M.R.O. 14—6450—22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 823 Press Mis.

546-12
Dated 20 – 3 – 1866.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department,
30th March 1868.

Read the following :—

No. 540. Proceedings of the Board of Revenue, dated 29th August 1867, No. 5,622.

Read the following letter from the Acting Collector of the Kistna District, to the Secretary to the Board of Revenue, dated Masulipatam, 21st August 1867, No. 291.

Referring to Board's Proceedings, No. 7,182, dated 8th November 1866, I have the honor to enclose copy of the plaint in Original Suit No. 198 of 1866, on the file of the Court of the District Moonsiff of Bezwada, brought by Palapurty Lutchmiah, against the Village Moonsiff, Pottendars, and Curnum of Palapurzoo, in the talook of Gudivada, as first to fourth defendants, and the Collector as fifth defendant. The lands, Acres 3-15, are now in the plaintiff's holding as Seri, and the object of the plaint is to declare them to be Inam, which they have been declared to be *not* by the Inam Commissioner. I propose the following :—

ANSWER.

That the prayer of the plaint being to declare the lands, the subject of this suit, to be Inam, is not cognizable by the Court, the decision of such question being reserved to the Executive Government exclusively.

District Moonsiff's suit 198 of 1866. 13th November, 1866.

To the Moonsiff's Court at Bezwada.

Complaint preferred by the plaintiff Palapurty Lutchmiah, Inamdar, an inhabitant of Palapurroo, in the Gudivada Purgana, against the defendants—

1. Village Moonsiff Chillagalla Sitaramudu, Pottendars.
2. Cheppana Subbanadry.
3. Do. Purushottam.
4. Curnum Palapurty Subbarayudu, inhabitants of Purushottam.
5. G. Thornhill, Esq., Collector of Kistna District, residing at Masulipatam.

Two and three-quarters Katties of Survadumbala* Inam land was granted to my great-great-grandfather named Veerasum, in Palapurroo, to be enjoyed from generation to generation, viz., one and a half Katti by Khaji Arabkhan prior to Fusly 1168, One Katti by Kunadam Papayya and Surayya in Fusly 1169, and one-fourth Katti by Kamalona Subbayya in Fusly 1180.

My great-great-grandfather enjoyed the said land, and after him his sons, viz., Mallaya, Basavayya, and Surabhanna enjoyed it unmolestedly up to Fusly 1215.

2. The one-fourth Katti granted as per the third Sunnud was disputed in Fusly 1215 by the villagers of Mozur, and was included in the village Porumboke.

3. The remaining two and a half Katties of Inam land had been lineally enjoyed by us, being the heirs of the grantee up to Fusly 1265.

4. While the matter was thus standing, the fifth defendant, by a mistake into which he was led by his subordinates, incorporated R. I. V. L. P. [illegible] (out of that of the second Sunnud), as per survey with Seri of Government land, and has been levying assessment thereon from Fusly 1266.

5. I submitted petitions on the subject to the Board of Revenue, Inam Commissioner, and Government, but no justice was granted. The last endorsement of Government was dated 3rd February of this year. Consequently, I prefer this complaint under Section 23, Act VIII. of 1859, to establish my right to the Inam.

* Free of assessment.

The following are the limits of the land marked A., as described in the plan herewith presented:—

East.—The Inam land of Chitla Venkata Ramanna.
South.—The land belonging to Palapurty Brammanandum.
West.—Cattle-path.
North.—Lands belonging to Palapurty Seshama, Subbaya, Ramesam, and others.

The extent of land No. 443 within the aforesaid limits, which yields an annual produce of Rupees 5-8-0, after deducting water-tax, &c., and which is my share as entered in my name in the accounts, is as per survey ... ... K. V. P. 0 3 15

I request the Court will examine my witnesses and documents; pass a decree to continue the aforesaid land K. 0, V. 3, P. 15 as Inam to me, and to recover the costs from the defendants.

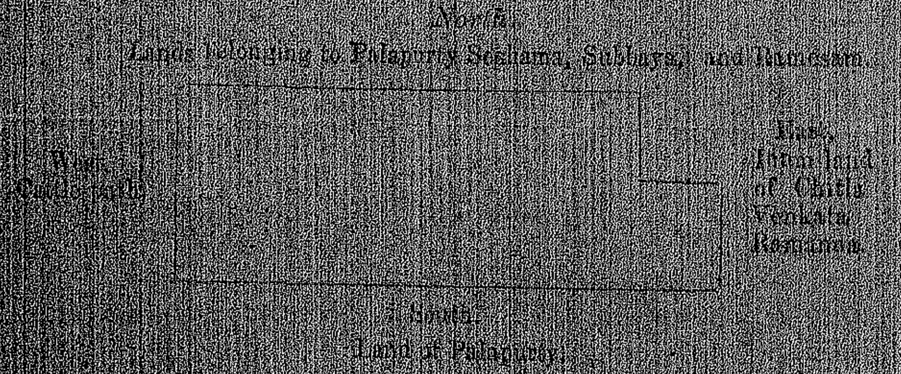
31st July 1866. (Signed) PALAPURTY LUTCHMIAH,
Plaintiff.

I do hereby declare that what is stated in this complaint is true to the best of my information and belief.

1st August 1866. (Signed) PALAPURTY LUTCHMIAH,

Corrections none.
(Signed) P. VENKATARAMANAPPA NAIDU,
District Moonsiff.

(True Translation.)


North.
Lands belonging to Palapurty Seshama, Subbaya, and Ramesam.
West.
Cattle-path.
East.
Inam land of Chitla Venkata Ramanna.
South.
Land of Palapurty Brammanandum.

2nd July 1866. (Signed) PALAPURTY LUTCHMIAH.
Received 3rd August 1866.
Corrections none.
(Signed) P. VENKATARAMANAPPA NAIDU,
District Moonsiff.

The Board sanction the defence of the suit on the usual terms, and they approve of the draft answer.

Proceedings of the Board of Revenue, dated 14th March 1868, No. 1,379.

Read the following letter from the Acting Collector of the Kistna District, to the Secretary to the Board of Revenue, dated on Circuit at Gudivada, 27th January 1868, No. 8.

[illegible] No. [illegible] With reference to the correspond[illegible] No. [illegible] 1866, quoted in the margin, I have the [illegible] 1867, No. 6 [illegible] honor to forward herewith translations [illegible] of the Decrees in Original Suits Nos. 127 [illegible] passed by the [illegible] Moonsiff's Courts of Guntoor [illegible]

Enclosure No. 1.

Judgment of the Moonsiff's Court at Guntoor.

Present:—Moulavi Abul Ayat Gulam Mahommed Yahuya Servi Sahib.

Review Case No. 127 of 1865.

This suit is brought by the plaintiff, who prays to confirm his right to Acres 5-6, yielding an annual income of Rupees 33, which he occupied out of Acres 7-6 entered in his puttah, and to two Acres belonging to the bank of the water-spread tank valued at Rupees 40, which has been under his repairs, and to recover from the defendants Rupees 75, being the loss of produce of the Tumma trees sold.

1. The plaintiff argues that in Fusly 1266 he took for cultivation the Poramboke land called "Chintalavanum Tota" of the Ganapavaram village, situated on the north side of it, and continued to improve two Acres of it now and then to a small extent, including the bank which bunded the water-spread in that land, which he enjoyed by appropriating the water therein remained for the use of his cattle, &c., and by cultivating a portion of it and leaving the rest for the pasturage; that while it was so, the first defendant admitting the irregular application of the second defendant (who had no concern whatever with the Acres 7-6 entered in the aforesaid puttah) for that land, issued an order to the effect that he (plaintiff) should not prevent the second defendant from repairing the aforesaid tank for charitable purposes; and that agreeably to which order the second defendant dug pits in that land and caused extensive repairs to be performed, so that the aforesaid Acres 7-6 as per puttah to which he has a right have been injured.

2. The first defendant contends that as there were no heirs to the founder of the charitable tank in dispute, a complaint was made to the effect that the plaintiff repaired that tank prior to Fusly 1266 and appropriated the produce of the Tumma trees and the grass within the bed of the tank to his own use; that the Acres 7-6 in which the plaintiff alone was pasturing his cattle, were assessed and a puttah was given; that the plaintiff ever since continued to bring that tank into his use without injury either to people or cattle; that subsequently a complaint having come forward to the effect that the plaintiff with intent to cultivate the land lying under the water-spread within that tank, irregularly cut open the bank of the aforesaid tank, either in 1862 or before that time, and allowed the water thereof to run off, to the great injury of the public and the ryots; the plaintiff was required to take other land in lieu of the aforesaid land, and to leave the latter for charitable purposes; that nevertheless, the plaintiff not only did not agree to it, but also prevented the villagers from putting the tank in repair; that as this tank is a charitable one, the duty of executing the repairs, &c., of the same rests with the Board of Revenue; that he as their agent, issued orders that the tank in question should be repaired at the cost of the plaintiff and others with a view to afford water for the utility of the public; that the Court has no jurisdiction in the suit; and that the plaintiff sustained no loss whatever. The second defendant corroborates the argument of the first defendant.

3. The document marked A is the puttah in the name of the plaintiff. Nos. 1 to 6 are the documents on behalf of the first defendant.

4. Witnesses for the plaintiff, namely, (1) Tondapu Subbaya and (2) Shaik Mohudeen, and for the first defendant, namely, (1) Poranki Pichiah and (2) Gunga Venkaya have been examined on oath.

5. The points for proof and disproof in this suit are, namely, that the tank in the land in dispute is not the usual charitable tank; that the aforesaid tank was irregularly put in possession of the second defendant and others; that the plaintiff did not cut open the bank of the aforesaid tank with a view to enjoy the land situated within that bank so that inconvenience might be felt for water; and that the plaintiff sustained so much loss on account of Tumma trees, and so much loss on account of produce in the current year, in consequence of the second defendant having caused [illegible] repairs to be made to the aforesaid tank.

Judgment.

6. The Court on a re-perusal and re-consideration of the record in this suit, passed this day a decree.

7. This suit was brought for the recovery of a Porumboke land, for which a puttah was given by the Acting Collector.

8. It was clearly observed in the Minutes of Consultation of Government, recorded in the Proceedings of the Board of Revenue, dated 14th July 1856, that the revenue authorities should not put in possession of any person Porumboke lands, tanks, &c., which might be applied to charitable purposes; and that if they are put in possession, the act cannot be held valid.

9. Referring to the plaintiff's puttah the Court observes that the said Porumboke tank is included in Acres 7-6 *of his puttah. It would appear that this puttah was granted at the commencement* of 1857, or subsequent to the Minutes of Consultation of Government wherein it was directed that Porumbokes and Tanks should not be given to others. When the Minutes of Consultation of Government was thus, it was the mistake on the part of the late Acting Collector to include irregularly the aforesaid tank in the plaintiff's puttah. It was argued by the Government Pleader and two witnesses on behalf of the first defendant that the Sub-Collector, with a view anyhow to rectify this mistake, ordered that other land in lieu of the same would be granted. From the documents produced by the second defendant in the review, the plaintiff's irregularity appears to be great. While the Sub-Collector was thus prepared to give another land in lieu of the same, the plaintiff refused to [illegible] and his [illegible] in demanding for the Porumboke land which was decided by Government to be permanently [illegible], it is more irregular.

10. He contends that the second defendant caused a large bank to be raised to the tank situated within the aforesaid Porumboke land in dispute, and thereby a large quantity of water stood in the [illegible] which injured the produce of his land as well as that of the adjoining lands. The plaintiff [illegible] two witnesses [illegible] but he withdrew them after having given some evidence. [illegible] not prove the extent of the loss sustained by each party. The plaintiff's claim is therefore [illegible].

11. The suit is dismissed with [illegible] considering it is not proved. 18th November 1867.

Decree of the Moonsiff's Court of Guntoor.

Present.—[illegible] Nair Sahib.

Review Case No. 127 of 1868.

Plaintiff versus *Defendants.*

[illegible]

That the first defendant admitted the irregular proposal of the second defendant (who is in no way concerned in the matter) for the land, Acres 7-6, entered in the aforesaid puttah, and issued an order to the effect that he (plaintiff) should not prevent the second defendant from repairing the tank in question for charitable purposes.

That agreeably to that order the second defendant caused extensive repairs to be made by digging pits in that land by which the puttah land to which he has a right was injured.

That the land Acres 7-6 as per puttah is bounded—

On the east by the Seri lands belonging to Gunea Venkaya and Tondapu Butchenna;
On the north by the Seri land belonging to the aforesaid Butchenna;
On the south by the Seri land of the aforesaid Butchenna;
On the west by the Seri land of the said Butchenna;

* * *

On the south by the Seri land of the said Butchenna;
On the west by the Inam land of Kusa Kristaya, which was cultivated by Anumunche Ramanya;
On the north by the Inam land of Siddu Butchaya and Lingam.

That of the land which is situated within the aforesaid limits, two acres of land under the water-spread on the south side having deducted, the remainder is Acres 5-6, which yield an annual income of Rupees 33 including the Sist.

And that he prefers this suit for the recovery of the aforesaid land, Rupees 25 being the loss occasioned to the cultivation carried on three Acres of the aforesaid land owing to the water within the bank which was strengthened. Rupees 8, being the loss of grass in about two acres of the waste land; about two Acres of waste land, valued at Rupees 40, of the bank of the water-spread tank; eighty large Tumma trees (Babul) valued at Rupees 40 at 8 Annas each, and twenty small Tumma trees valued at Rupees 2-8-0 at 2 Annas each, making in all Rupees 148-8-0.

Decree.

The suit is dismissed with costs.

18th November 1867.

	RS.	A.	P.	RS.	A.	P.
Costs incurred by the first defendant in Original Suit				5	3	2
" " in review, namely,						
Petition Stamp	0	8	0			
Three Notices	3	5	4			
				3	13	4
Plaintiff should pay to the first defendant.				9	0	6

The plaintiff should pay to the second defendant the costs, Rupees 5-13-10, incurred by him in the Original Suit.

The costs, Rupees 20-14-5, incurred by the plaintiff in the Original Suit, should be borne by him.

The plaintiff and the second defendant incurred no costs in the review case.

(True translation.)

(Signed) [illegible]
[illegible]

ENCLOSURE No. 2.

L. S.

Decree of the District Moonsiff's Court at Beswada, in the Guntoor Zillah,
29th September 1867.

Present:—VADLAMANNATI SESHAYA, District Moonsiff.

Suit No. 198 of 1866.

Plaintiff.	*versus.*	*Defendants.*
Palapurti Lakshmaya, an inhabitant of Palapurru, in the Gudivada Purgunnah. Kotturi Ganapati Roydu, Pleader.		1. Challagulla Sitaramudu. 2. Choppara Subbamadri. 3. Do. Purushottam. 4. Palapurti Subbaroydu, an inhabitant of Palapurru, in the Gudivada talook. 5. G. Thornhill, Esq., Collector, Kistna district, residing at Masulipatam. Tummalapalli Balaramudu, 5th Defendant's Pleader.

1. The plaintiff states that the fifth defendant through a misapprehension into which he was led by his subordinates, incorporated with Seri the Inam land No. 448 situated in the village of Palapurru, consisting of K. 0, V. 3, P. 15, as per survey, which yields an annual produce of Rupees 3½, and which has been separately entered in the accounts in his name as his share, and that he has been collecting tax thereon from Fusly 1266. He prays that a decree may be passed directing the continuance of the land in question as Inam.

2. As it does not appear from the endorsement of the Secretary to Government, which was filed by the plaintiff, that justice should be obtained from the Court in the manner provided in Clause 1, Section II., Regulation IV. of 1831 the suit is struck off the file, the plaintiff being directed to pay the entire costs.

3. No process of execution will be issued to enforce this decree unless some proceeding shall be taken to keep the same in force within three years next preceding the application for such execution.

4. Costs incurred by the plaintiff.—

	RS.	A.	P.
1 Vakalutnamah Stamp	0	8	0
2 Complaint Stamps	4	0	0
1 Plan Stamp	0	8	0
Batta for the Summons to the 1st, 2nd, 3rd, and 4th defendants	1	4	0
Batta for the Summons to the 5th defendant	0	4	0
Paid for postage receipt	0	8	0
1 Motion Stamp	0	8	0
Do. do.	0	8	0
One-fourth Pleader's fees	0	12	7
	8	12	7

Should be borne by the plaintiff.

5. Costs incurred by the 5th defendant.—

	RS.	A.	P.	RS.	A.	P.
1 Stamp of Statement	0	8	0			
One-fourth Pleader's fees	0	12	7			
				1	4	7

[illegible] by the 5th Defendant.

6. 1st, 2nd, 3rd, and 4th defendants incurred no costs.

Given under my hand and the seal of the Court this 29th day of September 1867.

(Signed) V. SESHAYA,
District Moonsiff.

(Signed) MYLAVARAPU JANKIRAMANNA,
4th Gumastah.

Correction one.

(True Copy.)

By order of the Court.

(Signed) R. JAGGANNATHA ROW,
Head Gumastah.

(True translation.)

(Signed) W. WILSON
Acting Collector.

ENCLOSURE No. 3.

Extract from the Proceedings of the District Moonsiff's Court at Beswada in the Guntoor Zillah, dated Wednesday, the 12th decreasing moon of Bhadrapadam year Prabhava, 25th September 1867.

No. 198 of 1866.

VADLAMANNATI SESHAYA, District Moonsiff.

Read record in this suit for framing the issues.

The plaintiff states that one Katte of land (which as per survey is K. 1-8-8) granted in Fusly 1260 by the then Zemindars in Palapurru, in the Gudivada Pergunnah, was incorporated with Seri in Fusly 1266, and requests that a decree may be passed directing 3 Vissams and 15 Poras of the aforesaid land to be continued as Inam.

The 5th defendant in the suit being the Collector, caused a statement to be filed setting forth that the Court has no jurisdiction in the suit, and that the dispute being for an Inam must be disposed of by Government.

The Inam Commissioner did not impose quit-rent on, and grant a Title-deed for, the land in dispute; consequently the suit brought regarding the land alleged to be Inam ought to be instituted agreeably to Clause 1, Section XI., Regulation IV. of 1831. The plaintiff did not obtain an endorsement from the Secretary to Government as declared in that Section. In the first of the two endorsements brought and filed by the plaintiff, it was stated that this land not being an Inam land cannot be liable to Regulation IV. of 1831, while in the second endorsement it was declared that the petitioner has already been informed that the land in dispute is not an Inam; orders for laying a claim regarding it are unnecessary; but it does not appear that any authority has been given for obtaining redress in the Court in the manner provided in Clause 1, Section XI., Regulation IV. of 1831. The Court being of opinion that the aforesaid two endorsements are not of the nature of those indicated in the said Clause, strikes the suit off the file, and directs the plaintiff to pay the entire costs.

(True translation.)

(Signed) W. WILSON,
Acting Collector.

Submitted, with a copy of the Board's Proceedings, dated 29th August 1867, No. [illegible], for the information of Government.

Proceedings of the Madras Government, Revenue Department,
30th March 1868.

No. 542. ORDER THEREON, 30th March 1868, No. 823.

Miscellaneous.

Ordered to be recorded.

(True Extract.)

(Signed) W. HUDLESTON,
Secretary to Government.

To the Board of Revenue.

[illegible]

Rev 1868. Department.

Procy [illegible]

No. 936

PROCEEDINGS OF THE BOARD OF REVENUE,

From the [illegible]

[illegible]

[illegible]

Dated 14th *March* 1868.

[illegible]

No. 1,879.

Submitting for information letter from Collector of Kistna district forwarding translations of Decrees in Original Suits Nos 127 of 1865 and 198 of 1866 on file of Guntoor and Bezwada Munsiff's Courts respectively regarding certain land.

RECORDED.

[illegible] 823

30 [illegible] /68

N. 540 @ 542