

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	981	<u>Press</u> <u>Mis.</u>
	9-10	
Dated	2 - 5 -	1861.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
2nd May 1861:*

No. 9. Read the following Petition:—

To the Honorable the Governor in Council of Fort Saint George, &c., &c., &c.,

The humble amended Petition of RAJAH
SOBHANÁDRI, APPA RÁU, BAHÁD-
DÚR, Zamíndár of Nuzíd, in the Kistna
District.

RESPECTFULLY SHOWETH,

1. That the present Zamíndáris of Nuzíd and Nidadavole, had at one time formed the component parts of a single Estate held by a succession of sole Zamíndárs, the last of whom was your Petitioner's Grandfather, the late Rajah Naraya Appa Ráu, Bahadúr. During his tenure which was prior to the introduction of the permanent settlement, it was resumed by Government, who at the inauguration of that settlement, however, were pleased to restore it in two unequal portions to his two eldest sons by his two wives; the larger constituting the Nidadavole Zamíndári falling to the share of Rajah Venkata Narasimha Appa Ráu, Bahadúr, his eldest son by the elder wife, and the smaller which became the Nuzíd Zamíndári to your Petitioner's father Rajah Ramachandra Appa Ráu, Bahadúr, the eldest son of the second wife.
2. That your Petitioner's father departed this life in or about the year 1814 when your Petitioner was a minor aged two years. The Estate of Nuzíd was consequently taken possession of by the Court of Wards, and continued under their management until 1830, in which year your Petitioner having attained his majority, assumed charge thereof, and continues in possession to this day.
3. That during the management of your Petitioner's Estate by the Court of Wards, his senior uncle the said Rajah Venkata Narasimha Appa Ráu, Bahadúr, borrowed of them Rupees 300,000 from and out of its surplus profits on the security of the permanent Sunnud of the Nidadavole Estate. Portions of the principal and interest of this debt were repaid by the said Rajah Venkata Narasimha Appa Ráu, Bahadúr, the Court of Wards, and by his adopted son Rajah Naraya Appa Ráu, Bahadúr, the present Zamíndár of Nidadavole; and for the balance a suit was filed and judgment passed in your Petitioner's favor, and a precept issued to the Collector to sell the Nidadavole Estate or part thereof in satisfaction of the judgment-amount which ultimately swelled with accumulated interest to Rupees 5,00,539-4-4. Just about this time, a large arrear of Government Peshkash was also outstanding against the same Estate. And for the realization of the demands both of Government and your Petitioner, the Collector attached and sold almost the whole of the Zamíndári of Nidadavole, which was purchased on the part of Government for the sum of Rupees 8,00,000. This done, the Collector adjusted the demand of your Petitioner to the extent of upwards of 5 lacs of Rupees aforesaid, by ceding to him a portion of the Nidadavole Estate comprising the two Perganás of Pentapad and Goondagolnoo and the small Mootah of Chevandra consisting of six villages (see Appendix A, the Inayatnamah of the Collector, 27th October 1843); and your Petitioner accepted the concession more from fear of offending or displeasing Government which had protected him and his Estate during his minority, than from a conviction that the Perganás and Mootah 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 would have been had he insisted on, or Government consented to, the payment of his claims in cash, as in that case he would obviously have by this time doubled the sum even according to Government rate of interest, and maintained a solvent position, whereas the exchange of the Perganás has undoubtedly been the main cause of all his embarrassments. Your Petitioner in so accepting the Perganás had to withdraw his suit for the whole of the Nidadavole Estate which he was then prosecuting in virtue of the Will left by Raneé Venkata Ramanamma Row, the elder widow of the late Rajah Venkata Narasimha Appa Ráu, Bahadúr.
4. That the Peshkash fixed on the two aforesaid Perganás amounted to Rupees 61,545, while that with which the Mootah was assessed was only Rupees 6,000, so that the Perganás bore to the Mootah the relative value of 10½ to 1; the former being at this ratio worth

Rupees 4,56,047, and the latter Rupees 44,492 out of the judgment-debt, in exchange for which, both were made over to your Petitioner.

5. That in consequence of an unprecedented succession of drought, inundation and other calamities of the season which then involved all the Zamindáris in the Northern Circars inextricably in debt, and which your Excellency in Council may be well aware of, large arrears of Peshkash having accumulated against the entire Estate including the two Perganás; the Collector in 1847 and 1848 attached four of the Perganás composing the Estate. For the removal of this attachment and for an extension of time to pay in arrears by instalments, your Petitioner addressed a Petition (see Appendix B to this Petition) under date the 12th November 1849, to the Commissioner for the Northern Circars, Walter Elliot, Esquire, under whose orders the Collector of Masulipatam issued an Inayatnamah dated the 5th June 1850, unconditionally releasing the zufted Tálúqs. (Vide Appendix C to this Petition.

6. That things continued as before till the 20th September 1851, on which day under the immediate pressure of the Commissioner your Petitioner executed the extraordinary document D called a Razeenamah, representing that the entire arrears of Peshkash including interest was Rupees 2,20,318-7-5, which he was unable to pay, and on account of the same he relinquished to Government the two Perganás of Pentapad and Goondagolnoo. In the last part of this document he without any consideration whatever, gave up his right to collect the outstanding balances due to him by the Ryots, and entered into certain other conditions which it is unnecessary here to recite. Strange as the terms of this instrument were, it was not accepted nor acted upon by the Commissioner. But on the contrary the two Perganás mentioned above were, without any attachment or even notice to your Petitioner under the Regulations, sold in auction on the 20th February 1852, and purchased on the part of Government for the sum of Rupees 10,000!! On the 4th March following, the Collector issued an Inayatnamah E to your Petitioner, giving him intimation of the sale, and calling upon him to sign the Kararnamah F, draft of which was forwarded, resigning his right to collect the Ryotwary outstandings in lieu of the arrears of Peshkash less the 10,000 Rupees, the proceeds of the sale, which would (said the Collector) be recommended to be remitted. Accordingly, your Petitioner was under the peculiar and pressing nature of his position, and seeing the treatment of his fellow Zamindáris by the Commissioner and his Subordinates, compelled to sign the Kararnamah on the 2nd April 1852, and ever since the two Perganás of Pentapad and Goondagolnoo have continued and still continue under Government Ryotwary management.

7. That on the face of these facts which require but little comment, your Petitioner need hardly say, that all along he has felt and still feels bitterly the injustice with which he has been treated from first to last. He sees the indecorum of saying any thing against an Officer of Government (the Honorable W. Elliot) who has now gone to England. But your Petitioner must freely, with all deference to him, confess that he had not the courage to appeal to Government so long as the Honorable gentleman remained in the Council Chamber of Madras. Now that he has left India, and more especially as after repeated appeals to all the authorities in this country and in England, Rája Naraya Appa Ráu, Bahadúr, on a less (to him) favorable state of facts at last succeeded in obtaining restoration of his Zamindáris, your Petitioner feels encouraged now to raise his voice against the unjust and illegal proceedings which were held in his case; and he trusts that this course will not be considered as in any way unfair towards that gentleman, as any vindication that may be needed of his proceedings will be fully found to exist in the Records of Government. In preferring this appeal to your Excellency in Council, he will confine his observations to four broad points which present themselves in this case, viz.:-

- I. The proceedings connected with the attachment in 1847-48.
- II. The execution of the Razeenamah D.
- III. The sale of the two Perganás, and
- IV. The execution of the Kararnamah F.

8. In regard to the first of these points your Petitioner humbly submits that the entire arrears due to him on his whole Zamindáris including the two Perganás, was Rupees 2,20,000

and odd. The value of the two Perganás themselves was admittedly upwards of 4½ lacs of Rupees; and yet it will be seen that in addition to those Perganás, two others called Wooyoor and Medoor were placed under attachment. Your Petitioner need hardly dilate on the inevitable effects of an attachment in increasing the embarrassments of a Zamindár, as your Excellency in Council must be well aware of them. In the present case the attachment of four of his Perganás, while the sale of one alone might have covered the arrears entirely, added greatly to the difficulties of his position. And when he asked for the removal of the zuft and indulgence to pay off the balance by instalments, the Collector under authority from the Commissioner released the Perganás unconditionally. Not a word was said as to the payment of the arrears; no condition was insisted upon; and when in a personal interview with the Commissioner, your Petitioner asked what was meant by this unconditional release, and whether he might not raise loans from Sowcars for satisfying the demands of Government, that Officer bade him desist from such endeavours until "further orders." Your Petitioner could not then divine the scheme of absorption that was lurking in the Commissioner's mind, but that such was in his contemplation no one can now doubt. A consideration of this leads at once to the second point.

9. The Razeenamah D will place it beyond all doubt that the Commissioner considered his mission to be the absorption of the Northern Zamindáris, not their liberation from their then depressed and involved state. Be it remembered that B was the genuine voluntary expression of your Petitioner's views and intentions regarding the payment of the arrears. In it he asks for time to pay it up by instalments, and proposes to fulfil his promises by raising loans not by ceding provinces. But that mode of settlement did not suit the Commissioner's views. He therefore has C issued, unconditionally releasing the zufted Tálúqs, and personally tells your Petitioner not to raise loans till further orders. The "further orders" do not come for sixteen months. All this time there is a lull and a calm. And on the 20th September 1851, comes the Razeenamah D. On the face of it there is no necessity for its execution. There was no second zuft after the unconditional removal of the first. There is no reason assigned why your Petitioner did not raise the loan that he had so often promised. The document fails to suggest that he could not do so. The only consideration for its execution is "his inability to pay the arrears under present circumstances." What are these circumstances? There is no suggestion of them either; so that there is in 1849, your Petitioner's Petition B, promising payment by raising loans; there is in 1850, an unconditional release from attachment; this is followed by a calm for nearly 16 months, during which he is expressly told not to raise loans; and in the end, there is the Razeenamah executed in September 1851. Its marked contrast with B is itself sufficient to show that it could by no probability have been the voluntary act of your Petitioner. And, as observed above, it bears on its own face the impress of compulsion. It is contrary to all human experience to suppose that your Petitioner would have freely given up for 2,20,000 Rupees and odd, Perganás worth upwards of 4½ lacs, together with the large Ryotwary balances that were then outstanding, to say nothing of the amounts spent on their improvement.

10. After all, the Razeenamah D which was executed in the manner and under the circumstances above pointed out, was abandoned by the Commissioner for reasons not known to your Petitioner. It is reasonable to suppose that the transaction which on the face of it appeared unprecedented and iniquitous, was not approved of by Government. Be the cause what it may, D was not accepted, but the Commissioner proceeded to sell the Estate by public auction. This leads your Petitioner to a discussion of the third point.

11. The final sale of the two Perganás, Pentapad and Goondagolnoo was knocked down to the Government on the 20th February 1852, for 10,000 Rupees. It is not suggested why two Perganás were sold, while one of them would, with reference to their exchanged value, have covered the amount of the arrear. It was not preceded by an attachment under the Regulations; there was no intimation of any sort or kind given to your Petitioner that D was not accepted, or that the Estate would be sold; there was no notice of the arrear issued under Section IV. Regulation XXVII. of 1802, without which any sale by Government for arrears of revenue would be

void. (See 6. U. Decree in Appeal No. 129 of 1857 at page 134 of the Reports for 1858.); and yet the two Perganás which confessedly were exchanged for a judgment-debt of about 5 lacs of Rupees, fetch in this sale the sum of 10,000 Rupees: and no explanation is given as to why the remaining four Perganás likewise were not sold for the rest of the arrears which undoubtedly must have been effected, had the sale of the said two Perganás been considered a fair and *bond fide* transaction. Your Petitioner while on this question of sale which is illegal and void *ab initio*, feels it only necessary to quote the recent decision of Government in the case of his Cousin Rajah Naraya Appa Ráu, Bahdúr, the Zamíndár of Nidadavole, which is similar to your Petitioner's in every respect.

12. Your Petitioner would now proceed to the last of the points above indicated. It will be seen that soon after the sale, the Inayatnamah *E*, which gave cover to the Kararnamah *F* was issued by the Collector, *commanding* him in so many words to execute *F*, and *promising* after its receipt to *recommend* the remission of the whole of the outstanding arrears of Revenue. In the state of anxiety, indeed of consternation, into which all the Northern Zamíndárs had been thrown by the proceedings of the Commissioner, and in the face of the menaces which were circulated by that Officer and his Subordinates, that if your Petitioner did not sign the Kararnamah he would share the fate of Rajah Naraya Appa Ráu, Bahadúr of Nidadavole, and lose his *entire* Zamíndári, he was coerced into executing it. But after all, what is this Kararnamah? Your Petitioner cannot say whether it is a Kararnamah or a mere Petition. It indeed

* The amount of this balance was Rs. 52,000 and odd.

conveys your Petitioner's right to collect the old outstanding balances * due by the Ryots. But confessedly there was no consideration for it at the time. For it winds up with a *prayer* that the arrears of Peshkash *may be remitted*. Your Petitioner repeats that there was no consideration for *F* passing at the time from Government which would make it binding in law on your Petitioner. Neither it nor *E* shows that the arrear of Peshkash which was the professed consideration had been given up by Government, but on the contrary *E* *promises* to "recommend," and *F* *prays* for the remission thereof. As observed in paragraph 11 of this Petition, no reason is suggested why for the remaining balance of Peshkash Rupees 2,10,000 and odd, the other Perganás of your Petitioner's Estate were not sold. It is not shown why if the sale was legal and *bond fide*, a confirmation thereof was needed in the Kararnamah *F*, and Rupees 52,000 and odd as an equivalent for their arrears of Peshkash amounting to Rupees 2,10,000, especially as there was property available for the same in the hands of your Petitioner. All these circumstances clearly show that the whole transaction from first to last was a series of coercive and unjust acts forced on your Petitioner by the adroitness of the Commissioner's agency. And at the rate at which Kararnamahs and Razeenamahs were at that time executed by the Zamíndárs of the Circars, your Excellency in Council will readily perceive their utter inutility and worthlessness. And to this day your Petitioner has received no intimation of the resolution of Government remitting the balances; or, in other words, that the consideration on the part of Government has been executed.

13. Your Petitioner appeals in truth more to the liberal spirit which has characterized the recent acts of this Government than to the merits of his own cause. He humbly but earnestly craves attention to the broad facts of the case. In the first place there is a large judgment-debt owing to your Petitioner. That is adjusted by Government by an exchange of the two Perganás and a Mootah in 1813. Then arise the series of causes which tended to involve and embarrass not only your Petitioner but all the Zamíndárs in this part of the country. This is followed by an attachment which however is unconditionally raised, and after an interval of nearly one and a half years, during which nothing is done, the wonderful Razeenamah *D* is taken from your Petitioner, but is not accepted by Government. Then comes the sale, without attachment or notice of provinces which are worth nearly 5 lacs, for 10,000 Rupees. And lastly, the execution of the Kararnamah *E* under the same circumstances, under which *D* had been passed; your Petitioner submits for the calm judgment and wisdom of your Excellency in Council, whether in all these transactions he has acted freely and voluntarily, or whether he has not been misled, and in a manner coerced into them by the unfair proceedings of

the Commissioner on the one side, and his anxiety to be rid of his interference, and preserve the remainder of his ancient Estate at any sacrifice. He trusts that there can be no doubt now left in the mind of your Excellency in Council that those transactions cannot be equitably maintained.

14. In conclusion, your Petitioner once more appeals to the case of his Cousin the Nidadavole Zamíndár, Rajah Naraya Appa Ráu, Bahadúr. The main facts of these two cases are almost the same. In that case there was at least one Perganá *zafed* previous to the sale of two, whereas in the present case neither Perganá was *zafed*. In both a subsequent Kararnamah giving up all claims to Ryotwary balances was executed, and although all the authorities have continuously refused redress in the case of the Nidadavole Zamíndár, yet the liberal spirited Members of the Government of the day saw the gross injustice that he was subjected to, and ordered the restoration of the Nidadavole and Baharazully Perganás with the back profits realized by Government since their sale. Your Petitioner has all the time been anxiously watching these proceedings in high admiration of the equitable and generous proceedings of Government, and has ventured to lay before your Excellency in Council his equally injured and ill-used case, in the hope and confidence that redress will not be denied to him.

15. Your Petitioner begs leave to add that from the introduction of the Permanent Settlement down to the present time, Government has had no occasion to extend to the holders of this Zamíndári the indulgence which it has deemed it fit to show to other Zamíndárs by granting remissions of outstanding arrears; the Peshkash of the Estate having been regularly and punctually paid. In some instances Government has even advanced loans to Zamíndárs to enable them to discharge their private debts, and in the case of the Nidadavole Zamíndári which, as observed in paragraph 3 of this Petition had been sold in 1813 for 8,00,000 Rupees, Government were pleased to strike off their arrears of Rupees 5,00,000, and restore the Nidadavole and Baharazully Perganás long before their final sale, under orders of the late Commissioner, the Honorable W. Elliot. Your Petitioner having undergone the same hardships and embarrassments deserves the same merciful consideration at the hands of Your Excellency in Council.

16. He therefore prays that, on consideration of all these circumstances, and on reference to the former proceedings held in the case, the sale of the Pentapad and Goondagolnoo Perganás dated the 20th February 1852, may be cancelled, and that the same may be restored to him, together with the aggregate amount of profits realized by Government therefrom since their sale and annexation by them.

For this act of justice and mercy, Your Petitioner shall, as in duty bound, ever pray.

APPENDIX A.

No. 63.

TO RAJAH SOBHANADRI APPA RÁU, BAHADUR, Zamíndár of Nuzid in the Zillah of Masulipatam.

Whereas, on account of the debt due to you by Rajah Naraya Appa Ráu, Bahadur, Zamíndár of Nidadavole, and the arrears of Peshkash due to the Circar upon his Zamíndári, the Government have purchased the Perganás of the Zamindari in public auction; whereas, according to the terms of your application, and in consideration of the debt due to you by Naraya Appa Ráu, the Perganás of Pentapad, Goondagolnoo and Chevendra Mootah attached to the Zamindari of Nidadavole, are made over to you from the present Fasli of 1253; whereas, the Perganás have been put into your possession for a Peshkash at present of 68,000 Rupees pending the preparation of sub-division accounts and the assessment of a permanent Peshkash; and whereas, Extract from the Proceedings of the Board of Revenue dated the 3rd July 1843, confirming the arrangement aforesaid, is herewith forwarded together with a Memorandum of monthly instalments according to which you are to pay the said Peshkash; you are therefore hereby required

to forward invariably every year the amounts falling due as per the Memorandum of instalments aforesaid to the Treasury of the Huzur, accompanied by a remittance roll, till a permanent Peshkash should be fixed for those Perganás and the same intimated to you.

KALLEPALLI,
7th October 1843. }

(Signed) R. T. PORTER,
Collector.

APPENDIX. B.

To W. ELLIOT, Esq., 2nd Member of the Board of Revenue, and Commissioner for the Northern Circars.

Petition respectfully presented by RAJAH
SOBHANADRI APPA RÁU, BAHADUR,
Zamindár of Nuzid, attached to the Circar
of Moostaphannagar, (Masulipatam.)

I beg you will be pleased to take into your mature and deliberate consideration the state of my Zamindári Tálúqs hereunder specified, and render your assistance in protecting and improving them.

My father obtained from the Honorable Government a permanent Cowle of Wooyoor Zamindári, and after managing it for some years, departed this life. As I was then two years old, the Zamindári was put in charge of the Court of Wards who undertook on my behalf the management of the affairs thereof from Fasli 1225 to the close of Fasli 1239. In Fasli 1240 Fasli.

Subsequently in Fasli 1242 or Nandanah, the Northern Districts were visited with a severe famine which carried off men and cattle in large numbers, and reduced the state of the decreased. Nevertheless, with the aid of the funds which the Court of Wards made over to me at the time of delivering the Tálúq, I continued to pay the Circar Peshkash in full up to Fasli 1251.

This famine and reduction of cultivation compelled the Ryots to desert their homes and migrate to different parts of the country in quest of their livelihood. In Fasli 1252 I settled the villages of the Wooyoor and Medoor Perganás attached to my Zamindári for Bilmookta Ryots were induced thereby to undertake the cultivation since the said Fasli. But in consequence of drought and inundation, and also owing to high prices in that Fasli, they were unable to pay the Kist in full, which left me in arrears of Peshkash to the Circar to some extent. On Mr. Porter, the Collector, ordered in April following the Noonastalam Perganá of the account of the Kist due from the said April to January of Fasli 1253 on the said Perganá and Government. I submitted an Arzi to the Collector on the 13th April 1843, promising to pay the last mentioned amount by six instalments, together with the current Kists, and representing that I was subjected to much loss by the attachment. The Collector granted my prayer, and ordered Kararnamah from me to the said effect.

In Faslis 1252-53, the Jonnaloo crops failed in consequence of excessive rain. The collections fell considerably, and I was not able to pay the Peshkash in full. The arrears on the Wooyoor Zamindári up to the end of Fasli 1253 amounted to Rupees 74,307-3-1 for which the Collector sequestered in June, Fasli 1253, all the Perganás attached thereto. This amount with Rupees 93,000, Peshkash due for Fasli 1254 aggregated, to Rupees 1,72,307-3-1, a portion of which was realized by the Tahsildár and paid to the Circar, leaving a balance of

Rupees 66,288-3-9 up to February, Fasli 1255, inclusive of the Kist due for that Fasli. I presented an Arzi to the Collector, Mr. Porter, stating that I would discharge a portion of the amount by raising loans, and the remainder by two instalments; and requesting him to obtain a Kararnamah from me to that effect, and order the release of the estate,—a measure which would, I represented, relieve me from the heavy embarrassments I was subjected to by the attachment of the whole Zamindári for a long time. This prayer being granted, I raised a loan and paid in cash Rupees 37,749-6-4, leaving still a balance of Rupees 28,538-13-5. The Collector then took a Kararnamah from me to the effect that I should pay Rupees 10,273-15-10 at the end of Fasli 1255, and Rupees 18,264-12-7 at the end of Fasli 1256, together with interest in proportion to the current Kist, and ordered the Wooyoor Zamindári to be released in March, Fasli 1255. The Collector also informed me that he had communicated with the higher authorities on the subject of interest, and that they promised to take the same into their consideration on and after the punctual payment of the instalments by me without violence to the conditions of the said Kararnamah. The arrears and current demand were paid in full till the end of Faslis 1255-56, as also in Fasli 1257.

In Fasli 1258, cultivation progressed fairly, and the fields were in luxuriant growth when a heavy and excessive fall of rain damaged the staple crop of Jonnaloo. The consequence was the non-payment of the Kist in time, and an arrear of Rupees 35,518-13-1 remained due against the Zamindári up to April of the said Fasli, for which the Perganás of Wooyoor and Medoor, were attached by the Collector in May following. This sum together with the Kists due for May and June, amounted to Rupees 55,593-13-1. On account thereof the Tahsildár collected Rupees 25,000 in that Perganá, and remitted the same to the Huzur; Rupees 30,893-13-1 being the balance still due to the Circar.

With regard to the Zamindári of Pentapad, I beg to state that during my minority, my father's elder brother the late Rajah Venkatanarasimha Appa Ráu, Bahadúr, the Zamindár of Nidadavole borrowed of the Court of Wards Rupees 3,00,000, out of the surplus profits of my estate, upon the mortgage of the permanent Cowle of his Zamindári. He, and after him, his adopted son Naraya Appa Ráu paid me some money towards principal and interest, but still owed me a large sum both on account of principal and interest as per the Razeenamah filed in Court, but he (Naraya Appa Ráu) not being able to discharge the balance, the Collector with reference to the precept of the Court issued upon my application, attached the whole of the Nidadavole Zamindári on account of the sum due to me and the Peshkash due to the Circar.

On coming to know the real state of the Nidadavole Zamindári, the Honorable Government ordered the then Collector through the medium of the Board of Revenue to compromise the matter with me by ceding to me a few of its Tálúqs, whereupon the Collector honored me with his presence at my place and sent for me to his Quarters several times; gave me his advice as to what would be the best arrangement to give effect to the opinion of Government regarding the balance due by the Nidadavole Zamindár, and proposed the transfer to me of Pentapad, Goondagoloo and Chevendra Mootah consisting of six villages in lieu of the sum due to me. Although the said estate would yield a very small income when compared with that due to me about Rupees 4,00,000, I deemed it proper to yield to the wishes of the Honorable Government by whom I was protected, and reported the fact to the then Collector, Mr. Grant, who brought it to the notice of the higher authorities and the Collector, Mr. Porter, with their permission put me in June 1843 or Fasli 1252 in possession of the two Perganás aforesaid, and the Mootah of Chevendra, and after having settled the Peshkash with reference to the average collections of a few preceding years, issued an Inayatnamah directing me to pay yearly a Peshkash of Rupees 68,000 on the said estate. In fixing this Peshkash the usual deduction of one-third was not made, but I trust that justice will be rendered to me when the higher authorities fix the Peshkash on my estate, on a perusal of the sub-division accounts. I beg to state that ever since I was put in possession of the estate aforesaid I did not get one-third profit, as will be evident from what follows; and moreover than that the collections fell even below the Peshkash fixed on the estate which therefore fell in arrears to the Circar. This fact will be evident to your Honor on inquiry.

The Mootah of Chevendra attached to my estate was of late assigned to the sons of my junior paternal uncle in lieu of certain allowance payable by me. There are more wet lands than dry ones in the two Perganás of Pentapad and Goondagolnoo which are in my possession. They are irrigated by a channel called Yerrakalava which brings its water from Godavery and Mahanady, and runs through the land called Reddisceema Manum. During seasons in which there was but a small quantity of rain, the Perganás did not yield much owing to the want of water in the Godavery which fed the said channel, and in seasons in which there was heavy fall of rain the crops used to be damaged by the violence of the stream in the said channel. In consequence of the variations of the season, the Kist fell in arrears. But as the Collector, Mr. Porter, from time to time allowed me time as per my request to pay the arrears by instalments, a loan of 40,000 Rupees was raised and paid on account of the arrears of the Peshkash. Notwithstanding many attempts on my part to pay off the balance, there was an arrear of Rupees 43,151-6-7 due against my Zamindári up to June, Fasli 1257. For this sum the Collector attached the Perganá of Pentapad in June, Fasli 1257, and for the subsequent balance of Peshkash the Perganá of Goondagolnoo on account of the balance due on the Pentapad Zamindári up to June, Fasli 1257, i.e., Rupees 43,151-6-7 the Tahsildár collected Rupees 800 from the Táluqs and I paid on different occasions Rupees 22,531-1-6 by raising loans with the knowledge of the Collector, amounting in both to Rupees 23,331-1-6, leaving a balance of Rupees 19,817-5-1 on account of outstanding arrears and Rupees 17,936-12-8 for Fasli 1258, in all Rupees 37,804-1-9 as stated above. I am indebted to the Circar in a sum of Rupees 68,697-14-1 against the said two Zamindáris. The Kist due to me by the Ryots of my Zamindári could not be collected at my convenience, but I should wait theirs. Consequently I had to raise loans elsewhere with the knowledge of the Collector whenever he demanded payment of the balance and procured the release of the estate from attachment after paying it therewith. But in consequence of the heavy showers which have fallen from Makha Kartika of this year, and the overflow of freshes in Kistna, Godavery and other rivers, the cultivation which was in its full growth was damaged, and more especially the Jonnaloo crop the chief grain of the district failed; seeds not having been sown in proper season. This fact being notorious, Sowcars hesitated to advance loans.

I have stated above what I have done to my Zamindári, when and how I paid Peshkash to the Circar from Fasli 1242, or ever since I attained my majority up to this day. On a consideration of them I will not only be deemed worthy of the favorable consideration of the Honorable Government but it will also be seen that during the days the Táluqs were under zuft, and when they yielded nothing I met the Circar demand by raising loans elsewhere from time to time.

During the time the Perganás of Wooyoor and Medoor, were attached in Fasli 1258, there was a balance of Rupees 35,518-13-1 due against that Zamindári. To discharge this I entered into arrangements with Sowcars to lend money. They promised to advance funds to the extent of 18,000 Rupees. But in the meantime the said Perganás having been zufted, they hesitated and retracted their promise.

Suraneni Venkapatí Ráu Gauroo, the late Zamindár, of Mylavaram, applied for a loan of Rupees 60,000 for the purpose of paying the Kist on his Zamindári, and I advanced it on the mortgage to me of his estate. Of this Rupees 7,500 were paid off on account of the first instalment leaving a balance of Rupees 1,07,350 on account of principal and interest which together with Rupees 48,941-9-0 advanced to his younger brother the late Ramachendra Ráu on the mortgage of his Mootah called Velvada, amounted in all to Rupees 1,56,291-9-0 as per decrees of the Court, Rezeenamah and other public documents. No portion of it having been paid to me, Mr. Porter, the Collector inquired into the matter and told me Venkatapati Ráu was short of cash, and that I should settle it some way or other. I yielded to the Collector, and being under the impression that the money would never be collected from him, I remitted Rupees 71,234-4-0, and made a settlement as to the balance Rupees 85,057-5-0 to be paid in 16 years; regarding this arrangement an Arzi was sent to the Collector, and subsequently a Razeenamah submitted to the Court. The first instalment not having been paid in time, the Court on my application caused the attachment of the Mylavaram Mootah to be made by the Collector as per the conditions of

the Razeenamah. The first instalment alone was paid in Fasli 1256, leaving a balance of Rupees 27,500 both on account of principal and interest. I tried my best in vain to recover it, in order to discharge the Peshkash. Though the assessment on the Somavaram Táluq in the Chatrayi Perganá attached to my Zamindári is entered in the Circuit Committee account and included in the Peshkash payable by me, yet, as the said village is continued as "Sarva Mukhasa" (rent free) there is a balance of Rupees 35,000 due to me in that respect. This I brought from time to time by means of Arzis to the notice of the Honorable Board and Collector, but no reply has been as yet made. In consequence of the said Kist not being paid to me, I suffered a great loss. These particulars I beg leave to bring to your honor's notice by and by, by means of Arzis.

Moreover, Kotti Pattabi Rama Ráu, Garoo, Proprietor of Muggunda Mootah attached to the Zillah of Kakinada owes me Rupees 26,960, under a Razeenamah of Court, in the matter of the mortgage of the said Mootah. This sum remains uncollected. The Zamindár of Divi owed me under a decree Rupees 30,665-15-10, but I have nothing to do with that sum now. The Zamindár of Bezavada, Siddi Ganapati Doss of Todiconda, Gajanana Doss and others owe me Rupees 77,481, in the matter of money lent to them to discharge their liabilities to other people. The Perganás being under the care of the Circar for the balance of Peshkash due on the Zamindári, I am unable to recover the sums due to me. There is a balance of Rupees 60,000 in the shape of Bilmukta Beriz on the Aghaharam villages in my Zamindári and yet I paid the whole Peshkash due on them.

A careful consideration of the facts aforesaid will easily convince your Honor that in consequence of the said lacs of Rupees not having been repaid to me in time, and owing to adverse seasons I suffered great losses, that at the close of Fasli 1258 there was a balance of Rupees 68,000 and odd, the rest of the Peshkash due on the said two Zamindáris having been paid already, and that I do not purposely withhold payment of it.

The fact that this part of the country has suffered much this year from the unfavorableness of the season is evident from the reports made by the Collector of the Zillah. As this balance must be quite insignificant in the eye of Government who are very opulent and who protect the country, I beg you will be so good and liberal as to obtain their sanction for the payment of the balance by instalments, protect the Zamindári, and thus proclaim the goodness of the Government.

Here I beg to explain to your honor that besides the losses already incurred by me in consequence of my two Zamindáris being under zuft, I will have to suffer loss in consequence of the unfavorableness of the season and in paying charges of the servants employed for the zuft if the same should be prolonged. Moreover these servants do not feel the same interest that I do, in managing the estate. Under their management, its condition will deteriorate, the yield must decrease, and in the end I shall have to suffer much loss before I could restore it to its former state.

The produce of the present Fasli is not sufficient to cover the current Peshkash. In such a state nothing can be paid on account of the old balance. Whatever may be the case it would not be proper on my part to run into further arrears to the Circar, I therefore solicit you will, on taking the above circumstances into your kind consideration, permit me to discharge the balance by four equal instalments commencing from Fasli 1260 to 1263 payable in June of every year. Should you be pleased to confer this piece of favor on taking a Kararnamah from me for regular payment of it, and remove the attachment on the estate, I will find it easy to pay the Circar dues, and be ever grateful for such act of kindness done to me, and you will thereby acquire imperishable fame.

It is evident that ever since I was put in possession of the Pentapad Zamindári it did not yield even so much as to pay the Peshkash with. I will not therefore be able to pay the balance unless the interest on it is remitted. As you gave a remission of the interest on a large amount of balance due on Nicadavole Zamindári, I believe you would have no objection to show the same favor with regard to the interest on the balance due on the Pentapad Zamindári. The burden of supporting a person who like myself is a Zamindár and leads an honorable life, rests with the Honorable Company who are the master of the country. The Circar rendered their

assistance even so far as to relieve the estates of Zamindars from other encumbrances, by lending money from the Government Treasury. The Collector too has treated me with great kindness.

As my prayer will be granted only through your assistance I sent an Arzi this day to the Collector, soliciting his recommendation and enclosing in it an Arzi to your address.

This Arzi I have this day submitted through my Vakeel.

I pray, therefore, that your Honor will be pleased to treat me with regard, and grant my prayer

(Signed) RAJAH SOBHANADRI APPA RÁU, BAHADUR.

12th November 1859.

APPENDIX C.

No. 27.

To RAJAH SOBHANADRI APPA RÁU, BAHADUR, Zamindar of Nuzid, &c., &c.

Whereas, Wooyoor, Medoor, and the Perganás of Pentapad and Goondagolnoo, forming a portion of your Zamindari and attached already in satisfaction of the arrears of the Government revenue, have now been ordered by the Commissioner of Northern Circars to be released from attachment; and whereas orders for the release and delivery thereof to you, have this day been issued to the Tahsildar of Relangy in respect of the Perganá of Pentapad, to the Tahsildar of Ellore, in respect of the Perganá of Goondagolnoo, and to the Tahsildar of Noonas-talam relating to Wooyoor and Medoor; you are required directly after receiving this order, to cause your people to receive charge of the several Perganás from the respective Tahsildars, and to grant receipts for the same. You are further required to deliver to the several Tahsildars accounts prepared under the hands of your people, showing the demand and collection, receipt and disbursement from the date of their attachment to the date of their release; and then to report upon the same by an Arzi. You are hereby informed that the Tahsildars have been ordered to allow you to take copies, if you require them, of the material accounts of the attachment of the Perganás aforesaid.

MASULIPATAM,
5th June 1850.

(Signed) R. T. PORTER, Collector.

APPENDIX D.

No. 20.

To THE COMPANY'S CIRCAR.

Razeenamah submitted by Rajah Sobhanadri Appa Ráu, Bahadúr, Garoo, Zamindar of Nuzid, in the Zillah of Masulipatam, under date the 2nd September 1851.

Whereas the Zamindari of Wooyoor and the Perganás of Pentapad and Goondagolnoo, forming my Zamindari, are encumbered with the arrears of Revenue and interest accumulated up to the 31st December 1851, as follows:—

	Principal.		Interest.		Total.	
	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.
Zamindari of Wooyoor.....	94,769	8 7	39,769	13 8	1,34,539	6 3
The Perganás of Pentapad and Goondagolnoo.....	54,460	3 8	31,318	13 6	85,779	1 2
Total...	1,49,229	12 3	71,088	11 2	2,20,318	7 5

Details of Years.

Fasli	1218																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													</
-------	------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	----

as possible, accompanied by an Arzi. A recommendation will then be sent to the Commissioner of Northern Circars to remit the said arrears of Peshkash.

ELLORF,
4th March 1852. }

(Signed) K. RAMANAH,
D. S.

(") M. VENKATARATNAM,
A. I.

(Signed) _____
Collector.

APPENDIX F.

No. 23.

TO THE COMPANY'S CIRCAR.

Kararnamah submitted by Rajah Sobhanadri Appa Raú, Bahadúr, Garoo, Zamíndár of Núzid, in the Zillah of Masulipatam.

In satisfaction of Rupees 2,20,318-7-5 being the principal and interest of the arrears of Peshkash due up to Fasli 1260 upon the Zamíndári of Wooyoor and the Parganás of Pentapad and Goondagolnoo, an Isteharunamah was stuck up under orders of Government, and the Parganás of Pentapad and Goondagolnoo were put up to sale in auction under date the 20th February 1852, and purchased by the Government for Rupees 10,000, and after deducting the said sum of Rupees 10,000, there remain arrears of Peshkash to the extent of Rupees 2,10,318-7-5. And as I have relinquished and transferred to Government all my right and title to the arrears of Revenue, &c., due to me by the Ryots, Mukhásadars, Agrabaramdárs of the said Parganás of Pentapad and Goondagolnoo in respect of the period during which I stood responsible for the same, I hereby agree that the said arrears, &c., shall be realized by the Government themselves without my having to do any thing with them at all, and bind myself and my heirs not to advance any pretensions at any time to the said arrears.

I, therefore, pray that your Government will be pleased to remit the said arrears of Peshkash due on the Estates aforesaid, and to enter the same in the accounts under the head of Remissions.

2nd April 1852.

(Signed) RAJAH SOBHANADRI APPA RAU, BAHADUR.

No. 10.

ORDER THEREON, 2nd May 1861, No. 981.

1. The Government resolve to forward a copy of the printed Petition now before them from Rájá Sobhanádri Appa Raú, Zamíndár of Nuzid, to the Collector of the Kistna District; and to request immediate information as to what truth there is in the allegations scattered throughout the Petition to the effect that the Parganás of Pentapad and Goondagoloo were not under attachment at the time of their sale for arrears of revenue on the 20th February 1852.

2. Statements to this effect are found in paragraphs 6, 9, 11, 13 and 14, and are underlined for convenience of reference.

3. The Northern Circars Commissioner's letter to Government, dated October 27th 1851, contains (paragraph 22) the following passage, " Pending the receipt of the orders of Government on these proposals the two Parganás have been placed under attachment with a view to their permanent annexation should that measure be approved, or to their early sale in liquidation of the arrears." It is here plainly stated that the Parganás were at that time under attachment; the Collector will report when that attachment was made, and whether it was removed prior to the day of sale.

4. The question asked is merely one of a plain matter of fact, and no delay need occur in replying to this requisition.

(Signed) C. G. MASTER,

Deputy Secretary to Government.

Nº 981.
Proceedings of the Madras Government
Under date the 2^d May 1861.

Recd the following Petition from Rajah Sobhanadri Appa Rau Bahadur Zamindar of Nuzid in the Kistna District.

Handwritten

The Government have resolved to forward a copy of the printed petition now before them from Rajah Sobhanadri Appa Rau Bahadur Zamindar of Nuzid, to the Collector of the Kistna District, and to request immediate information as to what truth there is in the allegations scattered throughout the Petition.

Forced Estate
Sale of Purganas in

14-9-03

Colton to Langford
July 10th 1862
275 Washington St. N.Y.

Revenue 1861 - 24th
 Dec of Govt for May

1898.

P.O. of the Honduras Govt.
Apr 2. May/61.

From the collection of the University of Michigan

487 11 Aug 1857 C.M. 1159.
see Dec. 10th July 1857

Dr. H. C. 2197/62

Rev. Son

1. Defining the extent of
 Raja's influence upon the
 government of Jajit, to the
 effect of the existence
 of the local call upon the
 to be set as to the correctness
 of the statement contained
 therein also whether the
 statement referred to is
 correct or not under all
 circumstances of the