

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 1403	<u>Press</u> Mis.
198 199	
Dated 15. 7. 1861.	

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
15th July 1861.*

No. 198. Read the following letter from G. THORNHILL, Esq., Acting Collector of Kistna District, to J. D. SIM, Esq., Acting Secretary to Government, Revenue Department, Fort Saint George, dated Masulipatam, 11th May 1861, No. 15:—

SIR,

1. In reply to the Order of Government* calling for information regarding the truth of certain statements, contained in the petition of the Nozid Zamindar to the effect that the Parganas of Goondagoloo and Pentapad were not under attachment at the time of their sale, I have the honor to give the following explanation:—

2. The two Parganas in question were attached in the years, 1848 and 1849, and held under management until May 1850, when they were released under the orders of Government, and the Commissioner was desired to report generally upon the state of the Zamindari.

Extract Minutes Consultation, 14th May 1850, No. 475.

3. The investigations of the Commissioner were fully reported in his letter to Government, under date 27th October 1851, No. 90, referred to in the Proceedings of Government now under reply. In this letter† Mr. Elliot reported to Government that pending their orders the two Parganas had been placed under attachment; but in his letter to the Collector‡ he directed him to assume charge of the two Parganas which the Zamindar had voluntarily ceded, as a temporary measure in anticipation of the sanction of Government, and with this letter he (the Commissioner) sent the Kararnama§ executed by the Zamindar, dated 29th September 1851, as well as two Takeeds|| also written by the Zamindar to his Tanadars of the above Parganas directing them to make over at once the revenue management thereof to the Officers appointed by the Collector. The Parganas were accordingly taken charge of by the Collector under the said Kararnama on 1st November 1851, but no formal notice of attachment was sent to the Zamindar.

† Paragraph 22.

‡ 30th September 1851, No. 475.
Copy sent herewith.

§ Appendix D of the Petition.

|| Translations are herewith sent.

Ex. Mins. Cons., 3rd January 1852, No. 3.

4. The Government declined to accept the cession of the two Parganas by the Zamindar as proposed by the Commissioner, and directed their sale in the proper mode. These orders were communicated to the Collector on the 10th January 1852, with the Commissioner's Proceedings¶ of the 6th idem, No. 9. On the 14th of that month Mr. Lushington, the Collector, issued an Inayetnamah** to the Nozid Zamindar stating that the Government did not consent to the proposed cession, but directed the sale of the Estates; that the sale advertisement†† was about to be sent to the Commissioner for approval, and that even if the sale proceeds should not cover the amount of arrears, he would be entirely discharged from their responsibility on his transferring to Government the arrears of kist due to him by the Ryots.

¶ Extract herewith sent.

Paragraph 11 of the Petition.
** Dated 14th January 1852, No. 3. Translation thereof sent herewith.

†† 14th January 1852.

5. In pursuance of this notice the two Parganas in question were accordingly put up to sale on the 20th February 1852, viz., 30 days after the issue of the advertisement, and 37 days after the issue of the Inayetnamah to the Zamindar, and fell to the bid of Government for Rupees 10,000 on the same day. The purchase was confirmed by Government in Extract Minutes Consultation, 22nd June 1852, No. 593, and was duly notified to the Zamindar by the Collector on 4th March 1852, and agreed to by the Zamindar in his Kararnamah, dated 2nd April 1852.

Telugu advertisement published on 20th January 1852.

Appendix E of the Petition.

Appendix F of the Petition.

6. To recapitulate shortly; it appears that the two Parganas in question were taken possession of by the Collector on 1st November 1851, under the Zamindar's deed of relinquishment,

*Proceedings of the Madras Government, Revenue Department,
15th July 1861.*

and remained under the Collector's charge until the date of sale, but that no formal attachment took place; that the orders of Government declining to accept the cession of the Estates, and directing their sale were communicated to the Zamíndár on the 14th January 1852; and that an advertisement of the sale was sent to the Commissioner on the same day, and published on the 20th idem; that the sale took place as advertized on the 20th of February, and was in due course confirmed by the Government, intimated to the Zamíndár, and acknowledged by him.

From WALTER ELLIOT, Esq., Commissioner, Northern Circars, to T. D. LUSHINGTON, Esq., Collector of Masulipatam, dated Masulipatam, 30th September 1851, No. 475.

SIR,

1. With reference to the correspondence noted in the margin,* I have the honor to inform you that I have concluded the scrutiny into the affairs of the Zamíndár of Nozíd, directed to be undertaken by the orders of Government in Extract Minutes of Consultation, 14th May 1850, No. 475, and have effected, what appears to be a satisfactory adjustment of the embarrassments under which he has been laboring.

2. It will be my care to communicate to you a copy of the report which I am about to submit to Government on this subject. It is therefore only necessary at present to state that the Zamíndár has consented to cede the two Parganás of Pentapád and Goondagoloo in satisfaction of the public demands standing against him, and has assigned a third Pargana, that of Gollapilly, as security for the refund of certain forestalled collections derived from the revenue of the current Fasli, in the two relinquished divisions.

3. I beg to forward the original agreement signed by the Zamíndár yesterday evening, in fulfilment of the foregoing arrangements, together with two orders to the managers of the Parganás, directing them to make over these Districts to the persons you shall appoint to relieve them.

4. Although the terms of the settlement proposed by the Zamíndár are dependent for their confirmation on the approval of Government, I consider it desirable, with reference to the critical period of the season, to assume charge of the proposed cession, in anticipation of that sanction being granted. I have therefore to request that you will nominate a temporary Establishment without loss of time to replace the Zamíndár's Officers.

5. The Districts yield together an average Revenue of about 80,000 Rupees per annuam and will constitute a charge equal to that of an ordinary Táluq. It should be the first business of the Amín to ascertain the Revenue resources of the present Fasli, and it is important with reference to the second and third articles of the Zamíndár's agreement, that he should determine carefully what sums have already been drawn from the Ryots in anticipation of the current Kists, and likewise the amount disbursed on account of Takávi, or other advances for the cultivation of the year.

6. The management of this proprietor, having been conspicuous for its improvidence, and the reckless character of his agents, great irregularities will doubtless be found to exist. The selection of the person deputed by you to receive charge, and on whom the duty of the above examination will devolve, should be guided therefore by a reference to the responsibility attaching to such employment.

7. I beg to enclose certain petitions† lately received from the inhabitants of Pentapád, &c., and having reference to the above circumstances.

8. The Naib Saishtadár of Guntur Chekrapáni Raú, who was deputed by me in April last, to investigate certain balances which accrued under a former attachment, and which by

*Proceedings of the Madras Government, Revenue Department,
15th July 1861.*

the sale of the Ellúr Estate in Fasli 1253 then became the property of Government, has collected a large amount of information regarding the two Parganás which will prove highly useful, and which I will direct him to communicate to the new Amín.

Translation of a letter from Rájá Sobhanádri Appa Ráu Bahadúr, to Doodagadapa Ramanna, Puntoolu, Tanadar of Goondagoloo Parganá, dated Bandar, 29th September 1851.

1. As I have ceded to Government the two Parganás of Pentapád and Goondagoloo belonging to my Zamíndári, in satisfaction of the arrears due by me to them, you are required to deliver over the entire record of the Goondagoloo Parganá which is within your charge, as well as the management of the same to the Tahsildár appointed to that Parganá by the Collector of the Bandar District. Obtain a receipt for the same, and come to the Huzúr.

2. You are aware that I have forestalled a certain sum of money from the Ryots of the said Parganá promising that it will be reimbursed under the kist of Fasli 1261; you will produce the several Ryots to the Tahsildár appointed by the Collector, with reference to the amount obtained from each of them, and communicate the total amount of the same by means of an account.

3. I have advanced Takávi to the Ryots on account of the cultivation for Fasli 1261; you will, therefore, produce the several Ryots to the said Tahsildár, and forward to me an account of the same.

4. As I have henceforth relinquished the right of the said Parganá to Government, you will inform the people of all the villages, that Government is the successor to the arrears outstanding against the Ryots during the time the Zamíndári was in my hands, but that I have nothing to do with the same.

(Signed) RÁJÁ SOBHANADRI APPA RÁU, Bahadúr.

(True Translation.)

(Signed) G. THORNHILL, Acting Collector.

N. B.—A counterpart letter was addressed to Kaledindi Alchata Ráu, Puntoolu, Tanadar of Pentapád.

Extract from the Proceedings of the Commissioner for the Northern Circars, dated Martur, in the Guntur District, 6th January 1852, Revenue Department, No. 9.

1. Resolved that a copy of the foregoing Extract* Minutes of Consultation and of the Commissioner's† letter to which it is a reply, be communicated to the Collector of Masulipatam with reference to his letter of the 27th May 1850.

2. The Government having decided that a legal title to the Districts resigned by the Zamíndár of Nozíd can only be obtained by going through the forms of a sale, the Collector will be pleased to publish the necessary advertisements for the sale of the Parganás of Pentapád and Goondagoloo within 30 days after the advertisement may be expected to reach the Commissioner's Office. Mr. Lushington is further requested to communicate to Sobhanádri Appa Ráu, the expression of the opinion contained in paragraph 5 of the foregoing Extract Minutes of Consultation, and at the same time to explain the object and intention of the course of proceeding now adopted.

3. When the sale has been completed, the Collector will call on the Zamíndár for a formal resignation of all his claims of whatsoever description on the Ryots, and he will then be good enough to report the amount of balance which may still remain outstanding after deducting the sale proceeds, for ultimate adjustment in the manner pointed out by Government.

4. Should the Zamíndár not have discharged any part of the forestalled collections of the current Fasli levied by him in the ceded Parganás, Mr. Lushington is requested to warn him that another Parganá will be attached and brought to sale for their liquidation. The date originally fixed for the final settlement of this demand was the 15th May; should any portion

* Nos. 91, 296, 303, 885 1147, 1612, 1613, 1616, 1805, 1878, 1902, 2158, 2182, 2183, 2446, 2492, 2539, 2687 and 2691 of 1851.

* 3rd January 1852, No. 3.
† 27th October 1851, „ 90.

*Proceedings of the Madras Government, Revenue Department,
15th July 1861.*

remain due on the 5th April, the Collector will at once proceed to attach the Gollapilly Parganá, or any other part of the Estate which he may consider more expedient, and submit the usual sale advertisements.

(A true Extract.)

(Signed) WALTER ELLIOT, Commissioner.

Translation of an Inayatnamah issued by the Collector to Rájá Sobhanádri Appa Ráu Bahadúr, Zamindár of Nozid.

Dated 14th January 1852.

1. It appears from the Extract from the Proceedings of the Commissioner for the Northern Circars, dated 6th instant, that Government taking into consideration the fact of your having tendered to him a Razinama, under date the 29th September 1851, agreeing to resign to Government the Parganá of Pentapad and Goondagoloo, in satisfaction of the arrears, Rupees 2,20,318-7-5 (including principal and interest) due up to Fasli 1260 on them, and the Weyoor Estate belonging to you, have with a view to prevent the possibility of raising hereafter any disputes in any place, issued instructions to have the said two Parganá sold by auction according to Regulations, and to apprise you of the following circumstances, consequently an advertisement be forwarded to the Commissioner. Should the arrears of Peshkash in question be, by so doing, not satisfied in full by the sale proceeds, there will be no objection to absolve you from the remaining arrears of Peshkash, if you will transfer to Government the debts outstanding against the Ryots on account of your management in the said Parganá.

2. As the Government, at the sacrifice of a large Peshkash amount due to them, and to pro-rassment, and render you happy, you have no reason to expect further indulgence from Government. You will have foreknowledge that in case of your failing to pay punctually in future, the Peshkash amount due by you to Government from the current year on the Weyoor Estate remaining in your possession, your Estate will doubtless be immediately attached and brought to sale.

3. Furthermore, the condition stipulated in your Razinama for the annexation to Government of the Gollapilly Parganá pledged by you, in the event of the amount of collections for-estalled by you in the Pentapad and Goondagoloo Parganá, for Fasli 1261, not being paid to Government according to the two instalments agreed to by you, is not admitted, for the same reason under which the private transfer made by you of the said two Parganá is not permitted by Government.

4. Should you not therefore discharge, according to the instalments, the amount that may in the future inquiry be found to be due by you on account of the same, either the said Gollapilly Parganá, or such other part of your Estate as will suffice to cover the same, will be attached, and an advertisement for its sale be issued, on a date 40 days before the 15th May 1852, which is the second instalment; and if you do not discharge the said amount even on the said 15th May, the sale will take place on that date. These circumstances are therefore stated for your information.

BEZOARAH, 14th January 1852.

(Signed) T. D. LUSHINGTON, Collector.

(True Translation.)

(Signed) J. THORNHILL, Acting Collector.

No. 199.

ORDER THEREON, 15th July 1861, No. 1,403.

The Government have carefully considered this memorial and resolve to inform Rájá Sobhanádri Appa Ráu, Zamindár of Nozid, that his application for the restoration of the Pentapad and Goondagoloo Parganá cannot be complied with.

(Signed) C. G. MASTER,

Deputy Secretary to Government.

To

His Excellency The Honorable,

The Governor in Council,

Fort St. George,

yes yes yes

The humble Petition of Rájá Sobhanádri Appa Ráu Bahadúr, Zamindár of Nozid in the Kistna District.

Respectfully Sheweth,

That with every degree of respect and submission, your Petitioner respectfully begs permission to submit in the following paras the open injustices which your Petitioner had experienced in the hands of the late Commissioner for the Northern Circars Mr. Walter Elliot with a hope that your Excellency in Council will be pleased to take the same into your due consideration and render justice as the case duly deserves.

1. That during the minority of your Petitioner, his Estate the Nozid Zamindari and the Surplus Funds were under the management of Court of Wards. When your Petitioner's Grand Uncle Rájá Venkatana-rasimha Appa Ráu Bahadúr the then Nedadavole Zamindar applied to the Collector of District Mr. Roberts to grant him a loan of a certain amount from the above advertisement

Surplus

Surplus Funds, which was complied with, with the sanction of the Court of Wards, and a Bond for the amount was then executed in the name of the said condition of repaying the debt by an Annual Instalment of Rupees 50,000, together with its accrued Interest at 12 per Cent per Annum, and the permanent Sum of the Nedadavole Estate was on that occasion mortgaged to guarantee a due discharge of the debt in question. - The liability was accordingly partly satisfied by the late Rajah Venkatanarasimha Appah Row Bahadur, after his death by Circar, and by his adopted son Rajah Narish Appah Row, and ultimately there stood a balance against the last mentioned person including Principal and Interest to a sum of Rupees 500,539-4-4. on account of the said debt. When the above said Rajah Narish Appah Row Petitioned to the then Collector, the Board of Revenue, and the Government to make your Petitioner agree to take Pentapand, Goondogolnos Purganahs and Chevendra Mootah in full liquidation of the above adverted demand, which your Petitioner at the requisition of those authorities, had accordingly consented to, relinquish. - ing at the same time even the high claim which your Petitioner was then carrying on to establish his right for the whole Nedadavole Estate in virtue of the last will and Testament left by Rajah Venkatanarasimha Appah Row the elder widow of your Petitioner's above said Grand Uncle Rajah Venkatanarasimha Appah Row Bahadur, because he your Petitioner always wished and continued so to abide by the directions of the Authorities

In Fushy 1253

27th October 1843.

Vice Encl: A.

authorities. - whereupon they the Authorities transferred to your Petitioner the above adverted portions of the Nedadavole Estate. -

2. That your Petitioner subsequently settled with his cousins Rajah Simhadry Appah Row Bahadur and Rajah Venkatanaray Appah Row the sons of your Petitioner's late Uncle, to take for themselves the above adverted Chevendra Mootah and to enjoy the same by paying its Peishush, in lieu of the allowance ordered to be paid to them by your Petitioner, while the remaining portion, i. e. Pentapand and Goondogolnos Purganahs were fixed with a permanent Peishush of Rupees 6,545, and a permanent Puttah was then granted by the Authorities.

3

That in consequence of the draught and famine which occasioned in the year Mundeun, the above said Pentapand and Goondogolnos Purganahs were so much reduced and never realized at least to cover the Government Peishush for three successive years, vizt, from Fushy 1253 in which the above Purganahs were transferred to your Petitioner, upto Fushy 1255, that he was obliged to raise loans from Sowcars and discharge the Circar Peishush. - And as your Petitioner since executed repairs at the expense of large sums of money, and granted Succavy to the Ryots, the Purganahs were in the course of improvement, but not so much as to meet to satisfy the above said liability contracted on account of Peishush or at least to cover the Government Peishush in full, that it latterly resulted that the

Liability

liability in question was growing in, one hand, and the Purganahs together with wooyoor Zamin were attached by the Collector for arrears accrued on the other hand.

4 That your Petitioner thereupon submitted a petition dated 12th November 1849 to Mr. Walter Elliot the then Commissioner for the Northern Circars, while in that Gentleman to release the Estates of your Petitioner from attachment, and to allow your Petitioner to discharge the amount of arrears in four equal instalments together with the successive annual Peishchah, when that Gentleman, aware, issued orders to the Collector of the late Masulipatam District, to release the above said wooyoor, Pentapade and Goondogolnoo Purganahs from attachment, without making any abatement in regard to the arrears due, and the Collector thereupon had accordingly released them * Vide Encl. B. on the 5th June 1850.

5 That some time after when the Commissioner visited this District, your Petitioner waited upon him and represented the unproductiveness of the wooyoor Zamin, and the circumstances connected with the recent transfer of Pentapade and Goondogolnoo Purganahs in full liquidation of the debt of five lakhs of rupees, and their poor condition as they were all along situated without realising even to cover the Government Peishchah, and repeated further his request to permit him so as to discharge the arrears by

by instalments, when that Gentleman replied that he was already aware of the circumstances of the then wooyoor Sheristadar Soudereghery Ramanooj Rowleson the Tifabady Cowle list by one lakh of Rupees than the amount of the quinquennial Tifabady Cowle executed with the free consent of the Ryots in favor of your Petitioner upto July 1854, for wooyoor and Madoor Purganahs, and that he will give credit so lessened amount in the sum of arrears due to Government by your Petitioner, and further added in one word that he will try to support this ancient Zamindari from all accidents, and directed your Petitioner thro' an Inoyetnamah to submit a detailed statement shewing the amount of the actual produce of the above said two Purganahs, the amount of Collection, the amount paid on account of Circar Peishchah, and the expenses incurred on account of Sibbundy wages, Tuccavy and repairs &c from the day of their transfer to your Petitioner, which was accordingly prepared and submitted to the Commissioner and at the same time expressed to that Gentleman that he your Petitioner was cognizant that he expected no safety unless he had discharged the arrears due, and therefore that he is trying to meet the same by collecting so much as he could from the balance due against the Ryots, and for the rest by raising a loan from abroad, in reply to this expressed representation, the Commissioner Mr. Walter Elliot, ordered that your Petitioner need not engage in such endeavors until he has issued orders on

on the subject to your Petitioner.

6. That while the case stood thus, the Commissioner for the Northern Circars strictly ordered that your Petitioner should transfer at once to Government Pentapond and Goundoo golnoo Purganahs by a written Hararnamah for the arrears of 2,20,000, and odd rupees then due against wooyoor and Pentapond, and further added that in the event of your Petitioner failing to accede to this requisition, that he the Commissioner will surely make your Petitioner to forfeit his whole Estate and part the same fate of Rajah Nardiah Appah Row whose Estate, Vizt., Nadadavole and Bahur. Zully Purganahs of an Annual Peishcut of Rupees 12,000, were sold and purchased for Government to a sum of Ten thousand rupees. Your Petitioner then represented that he is a person encumbered with a large family, that he always continued to abide by the orders of the Ruling Authorities with a view to secure their Grace, that the Purganahs in question were transferred to Petitioner in full liquidation of a debt of five lacs and odd rupees, and that in the event of the said sum of five lacs and odd rupees have been paid up to Petitioner in ready money from the public Treasury as was originally agreed to, it would have been by this time increased to nearly ten lacs of Rs. as a capital Fund for your Petitioner, and further added that tho his request for being allowed to discharge the arrears by instalments is not granted, yet that he will try to meet the circar demand at any rate.

this

*Vide Encl:
D.

this the Commissioner never heeded to, but with an unaltered spirit ordered that the above said two Purganahs should be at once transferred to Government. Your Petitioner thereupon seeing that his solicitations were vain, and with an apprehension that a further representation on the subject, or a slightest delay on the part of Petitioner in obeying to the orders of the Commissioner would most assuredly bring him to the same fate of the Nadadavole Zamindar, who once in fair copied the Hararnamah from the Draft prepared by one of the Goomastahs of the Commissioner's Office, signed and presented to that Gentleman at the same moment and in the same spot, transferring thereby Pentapond and Goundoo golnoo Purganahs to Government. Notwithstanding this open injustice, an Inayatnamah dated 4th March 1852 was again sent to Petitioner together with a Draft Hararnamah from the Collector of the late Masulipatam District, intimating thereby that the above mentioned two Purganahs were sold in a public sale as per orders of Government, and were purchased for Rupees 10,000, in the name of Government, and that in the event of your Petitioner forwarding a Hararnamah executed and signed as per the Draft therewith sent, transferring his /Petitioner's/ right and Title to Government for the balance due to him from the Ryots of the above two Purganahs, that the remaining balance of Peishcut Amounting to Rupees 2,10,000, will be granted a remission - as your Petitioner was not aware what the Commissioner had reported to Government on that occasion, and as he was already laboring with the open injustice practiced against him by that Gentleman.

in taking a *Hararnamah* from Petitioner by forcible means, he was thrown into a still greater apprehension that any reluctance on his part in forwarding the latter mentioned *Hararnamah* also would certainly involve him by way of raising a further demand for the balance Rupees 21,000, and thereby the remaining portion of Petitioner's Estate also would be snatched away from your Petitioner, because the Commissioner having more than once openly promised that he will take care that this ancient *Gundary* supported from all accidents and dangers, failed again, and never doubted in the least to cause the two *Parganahs* of *Pentapond* and *Gondongolnoo*, which as he was aware to the best of his knowledge were transferred to your Petitioner for a debt of five lakhs and odd Rupees, to be sold at once for Rs 10,000, and in consequence the *Hararnamah* was fair copied as per the sent Draft, signed and sent to the Collector together with an *arzee* under date the 2^d April 1852, in which your Excellency in Council could clearly perceive that neither the former *Hararnamah* nor the latter one, were executed and presented with your Petitioner's free accord and consent, but one and both were taken from him by the force of the Authority of the Commissioner without allowing Petitioner to move out at least for a single moment from the Commissioner's presence.

With a view that your Excellency in Council may at a single glance conceive whether your Petitioner is justified in saying that the Proceedings of the Commissioner against your Petitioner were wilfully unjust and against the principles of Law and Regulations

Regulations as well as to the orders of Government, he takes the liberty to submit certain observations in this and in the following paras, and respectfully solicits a particular attention for the same. First - It is a known fact that this loan was originally lent to the late *Rajah Venkatanura* - *Simha Appah Row Bahadur* while your Petitioner's Estate and the Surplus Funds were under the charge of Court of wards upon the responsibility of Government, which eventually rose to Rupees 500,539.4-4, including on principle and interest, and the Government more than once in their Extract Minutes of Consultations dated 12th June and 20th July 1851, declared that this amount of debt should be treated with a better consideration, and discharged earlier than the Government *Paishankh*, because they were fully aware that a portion of Petitioner's funds was lent out upon their own responsibility while he was a minor. Such was the case. At the representation of the present *Nadastawole Zamindar Rajah* - *Marriah Appah Row*, Government were consented to redeem him from the debt, and compelled your Petitioner to accept the above named two *Parganahs* and *Cheverdra Inoottah* of an annual *Paishankh* of Rupees 68,000, in full liquidation of the whole debt of the above said amount as proposed by the said *Rajah* - *Marriah Appah Row*, because he pleaded his inability to discharge the said debt in hard Cash.

8 To convince your Excellency in Council more fully the open injustice to which your Petitioner was made subjected from the very beginning, he begs to bring to your Excellency's notice a further remarkable event, that when the whole Estate of *Nadastawole Zamindary* comprising *Nadastawole*, *Baharyully*, *Pentapond*, *Gondongolnoo*, *Umberpettah* *Parganahs* and *Cheverdra Inoottah* of an annual *Paishankh*

Peishch of Rupees 2,10,000, was brought to a public sale in one lot for a debt of Ten Lakhs and odd Rupees i.e. Rupees five lakhs and odd arrears of Peishch then due to Government, and your Petitioner's debt of the same amount was at once purchased by Government for eight lakhs of Rupees because the whole Estate was sold in one lot that none could possibly come forward to purchase that extensive Estate in one lot at the expense of a large sum of money. Had individual Purganahs or Moottahs, it would have been quite convenient to everyone to purchase them, and the sale then would so as to meet the full amount of demand of that day, and the Government would have also secured on that occasion the arrears of five lakhs of Rupees in ready hard Cash, while your Petitioner would have at the same time either purchased such portion of the Estate of an Annual Peishch of Rupees 105,000, for his equal debt of five lakhs of Rupees or would have also assuredly got his said debt in hard Coins from other purchasers. Now then there will be no loss to your Petitioner as is now in this instance. The Government having detailed, they granted a remission of the Circular arrears amounting to five lakhs and odd Rupees, and restored the Estate to the Zamindar, transferring from it to Petitioner Pentapand, Goondoozbluoo Purganahs and Chevendra Moottah in full liquidation of his above adverted debt due by the Nadastavole Zamindar, to which your Petitioner consented for the following reasons. First, That it is essential to secure the good will and Mercy of the Ruling Authorities by abiding

abiding by their orders - 2nd That the transferred portion being also a part of the Appah Row's ancient family Estate - and 3rd That the Ruling Authorities will positively secure and maintain that portion to Petitioner and his descendants from generation to generation.

9 It is essential to add here for your Excellency's information that had the said debt been realized to your Petitioner in hard Coins in Fushy 1253 in which the above said Pentapand, Goondoozbluoo Purganahs and Chevendra Moottah were transferred to Petitioner in satisfaction of the debt in question, it is quite clearly perceivable that your Petitioner would have increased it by Fushy 1260, in which they were taken forcibly by the Commissioner, to nearly Ten Lakhs of Rupees at an interest of 12 per Cent per Annum as it was the rate fixed by Government when the money was originally lent by them to the late Rajah Venkatarasimha Appah Row Bahadur, and then your Petitioner would never be a vain looser as he is now consciously made by the Commissioner.

10. Your Excellency in Council will be clearly aware that it is lawful and was a standing practice according to the spirit of Regulations and orders of Government throughout British India, that whenever an Estate falls into arrears, that the same will be attached, and a notice of demand will be sent fixing in it a certain limited period with a condition that if the demand is not satisfied within such fixed time, that either

a portion or the whole Estate sufficient to
make good of the arrears will be then sold
in a public sale, and that the slightest
deviation from such practice and ob-
servance is really a breach of Law and
justice. Your Petitioner begs to submit
that the Commissioners seemed to have
entirely forgotten that part of the Rules
in regard to your Petitioner's Estate
in question, and therefore that Gen-
tlemen at once with the spirit of his
authority caused to be sold in one lot
the two Parganahs of Pentapand and
Goonellogolloo without previous attach-
ment, while the Parganahs in question
were together with Chevendra Moottarham
were transferred to your Petitioner by the
Authorities for a debt of five lacs and
odd rupees, for ten thousand Rupees.
as Chevendra Moottarham of an Ammal
Peishcash of Rs. 6000, was given up by Pe-
titioner to his Cousins. Notwithstanding
this, that Gentleman further obtained a
Kararnamah to say that the balance
which stood against the Ryots of those two
Parganahs in favor of your Petitioner from
Fusly 1253 to Fusly 1260. is made over to
Government as already detailed in para-
6 of this humble Petition. Your Petitioner
had not attempted up to this time to re-
present and submit this his humble
appeal to Government because he was
afraid that any such appeal would
enrage

Pro: of the
Madras Govt.
dated 21st Jan.
-uary 1860
No 109.

enrage Mr. Walter Elliot that he would
thereby still endanger your Petitioner as
that Gentleman had practiced so much
wilful injustice against your Petition-
er while as Commissioner for the Nor-
thern Circars, being subsequently also a
Member of Council in Government which is
the appellate authority, and further as no
justice was rendered until lately, i.e. after
the lapse of eight years for the very like
injustice done by the same Commission-
er to Rajah Narraiah Appiah Now the
Madras Zamindar altho he had
repeatedly applied both to the Madras, and
Supreme Governments as well as
to the late Honorable Court of Directors.
11. Your Petitioner further respectfully
begs to submit that from the time of Petitioner's
father the late Rajah Ramachendrar Appiah
Now Bahadur, and after his death, Petiti-
oner himself, for the last 30 years,
never ventured to trouble Government
with any request of soliciting for a re-
mission or the like, neither the Ruling
Authority have ever conferred within
the above said period, such favors to this
Zamindary at their cost, as they did to
several other Zamindars, either by grant-
ing remissions, reducing Peishcash, and
restoring Estates after once purchasing,
in the name of Government for arrears

due

due against them when the circumstances of cer-
-tain Proprietors became thus involved. And
as regards to your Petitioner's case at this juncture.
-~~Now~~, altho it would have been just on his
part to apply for a remission, because it is
clearly perceivable that the above two Purgan-
-nahs of Pentapand and Gondooogolnos were
not fruitful and never realized even to cover
their full Amount of the fixed Pishchuk
as already detailed in para 3, yet, even then
he never felt the means of soliciting
for a remission, and on the contrary he
continued all along, and still continues to
say that he will pay up the arrears; but on
owing to the exigent circumstances of the
time occasioned by the unexpected draught
and famine happened in the year Mundana,
and the unseasonable state of certain other
years, alone compelled your Petitioner to
solicit the Collector and the Commissioner
to allow him to discharge the arrears by in-
-stalments. This solicitation it may be op-
-tional with the Commissioner either to com-
-ply with or not. Had the Commissioner at
once expressed his unwillingness to grant time
risk discharged the arrears lest he be subjected
thus to all such unlawful losses and unneces-
-sary troubles. Further even on the occasion
when the Commissioner sent orders to the Col-
-lector to release the attached portion of your
Petitioner's Estate without any advantage either
of the arrears due to Government, or your
Petitioner's

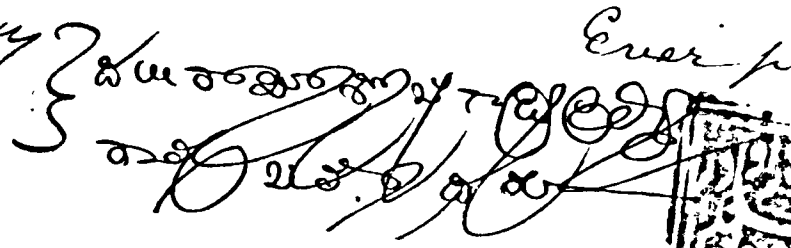
Petitioner's solicitation to grant him time, he ¹⁰
Petitioner never in the least suspected the
motive of the Commissioner; but relied upon
that Authority to be of pure motives, and expect-
ed in vain that that Gentleman would with
reference to Petitioner's request, surely stipen-
-diate certain measures subsequently in res-
-gard to the realization of the arrears due. -
Again it is left to your Excellency in Coun-
-cil alone to judge how unjust it was on the
part of the Commissioner to order not to at-
-tempt to discharge the arrears until he had
issued orders when your Petitioner personally
visited that Gentleman in Bunder and
declared that his conscience dictates to him
that he expected no safety unless he had paid
up the arrears due as already detailed in
para 5 of this humble Petition. Consequently
your Petitioner has to submit in one word
that he was not at all aware the hidden
motives of the Commissioner to injure and
do harm to this Ancient Zamindari; but
was really frustrated and disappointed with
the vain promises of that Gentleman.
12 By the foregoing circumstances it is
clear that the above named two Purganahs are
in no way profitable, and they do not even now,
the since Government have constructed
Godavery, Annicut and dug Canals, produce a pro-
-fit after covering their fixed Pishchuk so much
as to meet the Interest derivable upon the
five lacs of rupees for which Amount they
were transferred from the Nadadavole Zamini-
-dar, because three-fourths of the villages of those
two Purganahs are situated on the north of the
Annicut Canal to which no assistance of water
is renderable by the Annicut. while the re-
-maining one-fourth is situated on the south
side together with the Bahurghully Purganah
of the Nadadavole Estate which are well watered
and supplied by the Annicut that it is there-
-by

Please see
para 6.

the one-third Interest is derivable as above detailed.

13 Under these circumstances your Petitioner respectfully solicits that your Excellency in Council will be pleased to take the foregoing circumstances together with the previous records into your Excellency's due consideration and render justice as the case lawfully deserves by restoring to Petitioner the above mentioned two Parganahs which were most unlawfully taken away from Petitioner's possession by the Commissioners.

14 For which act of justice, your Petitioner and his whole family together with his dependants will, as in duty bound.

15 January 1861 }  Ever pray.


To

Shri Venkateswara Duttacharya Rajah Solhmanahy Appah
Now Bicharoor. Zamindar of Wodgool &c. Sullamohor

The two Parganahs of Pentapand and Goin-
doozolnos having been sold in a public sale by the
orders of Govt. on account of arrears of Pishkush
amounting to Rs 220,318-7-5, due against Wodgool
and Pentapand Zamindaries upto the end of Fudly
1260, the above said two Parganahs of Pentapand
and Goindoozolnos were purchased in the name
of Government on the 20th of last month for Rupees
10,000.-

Deducting the amount produced by the said
sale, there remains a balance of Pishkush Rupees
2,10,318-7-5.

In the event of your transferring to Govt. all
such demands which may stand against ^{the} Ryots of those
two Parganahs in your favor until Fudly 1260, the above
adverted balance of Pishkush may be remitted.

Therefore a Draft of a Fararnamah which
you should in such case submit, is herewith sent,
and you are required to fair Copy the same, affix to
it your signature and seal, and if forwarded
as early as possible to my Doozoon, then I will
recommend to the Commissioner for the Northern
Circars to grant you a remission of the above
said amount of balance of Pishkush In Kam
Ellora dated 4th March 1852.

Signed R. J. Porter.
Collr.

Signed Rajay Ramiah
Dy. Sheristadar

1852 of 1851

Shri Venkateswara Duttacharya Rajah
Solhmanahy Appah
Now Bicharoor. Zamindar of Wodgool &c.
Sullamohor
Dated 11th Aug 1851
W. J. Porter

Signed Leonard Gregory Ramanogji Bhowani
Kaddi Sherata Dan

5. Due to

The respectful Petition of Rajah
Sobhan Chandra Bahadur
Saigamindar of Sonjib, Cooch Behar
to His Majesty the Emperor of India

I have the honor to acknowledge the receipt of your letter of the 11th inst. and in reply to inform you that your petition has been respectfully solicited that you will be pleased to take into your due consideration the detailed circumstances herein above described as concerned to my Estate, and try to support it from all accidents and dangers. My late father having obtained from Govt a permanent Cowl for Wooyoor Zamindary, and enjoyed it for certain number of years and de- parted this life, as I was then aged two years old, my Estate was taken under Court of Wards and myself under their protection from July 1225 to July 1239, during which period they were managing the affairs of my Estate. In July 1240, as I was out of majority, my Estate together with the surplus funds and the produce of the current July, was made over to me by the Court of Wards. Subsequently in the July 1242, as there happened a great Drought in the year Hindama in this part of the Northern Country, Men and Cat- tle were greatly reduced, and in consequence the Wooyoor Zamindary fallen in a decayed as regard to Cultivation and the list fell in short. As I was then a possession of the funds which the Court of Wards delivered to me at the time of making over of

Had all the Chattri of my Gaminclary and
somevarum are included with amount of Panchesh payable
by me, yet it has been continued all along as a debt of honor
and therefore Rs 5000 which ought to get is not recovered - this I have
represented both to the Collr and the Board of Rev. this Petition. But no
orders are yet passed and I will submit a separate detailed Pe-
tition to your Honor on that subject.

I further state that by Ramu Row the Proprietor
of Mooringou, Mootah in Coarasa District is indebted to me as
per the Decree & Rajdamanah of the Court No 26960, which is not
recovered yet. The Deputy Gaminclary is indebted to me as per Court
Decree No 30169 - 15-13, which became not to pay to me, and the other
claims amounting to Rs 77481 - 2-0-0, due to me by the Baynasa Gamin-
clary, Phascomen, Sidiagany, Pather, Dyp & others are not recovered
as that Gaminclary is now in Coarasa, the money due to me against
that Collr is now realized to me. Besides this, there is a be-
lance outstanding in my favor against certain Inokhasa and
Aggraharum villages to a sum of 6000 Rupees, which I have
paid up the Govt Panchesh in which the Bill Mootah Be-
ray of those Inokhasa & Aggraharum villages is included
by which also I am subjected to a loss. In the event of
your bringing the foregoing circumstances into your due con-
sideration, you will be convinced that Rs 68,000 fell
in arrears at the close of July 1255 because the same due to me
by people have been detained for the purpose of looking after the
and realizing was subjected to such losses. I should also not in-
tentionally wish to increase the arrears against me.

It is also to be noted that by the state of the Collr's
the reduced state of this year, I most earnestly beg that you might
allow and permit to receive from me the above adverted balance
by instalments because it is not a matter of great consideration
to Govt who is so fortunate.

I am already subjected to a great loss owing to
these two Pungamats being in debt, and by its being still so poor.
Longer period would still involve with the additional ex-
penses of Sidiagany, Chargo because the Arrears officials never took
so much interest in the welfare of the Estate.

It is clearly perceivable that the return
in the Estate is hardly sufficient for the current year's Panchesh
(I consider it improper to augment still the Arrears demands
against me and therefore I beg to represent that I will discharge
the same at any rate up to the close of the fiscal, and most earnestly
solicit that I may be permitted to discharge the above adverted
arrears in four equal instalments, i.e. from July 1260 to July
1263, in the months of June of each successive fiscal, and
to take a Harasmanah also from me to that effect. By so doing
the Arrears demands will be satisfied & I will also be brought
to some comfort, & thereby you will retain your Honor's name
for ever at this part of the Country.

It is quite clear that Panchesh demands
of Golw's Estates since their transfer to me never realized even to
Cover

cover the temporary Panchesh ^{fixed} upon them, I solicit that the Ar-
rears added to that amount of arrears may be expended because
it is the part of the Panching authorities to protect Gaminclary of
my description when they are reduced as the Govt did in the
instances of several Proprietors by allowing sums of money from
the Public treasury to discharge the debts of people abroad and to
maintain their respective Estates.

As my above humble request must be granted
by your Honor, I sent now like a request to the Collr requesting that
gentlemen to forward the same to your Honor with his favor-
able recommendation on the subject, and in the mean-
while I submit this thro my Vakeel to your Honor that you
will bear in mind and sanction the request when the Collr
forwards my said Arrears with his recommendation. And
further I solicit that you will have mercy on me and
comply with the solicitations I have requested. For which
out of mercy I shall ever be in duty bound.

12th November 3
1849-3

Ever pray-

Handwritten text in a script, likely Telugu, at the top of the left page.

Handwritten text in a script, likely Telugu, in the middle of the left page, with some vertical markings.

Handwritten text in a script, likely Telugu, on the right page, consisting of several lines.

Handwritten signature or name in a script, likely Telugu, located below the main text on the right page.



Handwritten text in a script, likely Telugu, located below the signature on the right page.

Acknowledged to the Intendant
at Mysore this 2nd January 1861
H. M. Moullick
Esq.

2408

Prinz von
Sachsen

[illegible]

No 63

The Honourable Talukdars Trusthoree Rajah Sa.
- Chaudry Appah Row Bahadur Zamin
- dar of Nooceedka Sullamohoo -

The Purgana of the Nadadavole
Zamindari having been purchased by Govt
on account of Peishwah due against it and
the amount of debt due to you by the Neda-
davole Zamindar, the Govt have granted
to you from the said Zamindari Penta-
paur, and Goondoooolnoo Purgana and
Chevenora Mootah in full liquidation of
your debt as per your request, and fixed
a Temporary Peishwah of Rs 68,000, from
Fusly 1253 until a permanent Peishwah
being fixed after the preparation of the Sub-
Division accounts - this arrangement the
Board of Revenue have approved and sent their
Proceedings, a Memorandum for discharging
the said Peishwah, by monthly instalments being
herewith sent, you should continue to send
to my Treasury each instalment as
therein fixed without failure in each year
until a permanent Peishwah is fixed and
further intimated to you. - Inokam Kullupully
27th October 1843. Signed / R. T. Porter.
Collector

Signed P. Ramanujulu Row
Chariadur.

Exej Hamanah. P. Zabolnevis

[The following text is written upside down and is largely illegible due to extreme blurring and poor scan quality.]

Submitting in reply to the order
of Gov^{rs} of 2nd May 1860. 1st 981, ex-
planation regarding the attachment
of the 2nd Pergamas of Pentapart and
Gundugolam.

The Court have carefully considered this Memorial and resolve to inform Raja Sebnadri Appa Rau Zamindar of Bozard that his application for the restoration of the Putalpat and Seemadgolur Parganas cannot be complied with.

Spekulation Collection of the Kistner Disch. Eig. 10

191403.

Proceedings of the Madras Government.

Under date the 15th July 1861

Read again Petition from
Raja Subhanadri Appa Rao
Bahadur, Zamindar of Mo-
zide, in the Pishur District
dated 2nd May 1861, and ac-
corded in the Order of Com.
of 2nd July, & 1st 1861. -

Read also the following letter from the Collector of His Majesty's District. -

This is a petition from Sobanadri Appa Rao, Zamindar of Nozged in the Nizam District; and its object is to obtain the restoration of the Parganas of Pentapad and Gondagoluo, which were sold for arrears of Revenue, and purchased by Govt in 1852.

In the first three paragraphs of his petition the Zamindar briefly sketches his history & the mode in which he became possessed of the Parganas in question, which had, at one time, formed portion of the Hidadavole Estate. There is nothing to be objected to in this sketch as far as the historical part of it is concerned.

In para 4 the Petitioner lays stress upon the alleged fact that the two Parganas were given him in exchange for Rs. 4,56,000 of the debt due to him by the Hidadavole Estate.

In paras 5 and 6 he dwells upon the circumstances preceding and attending the sale now complained of: and in the remainder of the petition he examines in detail four points, in all of which he considers that he has been unjustly treated.

These will now be examined separately -

1. The Proceedings connected with
the attachment in 1847-8.

Petition
P. 5. 8.

Part of
Petition
P. 5. 8.

Appendix B. to the present petition, is
the same petition which accompanied
Mr W. Elliot's letter of the 26 April 1850
No 55. In that letter the Commissioner for the
Northern Circars reported the attachment
of certain portions of the Hooged Zamindary
for arrears of revenue amounting to Rs.
1,08,114 * 1/10 (including interest) and which
had been accumulating since 1845-46. In
the ordinary circumstances, the Commis-
sioner stated, that, he would have felt no
hesitation in bringing the property to
once to the hammer, but his reason for
making a reference to Govt was because
of the peculiar nature of the transactions
which had taken place in previous years
between the Estate and Govt.

P. 5.

Petition

During the minority of the present pro-
prietor of Hooged in 1825 a considerable
amount of surplus revenue accumu-
lated under the management of the Court
of Wards, and by way of a profitable in-
vestment 3 lacs of rupees were lent
with the sanction of Govt to the head
of another branch of the family named
Venkata Narayana Appa Rao, Zamindar
of Nedadavole to be repaid in six annual
instalments. After discharging two
only of these this person died, and his
Estate was taken under the Court of
Wards, but scarcely any further progress

was made in the attainment of the
Hooged claims till 1835. When Sir F. Adam
during his tour in the Northern Division
having taken up the question, found
that the sum with interest had
swelled to Rs. 4,04,234, and an arrange-
ment was made for its liquidation
by eight annual instalments. The Estate
which had continued under attachment
was thereon released, and three instalments
paid, but the Zamindar as usual failed
in his engagements, and another plan
was proposed for the liquidation of
the debt by the cession of about $\frac{1}{3}$ of
Nedadavole to Hooged in full of all
claims. At this time the debt amounted

Arrears of
Peshkash... 3,04,020
Private debts
about... 1,10,500
Hooged
debt... 4,51,964

8,65,484

to 4,51,964 Rs. and the
other liabilities to ~~about~~ nearly
as much more. The af-
fairs of the Nedadavole
family seemed desperate
and the case was referred
to the Home authorities.

24 Aug. 1842

The Home Court of Directors desirous
of maintaining, as far as possible
the ancient family in a respectable
position, authorized Govt to conform
the arrangements above mentioned
with the Hooged Zamindar, and after
taking care to ascertain that the pri-
vate claims were paid in a satis-
factory train of adjustment, to reconfer

the remaining portion of the Estate on the
proprietor with a new Saad. Accordingly
the property was brought to sale, further
for the amount of arrears outstanding
thereby cancelling the public demand
and was restored to the Zamindar by a
new grant.

The foregoing extract from Mr. W. Ellis
letter shows the mode in which the Petitioner
became possessed of the 2 Parganas. P.
P. 3 of Petitioner now states that he accepted this
concession more from fear of offending
or displeasing Govt. which had protected
him and his Estate during his minority
than from a conviction that the Pargana
and Chootah were a fair equivalent
to his judgment claim; for he well knew
that the ceded provinces were not by
any means half as productive as his
money had been.

The same idea forced itself on Mr.
Ellis, for he goes on to say that by the ac-
count recently submitted, the average
receipt for the years from 1240-1251,
had been short of Rs 80,000 annually, and
subsequently to that, even more unfavorable,
and after noticing other losses of the funds
belonging to the Hosceed estate, in which
Govt. were mixed up and which had all
turned out unfavorably for the Zamindar,
he proposed that looking to the con-
sideration shown to the Nedadavole
Zamindar, whose embarrassments were
of his own making, and in no way occasioned
by Govt. interference, it would be advisable

in the petition
of former
petitioner B
the British
address.

before resorting to extreme measures,
make a thorough examination of
the accounts of the Zamindar &c. &c.
and as the Zamindar had complained
that bitterly of the management of the
ampany subandi deputed by the Col-
lector to carry out the attachment of
the disputed tract, he recommended
that the attachment should be with-
drawn until he was able to proceed to
Hosceed.

The Govt. accordingly in S. D. C. 14 May
1850. No. 475. L. D. adopted the foregoing
suggestions.

Such was the "unconditional" release
referred to by Petitioner in para 8. and
such the scheme of absorption which
no one can now doubt was lurking in
the Commissioners' mind!

2. The execution of the Pargana D

Petitioner
P. 6. a. 10

On the 27 October 1857, the Com-
missioners reported on the condition
and prospects of the Hosceed Estate.
When the present Zamindar (Petitioner)
succeeded his father in 1831, after a long mi-
nority of 15 years, there were of such of
Rupees to the credit of the Estate.
While at the time of writing (1857) Rs.
2,19,000 were due to Rs. 1,12,000 to pri-
vate creditors. The Zamindar acknow-
ledged to have received only 4,90,000 de-

profit during the 20 years which had elapsed since his succession, but the Commissioner observed would give Rs. 2000 a month, and added to the value of Company's paper transferred to him, it make a sum of Rs. 11,60,000 which passed through his hands during that time.

These facts made it clear, in the opinion of the Commissioner, that had the Zamindar been a man of ordinary prudence, he would have been in a state of comfort, if not of affluence, even on his own showing. On the contrary, he was vain, ostentatious, greedy of flattery, and lavish in his expenditure. But putting aside his imprudence, it was perfectly true that his affairs had suffered detriment from the interference of Public Officers.

The cases in which such detriment occurred were then reviewed. They were all where the surplus capital of the Estate had been invested unfortunately.

(1) The first was the loan of 3 lacs to Reddappa. The actual payment in cash in liquidation of principal had been 2,80,000, and on account of interest & Law Costs 4,862, making a total of 3,24,862 repaid. The balance of 5,00,000 odd was composed of interest & Law Charges, in lieu of which the Zamindar accepted the Pargana of Pentapudi & Gondagolur. The average

7/11/1242
1248

receipts during the 12 years preceding the arrangement whereby these Parganas became the property of the Zamindar, had been ^{annually} Rs. 67,250 and the fresh cash Rs. 62,828, or $\frac{2}{7}$ of the profit. These years however included two of unusual scarcity. After the Zamindar had received possession in 1253, the collections fell off still more alarmingly, while the collections from the seven years from Feb. 1253-59 were 4,53,720. The Peshkash & Management Charges amounted to Rs. 4,72,419, showing a net loss of Rs. 36,247.

(2) The second case was a loan to the Zamindar of Dist. also made by the Court of Wards of 50,000 Rs. of this 47,000 Rs. had been repaid and the balance of 30,670 (interest included) was relinquished at the instance of the Collector in 1843.

(3) The third was a loan of 30,000 Rs. to a merchant of Brundar, who only repaid 13,000, and the balance added to 10,000 Rs. interest was never recovered.

(4) In the fourth case, though the loan was made by the Zamindar himself, subsequent interference on the part of the Collector had caused a relinquishment of a claim of Rs. 71,000 and still a further loss not then estimated.

ask the time of writing.

The Parganas of Neyoor and Madoor which were ~~had been~~ under attachment for arrears 1844-45-46: had been managed so badly that the arrears were not diminished as they should have been: and the settlement was depreciated in the most scandalous manner by the collector's ~~exorbitant~~ excessive ~~high~~ high ~~prices~~ prices.

For all these reasons, Mr Elliot was of opinion that, though the Zamindars' embarrassments were not occasioned, as he had previously suspected, by the policy pursued during the Zamindars' minority, but by an imprudence and mismanagement which had dissipated an income amply sufficient for the discharge of all engagements, still it was likewise clear that the interference of Government had not been without influence. "The transfer of the two Parganas from Nedavale for a debt, the principal of which had already been nearly all repaid, ought to have been a beneficial arrangement, had he (Zamindar) been capable of managing them." The other arrangements had resulted in a dead loss through no fault of the Zamindars: he therefore had just cause for complaint regarding them.

Ar.
 Neyoor 133,604 - 12 - 8
 Pentapad 85,241 - 15 - 0
 Goudagoloor 2,18,846 - 9 - 8

The arrears due by the Zamindars were a maximum noted. The Neyoor arrears commenced in 1248 and the other Parganas in 1254 - or a year after.

The Commissioner then proceeded to recommend the course which he considered should be pursued. The worth of the two Parganas, Pentapad and Goudagoloor, was, in his opinion, below the equivalent of the large balances due by the Zamindars; but as the collections from these estates, were likely, in Govt hands, to diminish, (proper care being exercised in the maintenance of tanks, a duty neglected by the Zamindar) and as they would be susceptible of improvement by irrigation from the Godavari, he considered that the Zamindar had better resign them in satisfaction of the arrears due by him, and that Govt should grant him a release from the balances standing against him. This course he thought would be preferable to putting up the Parganas to sale for the arrears outstanding against them, because, with reference to the mode in which the Parganas were obtained & the loans applied mismanaged, it would take away every ground of complaint which the Zamindar might feel disposed to urge hereafter: and it would help him to regain his position as an independent and unembarrassed landholder.

The Commissioner added that as the Zamindar had forestalled part of the early list to the extent of some Rs 15,000, that individual had engaged

to repay the amount in two instalments
and to give the pargana of Gollapilly
as security for the fulfilment of
this engagement.

This engagement is the only one
mentioned in Mr Elliot's letter and so
the foregoing stipulation is also entered
in the "wonderful Razinamah" which forms
Appendix D to the petition under consi-
deration, it may be presumed that
Mr Elliot, as a preliminary to his
report to Govt took the said Razina-
mah from the Zamindar, tho
no direct mention of it appears
in the report.

But the Razinamah D was never
anything but a preliminary: its stipu-
lations were never executed: whether
or not it bears on its face the im-
pression of compulsion, it was never
enforced and therefore the argument
falls to the ground: what it did or
did not suggest, seen beside the ques-
tion. "Strange as the terms of this instru-
ment", now given to the Zamindar, it
was not accepted or acted upon by the
Commissioner" because the Govt
did not approve of the suggestion of
such officer, not however because
the transaction "on the face of it ap-
peared

Encl. C.
3 Jan/52
No. 3.
R.D.

unprecedented and iniquitous" but
simply because they wished to act
more strictly according to Regula-
tion.

The Govt agreed with Mr Elliot in
thinking that the Zamindar had
claims upon their consideration
and that the best way of disposing of
would be to release him of the two
Parganas acquired from Redda-
nole, to leave him his original
estate of Mysore disencumbered
of all arrears of Revenue. They
disagreed with Mr Elliot, however,
as to the mode in which this ar-
rangement should be effected.
The ~~doublet~~ ^{doubtless} ~~doublet~~ the action by
the Zamindar of the two Parganas
Govt, in lieu of his debt to them,
would operate in bar of the claims
of private creditors, because in
the event of such parties pressing
their claims, the Govt might be
involved in tedious and embarras-
sing litigation. The safer course
they considered was to abide by
the mode of recovering arrears
prescribed in the Regulation. They
therefore directed that the two Parganas
should be brought to public auction
for the arrears, as soon as the Govt

Petition
p. 9.

Petition
Para. 6.

Petition
p. 10.

required by Regulation could be gone through
that after they were bought in, the amount
still outstanding against the Zamindar
(after credit had been taken for
the purchase money) should be
reported for remission; and that
the Zamindar should execute
the usual agreement transferring
to Govt his claims against the
Ryots of those two Parganas -

3rd Point The sale of the two
Parganas

Petition
P. 6. 11.

The sale of the Parganas on the
20 February 1852 was reported to Govt
by the Commissioners on 2 June 1852.
No. 33. They were purchased by an account
of Govt for Rs. 10,000, and the proprietors
having executed the necessary en-
gagement for the transfer to Govt
of all claims against the Ryots, the
Govt confirmed the purchase and
granted authority for writing off
the balance due amounting to Rs. 10,318
Rs.

The principal point alleged by
the Petitioner regarding this sale is
that it was not preceded by an attach-
ment under the Regulations. This
is the most important statement

b. 22

in the whole Petition; for it has
been laid down in the case of the India
Double Estate (S. O. 21 January 1860
No. 109. R.D.) that unless an estate
is attached prior to sale, such sale
is illegal.

The only information on this point
available in Govt office is contained
in Mr Elliot's letter of 27 October 1857
No. 90. where he writes "Pending the receipt
of the orders of Government on these
proposals, the two Parganas have
been placed under attachment with
a view to their permanent annexa-
tion, and that measure be approved,
or to their early sale in liquidation
of the arrears."

If further information is
required, it must be sought from
the Collector.

+ No. 481.

The foregoing was written in April.
On the 2nd May an order was sent
to the Collector of the Kistnah District
requesting immediate information as
to the truth of the allegations found
in paragraphs 6. 9. 11. 13 & 14 of this
Petition to the effect that the Parganas
of Pentapad & Goudapalms were not
under attachment at the time of
their sale.

S. L. C.
22 June
1852.
No. 593.

Petition
p. 6 & 11.

No 15 The Collector's reply of 11 May 1851
has now been received.

It appears that no formal notice
of attachment was ever sent to the
Daminidar, but that in reality the par-
gasas were in the possession of Govt
and under the management of an
special establishment deputed
for that purpose, from 1 November
1851 to the day of sale in February 1852,
or nearly four months.

It happened in this wise. When the
Daminidar gave in the "wonderful Razi-
nama" D, on the 29 September 1851, he
also furnished to the Commissioner two
bakhis or orders addressed to the tam-
dars who were in charge, on his behalf,
of the two Parganas. These officers were
directed to make over the management
and records to the Damsildars who were
to be directed by the Collector to take charge
of them. The Commissioner accordingly
wrote to the Collector on the following
day (30 September 1851) announcing the
arrangement which had been made
and directing, with reference to the cri-
tical period of the season, that the
parganas sh^d be taken over, pending the
sanction of Govt to the whole measure.

The Commissioner therefore in his re-
port to Government of 27 October
1851, was enabled to say that the
Parganas had been placed under
attachment."

Whether this attachment is to be
considered "no attachment" because
a "formal notice" was not sent to the
Daminidar, it is for the Government
to decide. No formalities in attach-
ing are prescribed by the Regula-
tions. The Parganas were bona
fide in the possession of Govt,
and receipt &c. had passed be-
tween the subordinate officials
giving over & receiving charge.

The statement in para 11 of the
Petition (vide top of page 8) that "no
intimation of any sort or kind was given
by our Petitioner that D was not accept-
ed or that the Estate would be sold" can
only be characterized as a falsehood,
because it appears from the Collector's
letter just received, that when the Govt
orders for the sale of the parganas were
communicated by the Commissioner
to the Collector, the latter officer addressed
on the 14 January 1852, an Inayatnama
to the Daminidar, explaining the reasons
which actuated Govt in not accepting the

* should be
1 October
I think.

* the Razi-
nama

proposed cession of the
parganas, and in order-
ing their sale for arrears
of revenue. It was explain-
ed to the Zamindar that
even if the sale proceeds
were not sufficient to
cover the arrears of Pesh
Kash, still no demand
would be made for
the balance. This Ma-
jestrana was issued
more than a month
prior to the sale.

The Collector's letter
has made no
mention of the facts
stated by the Zamindar
in Para 11 that "no no-
tice of the arrears" was
issued under Sec IV

Reg. ~~XXXX~~ of 1852, in
the order of 2nd May
1851. No 981, special re-
ference was not made

to this point, but the
paragraph contain-
ing the allegation was
among those noted in para
2 of the order as having
been underlined.

If it is thought necessary, further informa-
tion can be obtained on this point.

May 1851
Zamindar

Mr. Collector
Mr. ...
...

4th Point - The execution of
the Karamana F.

Petition
Paras 6 and 12.

The Zamindar tries to make capital
out of this Karamana, which was
in reality the usual form used in
cases of sale for arrears. It does not
therefore appear necessary to follow
him in his criticisms.

The four points brought forward
by the Zamindar having now been no-
ticed it only remains to add that
the Proceedings of the Commissioner
~~from~~ throughout, ~~and~~ evidence
his desire to give the Zamindar every
chance of recovering himself. They
little deserve the epithets which, now
that Mr Elliot has left the country,
the Zamindar has thought fit to heap
upon him.

The true reason for the Zamindar's
evident anxiety to recover possession
of these parganas which before their
sale, he considered such a bad bar-
gain, may be found in the increased
value given to them by the Amicul-
tigation.

CJ M
18/5/61.

(7)

I do not feel disposed to open up questions which would involve the reconsideration of arrangements which, whether favourable or not were accepted by the Zamindar with his eyes open.

The only one of the four points alluded to in the Petition which would seem to require any consideration is that which questions the management of the property by the Govt or rather what alludes to the interference of the officers of the Govt in the disposal of the balance accumulated during the minority of the Zamindar - That the management of the Govt was generally satisfactory may be a premise from the fact of the large balance handed over to the Zamindar that some of the investments made were not satisfactory can be no reason for saddling the Govt with the responsibility which cannot attach to it. I think therefore that the claim made by the Petitioner for the restitution of property cannot be admitted.

Memo on Printed
Petition from the
Zamindar of Nozid
in Krishna Dist

I concur in opinion that
ground has not been shown
for re-opening this subject.

W

Copy to Letter to England
25th Sept 1857 of 1862

Memorial of Raja Sthanadri
Appaiah Zamindar of Nozode

28.29
14-5-58

Revenue 1861 Departt.
Pro: of Govt. for July.

V. 1403.

Pro: of the Madras Govt.
21st July 1861.

Memorial from Sthanadri Appaiah
Zamindar of Nozode 21st July 1862
C. 12 2197.

Refusing to comply with
the application of Raja Sthanadri
Appaiah Zamindar,
of Nozode for the restoration of
Kulapad and Goudagolot
Argaiah

N. 198 + 199.