D. S.

100 Rs in Vettapalem.

The farmer, as of course he well knew, was in the occupation of by the entitled to hold their respective holdings, so long as they paid the assessed amount appertaining Rs 400. This land was not "at the absolute disposal of the put" and Verama must have known that the put could give him no more than they themselves possessed by the right of the annual assessment. He ~~must have known~~ ^{cannot} ~~be~~ ^{be} ~~so~~ ^{so} ~~ignorant~~ ^{ignorant} if he supposed that he could legally or justly eject the

by the summary, in order to reward him.

~~Verama~~ but whatever he may have supposed, such an act is beyond the power of the put ~~and cannot be~~

The put Verama. That Verama was put in possession of the village by the Puri, at his own request, subject to the orders of the put and that, if, as he states, this arrangement, ~~for~~ ^{whereby} he has induced the Puri to make over their lands to him are unexceptionable, he can plead this as his defence of the Puri.

See him -

The Govt. are still prepared to grant him land assessed at Rs. 400 and "at their absolute disposal" if he ~~if~~ desires it, but if he retains Merny land, they can only give him a title deed transferring to him their right to receive the fixed assessment of Rs. 400.

The land at Petha Pullam has at the absolute disposal of Govt. and is in the possession of Dyots who he made over to him in full proprietary right.

The Bd. of Rev. will call on the

WON

Y. C. to explain why this land has not been made over to Kerana.

I. D. S.

114. To the Board of Revenue Dept. of Govt.
1. 8/11/1900 N

$\frac{28}{11}$

23.108

2-3-12

Revenue 1865 Dept
Pro of Govt for Sany.

N. 147

Pro. of the Madras
Government of
30 January 1868.

P. 10

P. W. 22-24
22-11-59
141-142
19-3-60

R. No. 123-124
11-6-64
185-186
12-9-64

Pro. of March 1868
681. 10. 572. 11-5-1868
11-12-68

Stating that Sub En-
ginner V. Varanna is enti-
tled to receive only the
fixed assessment of Alor.
village to be in-
granted and the land at
Nellapattani to be made
over in full proprietary
right.

N. 3047305