(1)

Revenue Department

Minutes of Consultations

28th July 1857

Back Numbers 50 - 57

Order No 754 dated 28th July 1857

W 754 (2) D. Sept 14

No. 50. Read the following letter from P. B. SMOLLET, Esq., Agent to the Governor to E. MALTBY, Esq., Chief Secretary to Government, Fort Saint George; dated Vizagapatam 22d June 1857, No. 35.

SIR,

Para. 1. In my letter of the 11th January 1857, it was reported that all existing disputes between the Zemindars of Bobily and of Vizianagrum had been accommodated. That the style of address to be used in future correspondence was settled without compromising the dignity of either disputant, that the lawsuits would be withdrawn, and that finally the large rent free villages of the Vizianagrum Zemindary, acquired during the last twenty years by the Bobily Zemindar by purchase at public sales would be restored to the Zemindar of Vizianagrum on perpetual rent, and that all feelings of irritation would thus be permanently removed.

2. In compliance with the preliminaries then agreed upon the style of address was fixed, and the suits brought by the Bobily Zemindar were at once withdrawn. The next point was the adjustment of the amount of rent to be paid under the permanent lease, and this was, after some discussion, fixed at Rupees 22,568-0-0 per annum. Lastly, the terms of the Cowle itself and the nature of the security to be given to the Bobily Zemindar for the punctual realization of the rent came for decision. On this point, and on the terms to be used in the cabooliyat, considerable difference of opinion prevailed.

3. It is known that parties of rank rarely take rents in their own name. In the present instance a Sowkar of Vizianagrum is the nominal renter, and the Rajah of Vizianagrum as security executes to the Agent to the Governor a Deed of guarantee, securing on his responsibility the payment of the rent.

4. The Rajah of Bobily wished that in this document the fact should be recited that the estate of Vizineanagrum was answerable for any default in the renter's payments. The Rajah of Vizianagrum considered this demand unreasonable, and injurious to his dignity. On this the Zemindar of Bobily proposed that certain villages should be set aside as special security for the punctual payment of the rent fixed upon. This proposal was not however acquiesced in. Finally, on being appealed to by both parties, I have drawn out drafts of instruments which both the Zemindars have agreed to abide by, and to accept as satisfactory, provided they are approved and sanctioned by the Right Honorable the Governor in Council.

5. It is the desire of both parties that the Governor in Council shall approve the conditions, and instruct the Agent for the time being to see that the terms are in good faith carried out by the respective Zemindars, holding the property of the Zemindary answerable for the debt if any be incurred, which indeed is not likely. It is also their wish that the Governor in Council should recognize the permanency of the rent, and respect the arrangement in case either Zemindary through the minority of the owners, or other circumstances, should come under the management of the officers of Government.

(DRAFT) ENCLOSURE No. 1.

To P. B. SMOLLETT, Esq., Agent to the Governor in the District of Vizagapatam, (Letter written by His Highness the Rajah of Vizianagrum.)

1. The Mocassah villages, viz. Toommapala and Annumrauzepettah, Cottavulsah, Ambatvulsah, Jummoo, Doovum, Chintapillypettah, Sarypettah and Goojunghyvulsah including Maniem appertaining to my Samustanum having been acquired by the Zemindar of Bobily by purchase, I have caused these villages to be taken in rent in perpetuity from the Bobily Zemindar in the name of Soorumpilly Vencatareddy from Fusly 1267, or the native year Pingala, at Rupees 22,568 per annum, according to the motions presented by me and that Zemindar in No. 148 of 1850 of the Vizagapatam Agent Court's file. The renter will pay every year the amount of the instalments of the Cuddapah into your treasury, to be paid to the Zemindar of Bobily as per tenor of the Cabooliyat. If he should fail, I hereby bind myself by this letter to cause the payment of that amount with interest on the expiration of the instalments according to the conditions of the Cuddapah. If the present renter proceed to Foreign countries or in any way fail in his engagement, I will be held responsible and see the conditions of the Cabooliyat

kept, and the suits brought by the Bobily Zemindar

பாதுகாப்பு பிரிவு-1
செப்பனிடுபவர் பெயர் த. கோ.
செப்பனிடுவதற்காக எடுத்துக் கொள்ளப்பட்ட நாள் 10/06
செப்பனிட்டு முடித்த நாள் 4/07
சரிபார்க்கும் முதல் மு. நி. பா. எ கையொப்பம்.
சரியாக்கும் 2ம். பா. எ. கையொப்பம்.
ஆராய்ச்சி உதவியாளர் கையொப்பம்
(1)

presented by this renter to the Bobily Zemindar duly enforced. I reserve the power of changeing the renters. As this settlement has been made with the approval of the Governor in Council of Madras, the Agent for the Government of Vizagapatam for the time being will see the arrangements as above set forth carried out punctually and observed faithfully on both sides. The rented Dowle fixed on these villages is Rupees 22,568. If any part of the rent be left unpayed at the end of the Fusly, the Agent for the Governor in Vizagapatam will take such measures for the immediate realization of the same as may seem proper. This being a permanent rent, the above guarantee will be binding on myself my heirs and successors. If under any circumstances the rent should terminate, the existing water-courses will be restored to their present Mamool condition and the villages returned to the Bobily Zemindar, hi s heirs or assigns in the state and condition both as regards tanks and water-courses, &c., as they now are.

(True Copy.)

(Signed) P. B. SMOLLETT,

Agent to the Governor.

(Draft) Enclosure No. 2.

To Maharajestry Rajah Swathachalaputty Rungarow Bahadar Zemindar of Bobily.

Cabooliyat presented by Soorumpilly Vencatareddy inhabitant of Vizianagrum.

As you have granted me a permanent Cowle to the following villages of the Vizianagrum Zemindary (purchased by you) from Fusly 1267, or the year Pingala, at an annual sist of Rupees 22,568 (deducting Rupees 232-3-1 on account of a disputed Item, and Rupees 200 the sist of land given by you to Streenevasarow Puntooloo your Vakeel from the dowle of Rupees 25,232-3-1 fixed on the average Collections as well as a deduction of 9 per cent. from the remaining sum of Rupees 24,800) including Jeroytee and Maniem Cuttoobadies, &c., all sources, and excluding the Maniems, &c., of Gods' Brahmins and Meerassidars I have presented this Cabooliyat.

1 Toompala.
1 Anumrajpettah.
1 Cottavulsah.
1 Umbatavulsah.
1 Jummoo.
1 Doovum.
1 Chintapillypettah.
1 Sarypettah.
1 Goojunghyvulsah including Maniem.

I shall pay the above amount of each year in that year into the Treasury of the Governor's Agent in the Zillah of Vizagapatam by the following instalments to be paid to you, obtaining receipts for the same.

Rs.	
5,642	15th Stravana Sooda—August 15.
5,642	15th Asweeja Sooda—October 15.
5,642	15th Margasera Sooda—December 15.
5,642	15th Maga Sooda—February 15.
22,568	

2. If any of the instalments either wholly or partly be left unpaid and a balance kept, I will pay an interest at 1 per cent. per mensem from the expiration of the instalments. If any part of the rent be left unpaid at the end of the Fusly, the Agent for the Governor in Vizagapatam will take such measures for the immediate realization as may seem proper.

3. For the due security of the performance of the conditions of this Caboolivat, a sufficient guarantee will be separately given through the Agent to the Governor of Vizagapatam and the conditions of the rent will be strictly observed.

4. As you for yourself and successors have given your assent to the cowle of this permanent rent without objection, and as this settlement is effected with the approval of the Madras

Government, the Government Agent at Vizagapatam for the time being will see the conditions of this rent strictly and punctually acted upon by both parties.

(True Copy.)

(Signed) P. B. SMOLLETT,

Agent to the Governor.

No. 51. Order thereon, No. 754; dated 28th July 1857.

In the above letter, the Agent to the Governor in Vizagapatam reports the completion of his arrangements for the compromise of all existing disputes between the Zemindars of Vizianagrum and Bobily, in continuation of his letter of 11th January recorded in Consultation of 6th February 1857.

2. One of the chief causes of the ill-feeling which has hitherto subsisted between the two Proprietors, has been that a number of villages in the Vizianagrum Zemindary have been acquired at different times by purchase by the Bobily Zemindar. These villages, nine in number, it is now proposed to restore to the Vizianagrum Zemindar, on a perpetual rent of Rupees 22,568 per annum; and deeds have been drafted accordingly; the parties agree to accept the terms specified, "provided they are approved and sanctioned by the Right Honorable the Governor in "Council."

3. The Government have great satisfaction in learning that the two Zemindars are reconciled, and this they have already placed on record,* and have no objection to "instruct the Agent for the time "being to see that the terms of the proposed con-"tract are carried out in good faith," on the distinct understanding that the rights which may at any future time accrue to Government are to be in no way limited by this permission.

* *Ex. Mins. Cons. 3d Feb. 1857, No. 131.*

4. It is observed that the Zemindar of Vizianagrum is styled "His Highness" in the papers now submitted, and the Governor in Council deems it right to notice, that the title has not been granted and is not recognized by Government.

(Signed) H. FORBES,

Acting Secretary to Government.

feped, and the suits brought by the Vou-
Zemindar

No 35 Viragapatam Government Agents
Office 23rd June 1857

From

P B Smollett Esqre
Agent to the Governor

To

E Maltby Esqre
Chief Secretary to Government
For. St. George

Sir

Para 1 In my letter of the 11th January 1857 it was reported that all existing disputes between the Zemindars of Bobily and of Vizeanagrum had been accommodated. That the style of address to be used in future correspondence was settled without compromizing the dignity of either disputant - that the law suits would be withdrawn - and that finally the large Rent-free villages of the Vizeanagrum Zemindary, acquired during the last twenty years by the Bobily Zemindar by purchase at public sales would be restored to the Zemindar of Vizeanagrum on perpetual rent, and that all feelings of irritation would thus be permanently removed.

2 In compliance with the preliminaries then agreed upon the style of address was fixed, and the suits brought by the Bobily Zemindar

Zemendar were at once withdrawn. The next point was the adjustment of the amount of rent to be paid under the permanent lease, and there was, after some discussion, fixed at Rupees 22568-0-0 per annum. Lastly the terms of the Cowle itself and the nature of the security to be given to the Bobily Zemendar for the punctual realization of the rent came for decision. On this point, and on the terms to be used in the Cabooliyat, considerable difference of opinion prevailed

3. It is known that parties of rank rarely take rents in their own name. In the present instance a Sowcar of Virganagrum is the nominal Renter, and the Rajah of Virganagrum as security executes to the Agent to the Governor a Deed of guarantee, securing on his responsibility the payment of the rent.

4. The Rajah of Bobily wished that in this document the fact should be recited that the Estate of Virganagrum was answerable for any default in the Renters payments. The Rajah of Virganagrum considered this demand unreasonable, and injurious to his dignity. On this the Zemendar of Bobily proposed that certain villages should be set aside as special security for the punctual payment of the rent fixed upon. This proposal was not however acquiesced in. Finally on being appealed to by both parties, I have drawn out a set of Instruments which both the Zemendars have agreed to abide by, and to accept as satisfactory provided they are approved and sanctioned by the Right Honorable the Governor in Council.

5. It is the desire of both parties that the Governor in Council shall approve the conditions, and instruct the Agent for the time being to see that the terms are in good faith carried out by the respective Zemendars, holding the property of the Zemendary answerable for the debt if any be incurred, which indeed is not likely. It is also their wish that the Governor in Council should recognize the permanency of the rent, and respect the arrangement in case either Zemendary through the minority of the owners, or other circumstances, should come under the manage-

ment

ment of the Officers of Government.

I have the honor to be

Sir

Your most Obed.t Serv.t

Agent to the Governor

Draft. (X)

To

P. B. Smollett Esqre
Agent to the Governor in the
District of Vizagapatam.

(Letter written by Her Highness
the Rajah of Vizeanagrum.)

1. The Inoaspah villages viz.
Toommapala and Annumraupettah, Cotta-
valsah, Ambatavalsah, Summoo, Doovum,
Chintapilly pettah, Sary pettah and Googun-
ghypoolsah including Maniem, appertain-
ing to my Samustanum having been ac-
quired by the Zemindar of Bobily by
purchase. I have caused those villages
to be taken in rent in perpetuity from the
Bobily Zemindar in the name of Soorum-
pilly Vencatareddy from Fusly 1267 or the
Native year Pingala at Rs. 22,568 per
annum, according to the motions presented
by me and that Zemindar in No. 148 of
1850 of the Vizagapatam Agent Court's
file. The Renter will pay every year
the amount of the instalments of the
Cuddapah into your treasury, to be paid
to the Zemindar of Bobily as per tenor
of the Cabooliyat. If he should fail,

I

Dr. Canto Estimate for 1852-53

Rec'd 28th Feb 1852

Sworn before me

Agent to the Governor

Vizagapatam

Rec'd 22nd June 1852

Rupees 24-1-4

Rupees 2

Rs 26-3-5

Rec'd Duplicate Cabooliyat

Rec'd Counterpart Patta

Rec'd Duplicate Patta

Rec'd Counterpart Cabooliyat

1850.

Rec'd 28th July

C/3 Fasly Rec'd 23rd Aug

I hereby bind myself by this letter to cause the payment of that amount with interest on the expiration of the instalments accord. ing to the conditions of the Cuddapah. If the present renter proceed to foreign Countries or in any way fail in his engagement I will be held responsible and see the conditions of the Caboolyat presented by this Renter to the Bobily Zemindar duly enforced. I preserve the power of changing the renters. As this settlement has been made with the approval of the Governor in Council of Madras, the Agent for the Government of Vizagapatam for the time being will see the arrangements as above set forth — carried out punctually and observed faithfully on both sides.

The rented Dowle fixed on these villages is Rupees 22568. If any part of the rent be left unpaid at the end of the fusly, the Agent for the Governor in Vizagapatam will take such measures for the immediate realization of the same as may seem proper. This being a permanent rent the above guarantee will be binding on myself my heirs and successors. If under any circumstances the rent should

terminate, the existing water courses will be restored to their present Manool condition and the villages returned to the Bobily Zemindar, his heirs or assigns in the state and condition both as regards Tanks and Water courses &c. as they now are.

Agent to the Governor

Draft 1 Q

To Maharajestry Rajah Swatha-
chalapully Rungarow Bahadar Ze-
mindar of Bobilly -

Caboolyet presented by Soorum-
pilly Venkatareddy inhabetant of
Vizeanagrum -

As you have granted me a
permanent Cowle to the following Vil-
lages of the Vizeanagrum Zemindary
purchased by you from Sisly 1207 or
the year Fingala at and annual Sist of
Rupees 22308 deducting Rupees 232: 3: 1
on account of a disputed Item and Ru-
pees 200 the Sist of land given by you
to Sreenevasarow Pantooloo your
Vakeel from the Sum of Rupees
252 32 · 3 · 1 fixed on the average Co l-
lections as well as a deduction of 9
per Cent from the remaining Sum of
Rupees 24,800 excluding Jeroyttee and
Inaum Cattoobadies &c all sources
and excluding the Mauniems &c of
Lands

1856
Perwanna delivered to
the Collector from the Board
Letter Fort St George
dated 22d January 1856
No 35
From The Board
to the Collector
Vizagapatam
&
The Chief Secretary
to Govt
Fort St George

Read 15th

Draft of letter written
to the Collector
Vizagapatam
Fort St George
January

Read 22d
Ex No 561.

Gods Brahmins and Merasedars
I have presented this Caboolyet -

1 Trompeala -
1 Ammuraypettah -
1 Cottavulsah -
1 Ambatavulsah -
1 Ivvanna -
1 Doonna -
1 Chintapilly pettah -
1 Laryspettah -
1 Gorjunghypulsah including Manni -

I shall pay the above amount of rent - I shall pay the above amount of each year in that year unto the Treasury of the Governors Agent in the Zillah of Vizagapatam by the following instalments to be paid to you obtaining receipts for the same -

Rupees 5,642 : : - 15th Shravana Sooda - August 15th
" 5,642 : : - 15th Aswejja Sooda - October 15th
" 5,642 : : - 15th Margasera Sooda - December 15th
" 5,642 : : - 15th Maja Sooda - February 15th
22,568 : : -

2. If any of the instalments either wholly or partly be left unpaid and a balance kept, I will pay an interest at 1 per Cent per Mensem from the expiration of the instalments - If any part of the rent be left unpaid at the end of the Fasly, the Agent for the Governor in Vizagapatam will take such measures for the immediate realization as may seem proper

3. For the due security of the performance of the conditions of this Cabooleyet, a sufficient guarantee will be separately given through the Agent to the Governor of Vizagapatam - and the conditions of the Rent will be strictly observed -

4 As you for yourself and Successors have given your assent to the Cowle of this permanent rent without objection, and as this settlement is effected with the approval of the Madras Government, the Government Agent at Vizagapatam for the time being will see the conditions of this rent strictly and punctually carried upon by both parties -

R Sheriff
Agent to the Governor

(11)

104

R.D.

Extract from the Minutes of Consultation

Read the following letter from
the Agent & the Governor
in Vizagapatam

(Revenue Dated No 35 of 22 June 1857)

1. In the above letter the Agent
& the Governor in Vizagapatam
report the completion of the
arrangements for the compromise
of all existing disputes between
the Zemindars of Vizianagaram
& Bobbily, in continuation of
his letter of 11 January ~~1856~~ 1857
recorded in Cons of 6 Feb 1857.

2. One of the chief causes of
the ill-feeling which has
hitherto subsisted between
the two proprietors, has been

1857
Revenue Dept
Letter from
Agent Vizagapatam
& Governor
Fort St George
Dated 22 June 1857
Received 30 June
No 35

Draft Letter to
Board of Revenue
Forwarding Copy
& Requesting
Report

that a number of Villages in the Vizianag^m. Zamindary have been acquired at different times by purchase by the Bobbily Zamindar. These villages are in number — it is now proposed to restore to the Vizianag^m. Zamindar, on perpetual rent of Rs 22,568 per annum; and deeds have been drafted accordingly; — the parties agree to accept the terms specified, ~~as satisfactory~~, "provided "they are approved and "sanctioned by the R.H. the "Gov^r. in Council"

3. The Gov^t have great satisfaction in learning that the two Zamindars are reconciled, & this they have already placed on record, and have no objection ~~& they must decline to~~ to "instruct the Agent for the time being to see that the terms of the proposed contract are

"Carried out in good faith ~~provided that~~ or he "in any way to interfere "in such understanding "in the private affairs of "but the right shd exist "at any future time "accuse & pro. ade to "settlement proposed "the matter at issue in the "last deeds submitted "by the Agent.

4. It is observed that the Zamindar of Vizianag^m is "styled indiscriminately "Zemindar and "Rajah," ~~and in two places only~~ "His Highness ~~the Rajah~~ "in the papers and be inscribed The Gov^r. in Council is of opinion it right to use the "but no title to such dignity should be "recognized by the Govt. unless it has been "granted before. a "to be applicable to the "Zemindar is hereby "requested not to use

that the practice be immediately discontinued.

Dispute between the Zemindars of Vizianagaram & Bobbily.

Ent
July 13.

C13 July A16 * C23

(17) R. D.

No. 754.

Extract from the Minutes of Consultation

Under date the 28th July 1757.

Read the following

letter from the Agent

to the Governor in Viza

gapatam.

(Secretary's No. 350 of 22nd June/57.)

To the above

letter, the Agent to the

Governor in Vizaga

patam reports the

completion of his ar

rangements for the

compromise of all ex

isting disputes betwe

the Zemindars of e

Vizianagaram and
Bobbily, in confir-
mation of his letter
of 11th January record-
ed in Consultation
of 6th February 1857.

2. One of the chief
causes of the ill-feeling
which has hitherto sub-
sisted between the two
proprietors, has been
that a number of Vil-
lages in the Vizianagaram
Zemindary, have been
acquired at different
times by purchase by
the Bobbily Zemindar.
These Villages, nine in
number, it is now pro-
posed to restore to the
Vizianagaram Zemindar,
on

(14)

on a perpetual rent
of Rupees 22,568 per an-
num, and deeds have
been drafted according
the parties agree to ac-
cept the terms specified
provided they are ap-
proved and sanctioned
by the Right Honorable
the Governor in Council.

3 The Govt. have
great satisfaction in
learning that the two
Zemindars are reconc-
iled, and this they
have already placed
on record, and have
no objection to instruct
the Agent for the time
being to see that the
terms of the proposed

G. Mins. Cons. 3 Feby/57 No 131.

"contract are carried
"out in good faith,"
on the distinct un-
derstanding that the
rights which may at
any future time accrue
to Govt. are to be
in no way limited
by this permission.

4 It is observed
that the Zemindar
of Vizianagaram is styled
"His Highness" in the
papers now submitted,
and the Governor in
Council deems it ex-
pedient to notice, that
the title has not
been granted and
is not recognized
by

(15)

by Government

V. R.

2 Copies to the Agent
in Vizagapatam. Circ. 29

2 — Bd of Rev.

(17)

26-7-16

Revenue 1857 Departt
Cons 28th July.

No 7514.

Extract Mins: of Cons:
of 28th July 57.

Instructing the Agent to
the Govt in Vizagapatam for
the time being to see that the terms
of the proposed Contract be-
tween the Zemindars of Bo
bily & Vizianagrum are
carried out in good faith.

No 50 & 51.

223 28th July