M.R.O. 14—10,000—21-4-22.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 2019	**Press** / **Mis.**
256 257	
Dated 21—10—1864.	

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 21st October 1861.

No. 256. Read the following Proceedings of the Board of Revenue, dated 15th October 1861, No. 5,618 :—

Read the following letter from J. W. B. DYKES, Esq., Collector of Nellore, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, dated Nellore, 17th September 1861, No. 212.

SIR,

1. I have the honor to acknowledge the receipt of the Board's Proceedings, under date the 5th instant, No. 4,811, submitting for the consideration of Government, copy of the Board's Proceedings of the 20th July last, and reporting on a petition, No. 2,349 of 1861, from the Ábkári Renters of Nellore.

2. I have also to acknowledge the receipt of Petition No. 2,483, addressed to the Board by the Renters of the Nellore Táluq, and endorsed by the Board to the effect, that "the sale of the Petitioners' property may be deferred, till their petition is disposed of by Government."

3. And with reference to these Proceedings and the several petitions that have been addressed to the Board and Government, on the subject of the proceedings had in this District, up to this date, in connexion with the Ábkári defaulters, I think it my duty to submit for the consideration of the Board the results of those Proceedings, and the course that I would recommend should be pursued for the future.

4. The subjoined statement will show clearly all that has been done in a financial point of view.

Statement showing the Abkári Farms of the Nellore District as let on the 1st *June, and re-let subsequently; the loss sustained on the several Farms so re-let; the upset price at which the Farms were originally put up; the rent at which the whole District was rented during the last five years; the increase as the rent of the District at present stands; and the total amount of property attached to meet the loss sustained by the re-letting.*

No.	Names of the Farms and Number.	Names of the successful bidders at the first sale, who subsequently refused to comply with the conditions of the sale.	Upset price.		Rate at which first let.		Rate at which re-let.		Decrease.		Total decrease on five years.		Value of property attached.		Remarks.
	1	2	3		4		5		6		7		8		9
			Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	
1	Venkatagiri	Sarangam Changanna	2,100	0 0	3,900	0 0	2,500	0 0	1,400	0 0	7,000	0 0	26	5 6	
2	Gudúru	Boddula Krishnaswmi Náyudu	2,200	0 0	10,200	0 0	3,100	0 0	7,100	0 0	35,500	0 0	417	14 9	
3	Nellore	Damigunta Ramachendra Reddi, Pyda Munisami Náyudu, Pillella Venkatsubaya, Tombaram Kotappa	4,800	0 0	34,000	0 0	25,000	0 0	9,000	0 0	45,000	0 0	54,377	0 3	
4	Atinakuru	Akarazu Ramaya, Medanulu Subba Reddi, Zangalapalli, Viraghava Reddi, Kalava Venkatasubba Reddi, Pegadrazu Ramakrustnaya, Annadata Lalitanandam	1,700	0 0	5,300	0 0	3,200	0 0	2,100	0 0	10,500	0 0	5,211	14 7	
5	Udayagiri	Akarazu Ramaya, Medanulu Subba Reddi Annadata Lalitanandam, Kalava Venkatasubba Reddi, Tummala Boyi Reddi	2,000	0 0	3,600	0 0	3,000	0 0	600	0 0	3,000	0 0	4,428	12 1	
6	Kanigiri	Guttupalli Peddaya Vabbareddi Narasa Reddi, Annadata Lalitanandam, Raghava Venkatramay	2,500	0 0	2,600	0 0	1,750	0 0	850	0 0	4,250	0 0	64,461	15 2	
			15,300	0 0	59,600	0 0	38,550	0 0	21,050	0 0	1,05,250	0 0	64,461	15 2	
7	Poluru	.....	680	0 0	4,000	0 0	.....		.....		.....		.....		* Though not re-let, the total rents of these farms have been entered in column 5 to give the grand total distinctly.
8	Rapuru	.....	1,500	0 0	2,800	0 0	.....		.....		.....		.....		
9	Kavali	.....	1,500	0 0	2,450	0 0	.....		.....		.....		.....		
10	Ongole	.....	...	0 0	4,388	0 0	.....		.....		.....		.....		
11	Kandukuru	.....	3,000	0 0	1,900	0 0	.....		.....		.....		.....		
12	Podile	.....	1,300	0 0	482	0 0	.....		.....		.....		.....		
13	Datsi	.....	1,700	0 0	400	0 0	.....		.....		.....		.....		
			...	...	16,420	0 0	*16,420	0 0	.....		.....		.....		
	Rent per annum for the last four years.		...	...	76,020	0 0	54,970	0 0	21,050	0 0	1,05,250	0 0	...		
	Increase...		...	...	36,124	0 0	36,124	0 0							
					39,896	0 0	18,746	0 0							

5. Out of thirteen farms, six farms were re-let, and the difference between the rates at which they were let in the first instance and subsequently relet, is Rupees 21,050 per annum, giving a total loss to Government, in consequence of the purchasers failing to fulfil the conditions of the sale, of Rupees 1,05,250; taking into calculation the five years for which the farms were put up.

6. To meet this loss, property has been attached as shown in Column 8, to the estimated value of Rupees 64,461, and it is with reference chiefly to this property and the steps to be taken with regard to the defaulters, that I now do myself the honor to address the Board.

7. On a loss of 7,000 Rupees in Venkatagiri, there is Rupees 26 property attached. And on a total loss in like manner in the Gudúru farm of Rupees 35,500, there is Rupees 417 property attached. For the Nellore farm on the other hand there is property* attached in excess of the loss, whilst to meet a total loss of 13,500 in Atmakuru and Udayagiri, we have Rupees 5,211 in attachment, and in Kanigiri, again like Nellore, rather more than the demand.

* For a part there are claims now under enquiry.

8. I regret our operations have been successful in the inverse ratio to the necessity. With the exception of Venkatagiri, where the defaulter was a mere tool in the hands of others, it will be observed, that it is in Gudúru where we have been most unsuccessful. The loss is Rupees 35,500, the property attached Rupees 417-14-9, and it is precisely the Renter of the Gudúru farm, who, with his brother, has been, I believe, the ringleader in the whole business.

9. The renter of the Gudúru farm in the first instance was Boddula Kristnaswamy Náyudu. He is a man in good circumstances. He attended the sale in person. He knew the conditions of the sale, and the particulars of the farm he was bidding for, as well as I did. And he was the first to repudiate the agreement he had deliberately entered into. His brother, Boddula Rágavalu Náyudu was, I believe, joined with him in the farm. He is the owner of several houses and other valuable real and personal property in this station. Boddula Rágavalu Náyudu, I may add, is also employed as the Agent of a European gentleman engaged in the Indigo trade, and resident in Nellore. And Boddula Rágavalu Náyudu, and Boddula Krishnaswami Náyudu, being members of one undivided family, Boddula Rágavalu Náyudu's property was attached to the extent of Rupees 18,391-14-0, and could this attachment be maintained, the Gudúru arrears would be on a more satisfactory footing; but on inquiry, it appears, that the property has been acquired, since B. Rágavalu Náyudu left his father's house, and though owing to his having been grown up, when he left his father's house, according to the strict ruling of the Hindu law he is incapable of possessing self acquired property as a member of an undivided family; still this is a point, I find, which, in practice, is not maintained by our Courts. Boddula Rágavalu Náyudu's property, I am therefore again about to release. It has not been included in Column 9 of the statement given in the 4th paragraph. As shown there, all we have got to meet our loss on the re-sale of the farm, is Rupees 417; the property of the brother Boddula Krishnaswamy Náyudu, who attended the sale. And as soon as this property has been realized, I propose, should the balance then, not be otherwise discharged, to place the said Boddula Krishnaswamy Náyudu in Jail for such time as the law permits, or till the arrears be duly paid up.

10. For the other arrears, viz., the total loss sustained by Government by the re-sale of the farms, exclusive of Gudúru, amounting altogether, to Rupees 69,750, I think, with reference to those on whom the loss falls, that a different course should be pursued with one exception.

11. For Venkatagiri, as I have already stated, for a total loss of Rupees 7,000, we have only got Rupees 26-5-6 in attachment. The alleged Renter is one of those men, who go about with dancing girls; and both as regards the character of the man, and as a warning to others, I propose to proceed with the distraint and sale of his property. But with this exception, as regards the others, I venture to recommend that the arrears be written off, and the property released from attachment, on all expenses incurred hitherto in the attachment of the property being duly paid up by the owners.

12. The property attached for the Nellore farm belongs to Damégunta Ramachendra Reddi one of our leading Ryots, and consists chiefly of large herds of cattle. In like manner

the property attached for the Atmakúru, and Udayagiri farms, consists chiefly of agricultural stock. Whilst for the Kanigiri farm, the property attached almost wholly belongs to a very respectable Ryot in the Kota Táluq, one Pelleti Subba Reddi, whose brother-in-law is involved; the brother-in-law and himself being one undivided family. All this property I am most unwilling to interfere with. It is not to the interests of Government to cause the loss, that would be sustained by those concerned, were the demand enforced. The steps I have taken hitherto, have been taken, rather with a view to example, than as regards the pecuniary interests immediately at stake. And as this example will be very fairly afforded, I trust in time, by compelling Boddula Krishnaswamy Náyudu either to pay up or go to Jail, I beg, as regards the defaulters for the Nellore, Atmakúru, Udayagiri and Kanigiri farms earnestly to recommend that the arrears, viz., Rupees 69,750 be written off. It would be an act of clemency that will be in the end, to the pecuniary interests of Government, and will, I think, not be without a good effect in other ways.

13. I give in the margin, the average Revenue of the District, under the head of Ábkári, since 1811-12, and from this account, for which some of the years as yet are wanting, it will be observed that the average Revenue varies from Rupees 19,074, for the ten years from 1830 to 1840, to Rupees 33,525 from 1850 to 1860. In the current year the District has been let, it will be seen, notwithstanding the losses sustained by re-sales for Rupees 54,970, *vide* Column 5 of the Statement in the 4th paragraph of this letter, and thus, should the Government be pleased to sanction the remission of the present demand for arrears, there will be a net increase yearly of Rupees 18,846 during the next five years, or nearly half as much again as we were getting during the last four years, and of Rupees 21,445 on the highest ten years' average as yet on record, which tends to show that the proposed remission, though the remission of a large sum undoubtedly due, still leaves Government largely a gainer.

					Rs.
Average for the	9	years from	1811-12 to	1819-20..	21,339
do.	7	,,	1824-25 to	1830-31..	20,178
do.	10	,,	1831-32 to	1840-41..	19,074
do.	10	,,	1841-42 to	1850-51..	27,244
do.	10	,,	1851-52 to	1860-61..	33,525

	Rs.
Present rent..	54,970
Rent 1857-58 to 1860-61.	36,124
Increase..	18,846

	Rs.
Average from 1850-51 to 1860-61	33,525
Present rent.	54,970
Increase..	21,445

14. In conclusion, I beg to add that both Boddula Rágavalu Náyudu, and Boddula Krishnaswamy Náyudu have severally brought suits against me in the Zillah Court; draft answers to which I propose doing myself the honor of submitting for the consideration of the Board in the course of a few days.

---

1. Ordered that the above letter be submitted for the consideration of Government.

2. Out of the thirteen Abkári farms sold in the Nellore District at the close of the last Fasli for a fresh term of five years, the purchasers in six cases have failed to complete their engagements, and the farms have accordingly been re-sold at their risk. The result of the re-sale is a decrease of Rupees 21,050 per annum below the outturn of the first sale, but there is still an increase of Rupees 18,746 per annum over the average of the last four years.

3. The decrease of Rupees 21,050 per annum represents a total loss of prospective revenue in the coming five years of Rupees 1,05,250, and to meet this liability the Collector has attached property to the value of Rupees 64,461, of which sum, however, Rupees 54,377 is attached in a single case.

4. The Collector, however, is averse to insisting on the liability of the first purchasers in any of the cases but two, viz., those of the Venkatagiri and Gudúru farms.

5. In the first case the farm was put up at Rupees 2,100 per annum, was purchased at Rupees 3,900, and on the default of the purchaser was re-sold for Rupees 2,500, the annual decrease being Rupees 1,400, and the total liability of the first purchaser for five years being Rupees 7,000, to meet which, property valued at Rupees 26 is alone forthcoming. The defaulter

is a man of straw and disreputable, and the Collector would enforce the sale of such property as has been found by way of punishment.

6. The Board presume that the deposit before being allowed to bid has also been forfeited.

7. In the Gudúru case the farm was put up at Rupees 2,200 per annum, was sold for Rupees 10,200 per annum, and re-sold for Rupees 3,100 per annum, the decrease being Rupees 7,100 per annum or Rupees 35,500, for the whole five years, to meet which liability, property to the value of Rupees 417 is available. In this case the Collector considers that the conduct of the purchaser has been such as to deprive him of all claim to consideration. He is a man of substance and position, and his brother who is in even better circumstances is believed to have been really associated with him in the purchase. The Collector would imprison the nominal purchaser till the whole loss to Government has been made good. This man and his brother have filed suits against the Collector, the first for loss and damages sustained by the loss and re-sale of the farm on the plea that the limits were not correctly explained; the second for his property distrained, which has since been released. The Board do not think that sufficient reason has been shown for drawing the distinction proposed by Mr. Dykes in these cases. They would treat them all alike. They cannot but think that some misunderstanding must have existed, and they would recommend to Government that the Collector be instructed not to press the claim against any of these parties. The increase in the revenue over the past average will still be considerable. On the question of the above mentioned suits the Board will again address Government on receiving further communication from the Collector.

No. 257. ORDER THEREON, 21st October 1861, No. 2,019.

1. The Government will leave this matter to the Board's discretion. They have no desire to be severe, but reckless bidding at public sales must be prevented. The Board must also be careful that they do not compromise the Collector in the action brought against him.

2. The Collector deserves great credit for his exertions in the sale of the Farms, but even 55,000 Rupees seems a small sum for the Ábkári Revenue of a District like Nellore.

(Signed) J. D. SIM,
Secretary to Government.

Revenue 1861 Departt
Proc: of Govt for October
No. 2446.

Proceedings of the Board of
Revenue

Dated 15 October 1861
Despd 15 "
Recd 16 "

No. 3618
From J. H. 16 October 61 Cr 2459.

Submitting for consideration and orders a letter from the Collector of Nellore reporting the proceedings in connection with the Obligary defaulters of the District.

No 256 & 257.

No 2019. 21st October

Withdrawn & order

No 2019

The Govt will leave
to the Board's discretion.
no desire to be severe, but
bidding at public sales m
prevented. The Board must
careful that they do not e
the Collector in the action
against him.

The Coll. deserves gre
for his exertions in the sale
sums but even 55,000 Rs
small sum for the Collr
of a District like Nellore

Fort St. George
21 October 1861.

J. D. L

M. C. Jy & Rd of Rev. Dis p. 29
14 Oct. do — to do of 23