MADRAS RECORD OFFIC

Government of Madras.

Revenue DEPARTMENT.

G.C. No. 1882 Press ~~Mis.~~

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Dated 5 — 9 - 1862.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 5th September 1862.

No. 60. Read the following Petition from REDDY KRISTNAMA NAIDOO, Dewan of Rajah SOBHANADRY APPA ROW Bahadur, Zamíndár of Núzid in the Kistna District, to His Excellency the Governor in Council, Fort Saint George, dated Madras, 31st July 1862 :—

MY LORD,

1. Being aggrieved by the decision of Government passed on the 15th July 1861 and 21st April 1862, on two Petitions by him presented to it, your Petitioner submits herewith an Appeal Memorial addressed to the Honorable the Secretary of State for India (in triplicate), which it is requested may be ordered to be forwarded to that noble authority.

2. It is further requested that the transmission of the said Memorial to the destination may be ordered to be informed to your Petitioner.

No. 61. ORDER THEREON, 5th September 1862, No. 1,882.

The Petitioner is informed that his Memorial was despatched to the address of the Secretary of State for India on the 5th of September 1862.

(Signed) P. P. HUTCHINS,
Acting Deputy Secretary to Government.

Petition No. 1103 of 1861. Enclosure No. 1.

To

THE HONORABLE
THE GOVERNOR IN COUNCIL
OF FORT SAINT GEORGE,
&c., &c., &c.

The humble amended Petition of RAJAH SOBHANADRY APPA ROW, BAHADUR, Zemindar of Noozeed, in the Krishna District.

RESPECTFULLY SHEWETH,

That the present Zemindaries of Noozeed and Nidadavole, had at one time formed the component parts of a single Estate held by a succession of sole Zemindars, the last of whom was your Petitioner's Grandfather, the late Rajah Naraya Appa Row, Bahadur. 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 Zemindary falling to the share of Rajah Venkata Narasimha Appa Row, Bahadur, his eldest son by the elder wife, and the smaller which became the Noozeed Zemindary to your Petitioner's father Rajah Ramachadra Appa Row, Bahadur, 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 Noozeed was consequently taken possession of by the Court of Wards, and continued under their manage-

per annum for eight years, Mr. Walter Elliot, the Northern Circars, caused the above named Estate, be sold and purchased them in the name of Govern- 1-100th of their real value. Your Petitioner, in conse- tions to Government under dates the 7th January and ng therein for the restoration of the said two Purga- after due consideration forwarded the said Petitions stna District together with their order of 2nd May last, ether the Purganahs in question were really under day of their sale. The Collector, your Petitioner con- reported the real facts of the case as they then existed, alluded to were not under attachment on the day of ness of this belief your Petitioner humbly submits for

ment 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 Row, Bahadur, borrowed of them Rupees 3,00,000 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 Row, Bahadur, the Court of Wards, and by his adopted son Rajah Naraya Appa Row, Bahadur, the present Zemindar 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 Peishcush 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 Zemindary 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 Pergunnas of Pentapad and Goondagolnoo and the small Mootah of Chevandra consisting of six villages (see Ap. *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 Pergunnas 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 Pergunnas has undoubtedly been the main cause of all his embarrassments. Your Petitioner in so accepting the Pergunnas had to withdraw his suit for the whole of the Nidadavole Estate which he was then prosecuting in virtue of the Will left by Ranee Venkata Ramanamma Row, the elder widow of the late Rajah Venkata Narasimha Appa Row, Bahadur.

4. That the Peishcush fixed on the two aforesaid Pergunnas amounted to Rupees 61,545, while that with which the Mootah was assessed was only Rupees 6,000, so that the Pergunnas bore to the Mootah the relative value of 10¼ 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 Zemindaries in the Northern Circars inextricably in debt, and which your Excellency in Council may be well aware of, large arrears of Peishcush having accumulated against the entire Estate including the two Pergunnas, the Collector in 1847 and 1848 attached four of the Pergunnas composing the Estate. For the removal of this attachment and for an extension of time to pay in the arrears by instalments, your Petitioner addressed a Petition (see Ap. *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 Taluqs. (Vide Ap. *C* to this Petition.)

per annum for eight years, Mr. Walter Elliot, the Northern Circars, caused the above named Estate,

6. That things continued as before till the 29th 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 Peiscush 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 Pergunnas 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 Pergunnas 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 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 Peishcush 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 Zemindars by the Commissioner and his Subordinates, compelled to sign the Kararnamah on the 2d April 1852, and ever since the two Pergunnas 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 Hon'ble 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, Rajah Naraya Appa Row, Bahadur, on a less (to him) favorable state of facts at last succeeded in obtaining restoration of his Zemindary, 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 1847-8.

II. The execution of the Razeenamah *D*.

III. The sale of the two Pergunnas, 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 Zemindary including the two Pergunnas, was Rupees 2,20,000 and odd. The value of the two Pergunnas themselves was admittedly upwards of 4½ lacs of Rupees; and yet it will be seen that in addition to those Pergunnas, two others called Wooyyoor and Medoor were placed under attachment. Your Petitioner need hardly dilate on the inevitable effects of an attachment in increasing the embarrassments of a Zemindar, as your Excellency in Council must be well aware of them. In

per annum for eight years, Mr. Walter Elliot, the Northern Circars, caused the above named Estate, be sold and purchased them in the name of Govern- 1-100th of their real value. Your Petitioner, in conse- ions to Government under dates the 7th January and ng therein for the restoration of the said two Purga- after due consideration forwarded the said Petitions stna District together with their order of 2nd May last, ether the Purganahs in question were really under day of their sale. The Collector, your Petitioner con- reported the real facts of the case as they then existed, alluded to were not under attachment on the day of ness of this belief your Petitioner humbly submits for

the present case the attachment of *four* of his Pergunnas, 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 Pergunnas 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 2d point.

9. The Razeenamah *D* will place it beyond all doubt that the Commissioner considered his mission to be the absorption of the northern Zemindaries, 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 Taluqs, 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 29th 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 Rs. and odd, Pergunnas 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 3d point.

11. The final sale of the two Pergunnas, Pentapad and Goondagolnoo was knocked down to the Government on the 20th February 1852, for 10,000 Rupees. It is not suggested why *two* Pergunnas 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.

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be sold and purchased them in the name of Govern-
1-100th of their real value. Your Petitioner, in conse-
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ness of this belief your Petitioner humbly submits for

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 S. U. Decree in Appeal No. 129 of 1857 at page 134 of the Reports for 1858.) And yet the two Pergunnas which confessedly were exchanged for a judgment debt of about 5 lacs of Rupees, fetches in this sale the sum of 10,000 Rupees: and no explanation is given as to why the remaining four Pergunnas likewise were not sold for the rest of the arrears which undoubtedly must have been effected, had the sale of the said two Pergunnas been considered a fair and *bonâ 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 Row, Bahadur, the Zemindar 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 Zemindars 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 Row, Bahadur, of Nidadavole, and lose his *entire* Zemindary, 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 con-

veys 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 Peishcush *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 Peishcush 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 Peishcush Rs. 2,10,000 and odd, the other Pergunnas of your Petitioner's Estate were not sold. It is not shown why if the sale was legal and *bonâ fide*, a confirmation thereof was needed in the Kararnamah *F*, and it is also surprising that Government should have accepted the small Ryotwary balances of Rupees 52,000 and odd as an equivalent for their arrears of Peishcush amounting to Rs. 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 Zemindars 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.

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

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

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alluded to were not under attachment on the day of
ness of this belief your Petitioner humbly submits for

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 Pergunnas and a Moottah in 1843. Then arise the series of causes which tended to involve and embarrass not only your Petitioner but all the Zemindars 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 Zemindar, Rajah Naraya Appa Row, Bahadur. The main facts of these two cases are almost the same. In that case there was at least *one* Pergunna zufted previous to the sale of *two*, whereas in the present case neither Pergunna was zufted. 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 Zemindar, 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 Pergunnas 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 Zemindary the indulgence which it has deemed it fit to show to other Zemindars by granting remissions of outstanding arrears ; the Peishcush of the Estate having been regularly and punctually paid. In some instances Government has even advanced loans to Zemindars to enable them to discharge their private debts, and in the case of the Nidadavole Zemindary which, as observed in paragraph 3 of this Petition had been sold in 1843 for 8,00,000 Rupees, Government were pleased to strike off their arrears of Rs. 5,00,000, and restore the Nidadavole and Baharazully Pergunnas 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 Pergunnas 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.

Madras 11th February 1861 } Signed Vasy Krishnama Naicoo Zemindar of Nadadavole

per annum for eight years, Mr. Walter Elliot, the Northern Circars, caused the above named Estate, be sold and purchased them in the name of Govern- 1-100th of their real value. Your Petitioner, in conse- ions to Government under dates the 7th January and ng therein for the restoration of the said two Purga- after due consideration forwarded the said Petitions stna District together with their order of 2nd May last, ether the Purganahs in question were really under day of their sale. The Collector, your Petitioner con- reported the real facts of the case as they then existed, alluded to were not under attachment on the day of ness of this belief your Petitioner humbly submits for

APPENDIX A.

No. 63.

To RAJAH SOBHANADRY APPA ROW, BAHADUR,
Zemindar of Noozeed in the Zillah of Masulipatam.

Whereas, on account of the debt due to you by Rajah Naraya Appa Row, Bahadur, Zemindar of Nidadavole, and the arrears of Peishcush due to the Circar upon his Zemindary, the Government have purchased the Pergunnas of the Zemindary in public auction; whereas, according to the terms of your application, and in consideration of the debt due to you by Naraya Appa Row, the Pergunnas of Pentapad, Goondagolnoo and Chevendra Mootah attached to the Zemindary of Nidadavole, are made over to you from the present Fusly of 1253; whereas, the Pergunnas have been put into your possession for a Peishcush at present of 68,000 Rupees pending the preparation of sub-division accounts and the assessment of a permanent Peishcush, and whereas, Extract from the Proceedings of the Board of Revenue dated the 3d July 1843, confirming the arrangement aforesaid, is herewith forwarded together with a memo. of monthly instalments according to which you are to pay the said Peishcush; you are therefore hereby required to forward invariably every year the amounts falling due as per the memo. of instalments aforesaid to the Treasury of the Huzur, accompanied by a remittance roll, till a permanent Peishcush should be fixed for those Pergunnas and the same intimated to you.

KALLEPALLI,
7th October 1843.

(Signed) R. T. PORTER,
Collector.

APPENDIX B.

To W. ELLIOT, ESQUIRE,

2d Member of the Board of Revenue, and Commissioner for the Northern Circars.

Petition respectfully presented by RAJAH SOBHANADRY APPA ROW, BAHADUR, Zemindar of Noozeed, attached to the Circar of Moostaphanagar, (Masulipatam.)

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

My father obtained from the Honorable Government a permanent Cowle of Wooyyoor Zemindary, and after managing it for some years, departed this life. As I was then two years old, the Zemindary was put in charge of the Court of Wards who undertook on my behalf the management of the affairs thereof from Fusly 1225 to the close of Fusly 1239. In Fusly 1240 when my minority ceased, they transferred the estate to me together with its profits for that Fusly.

Subsequently in Fusly 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 Pergunnas attached to the Wooyyoor Zemindary. The cultivation and the yield of the estate decreased. Nevertheless with the aid of the funds which the Court of Wards made over to me at the time of delivering the Taluq, I continued to pay the Circar Peishcush in full up to Fusly 1251.

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e Northern Circars, caused the above named Estate,
be sold and purchased them in the name of Govern-
1-100th of their real value. Your Petitioner, in conse-
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ness of this belief your Petitioner humbly submits for

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 Fusly 1252 I settled the villages of the Wooyyoor and Medoor Pergunnas attached to my Zemindary for Bilmookta rent after the fashion of the Veesabudy settlement, and executed documents accordingly. The Ryots were induced thereby to undertake the cultivation since the said Fusly. But in consequence of drought and inundation, and also owing to high prices in that Fusly, they were unable to pay the Kist in full, which left me in arrears of Peishcush to the Circar to some extent. On account of my arrears to Circar amounting to Rupees 46,219-11-3, up to March, Fusly 1252, Mr. Porter, the Collector, ordered in April following the Noonnastalam Pergunna of the Wooyyoor Zemindary to be attached. After deducting what was collected by the Tahsildar on account of the Kist due from the said April to January of Fusly 1253 on the said Pergunna and what I paid on other Pergunnas, there was still a balance of Rupees 19,026-14-5 due to 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 the release of the Noonnastalam Pergunna in February, Fusly 1252, after having obtained a Kararnamah from me to the said effect.

In Fuslies 1252-53, the Jonnaloo crops failed in consequence of excessive rain. The collections fell considerably, and I was not able to pay the Peishcush in full. The arrears on the Wooyyoor Zemindary up to the end of Fusly 1253 amounted to Rupees 74,307-3-1 for which the Collector sequestered in June, Fusly 1253, all the Pergunnas attached thereto. This amount with Rupees 98,000, Peishcush due for Fusly 1254 aggregated, to Rupees 1,72,307-3-1, a portion of which was realized by the Tahsildar and paid to Circar, leaving a balance of Rupees

36,288-3-9 up to February, Fusly 1255, inclusive of the Sist due for that Fusly. 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 Zemindary 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 Fusly 1255, and Rupees 18,264-13-7 at the end of Fusly 1256, together with interest in proportion to the current Sist, and ordered the Wooyyoor Zemindary to be released in March, Fusly 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 Fuslies 1255-56, as also in Fusly 1257.

In Fusly 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 Zemindary up to April of the said Fusly, for which the Pergunnas of Wooyyoor 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 Tahsildar collected Rupees 25,000 in that Pergunna, and remitted the same to the Huzur; Rupees 30,893-13-1 being the balance still due to the Circar.

per annum for eight years, Mr. Walter Elliot, the Northern Circars, caused the above named Estate, be sold and purchased them in the name of Govern- 1-100th of their real value. Your Petitioner, in conse- tions to Government under dates the 7th January and ng therein for the restoration of the said two Purga- after due consideration forwarded the said Petitions stna District together with their order of 2nd May last, ether the Purganahs in question were really under day of their sale. The Collector, your Petitioner con- reported the real facts of the case as they then existed, alluded to were not under attachment on the day of ness of this belief your Petitioner humbly submits for

With regard to the Zemindary of Pentapad, I beg to state that during my minority, my father's elder brother the late Rajah Venkatanarasimha Appa Row, Bahadur, the Zemindar 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 Zemindary. He, and after him, his adopted son Naraya Appa Row 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 Row) 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 Zemindary on account of the sum due to me and the Peishcush due to Circar.

On coming to know the real state of the Nidadavole Zemindary, 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 Taluqs, 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 Zemindar, and proposed the transfer to me of Pentapad Goondagolnoo 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 Fusly 1252 in possession of the two Pergunnas aforesaid, and the Mootah of Chevendra, and after having settled the Peishcush with

reference to the average collections of a few preceding years issued an Inayatnamah, directing me to pay yearly a Peishcush of Rupees 68,000 on the said Estate. In fixing this Peishcush the usual deduction of ⅓d was not made, but I trust that justice will be rendered to me when the higher authorities fix the Peishcush 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 ⅓d profit, as will be evident from what follows; and moreover than that the collections fell even below the Peishcush fixed on the Estate which therefore fell in arrears to the Circar. This fact will be evident to your honor on enquiry.

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 Pergunnas 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 Reddiseema Manum. During seasons in which there was but a small quantity of rain, the Pergunnas 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 Sist 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 Peishcush. Notwithstanding many attempts on my part to pay off the balance, there was an arrear of Rupees 43,151-6-7 due against my Zemindary up to June, Fusly 1257. For this sum the Collector attached the Pergunna of Pentapad in June, Fusly 1257, and for the subsequent balance of Peishcush the Pergunna of Goondagolnoo on account of the balance due on the Pentapad Zemin up to June, Fusly 1257, i. e., Rupees 43,151-6-7

per annum for eight years, Mr. Walter Elliot, the
e Northern Circars, caused the above named Estate,
be sold and purchased them in the name of Govern-
1-100th of their real value. Your Petitioner, in conse-
ions to Government under dates the 7th January and
ng therein for the restoration of the said two Purga-
after due consideration forwarded the said Petitions
stna District together with their order of 2nd May last,
ether the Purganahs in question were really under
day of their sale. The Collector, your Petitioner con-
reported the real facts of the case as they then existed,
alluded to were not under attachment on the day of
ness of this belief your Petitioner humbly submits for

the Tahsildar collected Rupees 800 from the Taluqs and I paid on different occasions Rupees 22,534-1-6 by raising loans with the knowledge of the Collector, amounting in both to Rupees 23,334-1-6, leaving a balance of Rupees 19,817-5-1 on account of outstanding arrears and Rupees 17,986-12-8 for Fusly 1258, in all Rupees 37,804-1-9 as stated above. I am indebted to Circar in a sum of Rupees 68,697-14-1 against the said two Zemindaries. The Sist due to me by the Ryots of my Zemindary 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 Krishna, 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 Zemindary, when and how I paid Peishcush to the Circar from Fusly 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 Taluqs 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 Pergunnas of Wooyyoor and Medoor, were attached in Fusly 1258, there was a balance of Rupees 35,518-13-1 due against that Zemindary. 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 Pergunnas having been zufted, they hesitated and retracted their promise.

Suraneni Venkapaty Row Gauroo the late Zemindar of Mylavaram applied for a loan of Rupees 60,000 for the purpose of paying the Sist on his Zemindary, 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 Row on the mortgage of his Mootah called Velvada, amounted in all to Rupees 1,56,291-9-0 as per decrees of the Court, Razeenamah and other public documents. No portion of it having been paid to me, Mr. Porter, the Collector enquired into the matter and told me Venkatapaty Row 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 Fusly 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 Peishcush. Though the assessment on the Somavaram Taluq in the Chatrayi Pergunna attached to my Zemindary is entered in the Circuit Committee account and included in the Peishcush payable by me, yet, as the said village is continued as "Sarva Mokahsa" (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 Arzees to the notice of the Honorable Board and Collector, but no reply has been as yet made. In consequence of the said Sist not being paid to me, I suffered a great loss. These particulars

per annum for eight years, Mr. Walter Elliot, the Northern Circars, caused the above named Estate, be sold and purchased them in the name of Govern- 1-100th of their real value. Your Petitioner, in consetions to Government under dates the 7th January and ng therein for the restoration of the said two Purga- after due consideration forwarded the said Petitions stna District together with their order of 2nd May last, ether the Purganahs in question were really under day of their sale. The Collector, your Petitioner conreported the real facts of the case as they then existed, alluded to were not under attachment on the day of ness of this belief your Petitioner humbly submits for

I beg leave to bring to your honor's notice by and by, by means of Arzees.

Moreover, Kotti Pattabi Rama Row, 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 Zemindar of Divi owed me under a decree Rupees 30,665-15-10, but I have nothing to do with that sum now. The Zemindar of Bezavada, Siddi Ganapati Doss of Tadiconda, 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 Pergunnas being under the care of Circar for the balance of Peishcush due on the Zemindary, 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 Agraharam villages in my Zemindary and yet I paid the whole Peishcush 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 Fusly 1258 there was a balance of Rupees 68,000 and odd, the rest of the Peishcush due on the said two Zemindaries 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 Zemindary 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 Zemindaries 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 Fusly is not sufficient to cover the current Peishcush. 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 unto your kind consideration, permit me to *discharge the balance by four equal instalments* commencing from Fusly 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 Zemindary it did not yield even so much as to pay the Peishcush 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 Nidadavole Zemindary, I believe you would have no objection to show the same favor with regard to the interest on the balance due on the Pentapad Zemindary. The burden of supporting a person who like myself is a Zemindar and leads an honorable life, rests with the Honorable Company who are the masters of

per annum for eight years, Mr. Walter Elliot, the
Northern Circars, caused the above named Estate,
be sold and purchased them in the name of Govern-
1-100th of their real value. Your Petitioner, in conse-
ions to Government under dates the 7th January and
g therein for the restoration of the said two Purga-
after due consideration forwarded the said Petitions
tna District together with their order of 2nd May last,
ether the Purganahs in question were really under
day of their sale. The Collector, your Petitioner con-
reported the real facts of the case as they then existed,
alluded to were not under attachment on the day of
ess of this belief your Petitioner humbly submits for

the country. The Circar rendered their assistance even so far as to relieve the Estates of Zemindars 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.

12*th November* 1859.

(Signed) RAJAH SOBHANADRY APPA ROW, BAHADUR.

APPENDIX C.

No. 27.

To RAJAH SOBHANADRY APPA ROW, BAHADUR,
Zemindar of Noozeed, &c., &c.

Whereas, Wooyyoor, Medoor, and the Pergunnas of Pentapad and Goondagolnoo, forming a portion of your Zemindary 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 Pergunna of Pentapad, to the Tahsildar of Ellore, in respect of the Pergunna of Goondagolnoo, and to the Tahsildar of Noonnastalam relating to Wooyyoor and Medoor, you are required directly after receiving this order, to cause your people to receive charge of the several Pergunnas 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 Pergunnas aforesaid.

MASULIPATAM, 5th June 1850.

(Signed) R. T. PORTER,
Collector.

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cent. per annum for eight years, Mr. Walter Elliot, the the Northern Circars, caused the above named Estate, to be sold and purchased them in the name of Governat 1-100th of their real value. Your Petitioner, in consepetitions to Government under dates the 7th January and aying therein for the restoration of the said two Purgaent after due consideration forwarded the said Petitions Kistna District together with their order of 2nd May last, whether the Purganahs in question were really under the day of their sale. The Collector, your Petitioner conly reported the real facts of the case as they then existed, hs alluded to were not under attachment on the day of ectness of this belief your Petitioner humbly submits for

APPENDIX D.

No. 20.

To COMPANY'S CIRCAR.

Razeenamah submitted by Rajah Sobhanadry Appa Row, Bahadur, Garoo, Zemindar of Noozeed, in the Zillah of Masulipatam, under date the 2d September 1851.

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

	Principal.	Interest.	Total.
Zemindary of Wooyyoor.....	94,769 8 7	39,769 13 8	1,34,539 6 3
ThePergunnas 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.

Fusly 1248...	....	2,842 13 6	2,842 13 6
„ 1251...	....	1,906 7 2	1,906 7 2
„ 1252...	....	4,700 13 11	4,700 13 11
„ 1253..	....	22,224 12 9	22,224 12 9
„ 1254...	16,824 3 0	14,727 0 3	31,551 3 3
„ 1255...	974 7 7	753 6 4	1,727 13 11
„ 1257...	2,018 10 6	986 4 5	3,004 14 11
„ 1258...	47,221 13 1	13,777 7 0	60,999 4 1
„ 1259..	35,227 15 0	6,951 6 0	42,179 5 0
„ 1260...	46,962 11 1	2,218 3 10	49,180 14 11
Total...	1,49,229 12 3	71,088 11 2	2,20,318 7 5

In words Rupees Two hundred and twenty thousand, three hundred and eighteen, Annas seven and Pice five; whereas under present circumstances I am unable to discharge the said arrears; and whereas towards the liquidation of the said arrears due by me to the Circar, viz., Rupees 2,20,318-7-5, I do relinquish of my own free will and accord the Pergunnas of Pentapad and Goondagolnoo, conferred upon me by the Government in discharge of the debts due to me by the Zemindar of Nidadavole, I pray that the Government will be pleased to take possession of the said two Pergunnas as prayed for by me, and to absolve me from the liability to make good the arrears.

I have realized some money from the Ryots of the said two Pergunnas on condition of granting a remission in respect of the Revenue due for Fusly 1261. I shall pay unto Circar whatever amount I may be proved to have received, in the course of an enquiry to be instituted by Circar Agents among the Ryots. A portion of the collection aforesaid was advanced to the Ryots as Taccavy in aid of cultivation in Fusly 1261. As to the amounts of Taccavy so advanced and the parties to whom they were advanced, I shall get the Ryots themselves to speak. I pray, therefore, that a remission will be granted in my favor, in respect of the amounts proved to have been so advanced to the Ryots.

I have tendered to the Circar the Pergunna of Gollapalli forming a part of my Zemindary of Wooyyoor as security for due payment of the amount realized by me from the Ryots as aforesaid. I now agree to pay the said amount on the condition that the Circar may attach the said Pergunna in default of my paying, on the 15th December 1851 a moiety of whatever amount I may be proved to have so collected; and further I engage that the said Pergunna shall lapse to Government in the event of the whole of such amount not being paid to the Circar on the 15th May 1852; that thereafter I shall have no right whatever to the

cent. per annum for eight years, Mr. Walter Elliot, the the Northern Circars, caused the above named Estate, s to be sold and purchased them in the name of Governr at 1-100th of their real value. Your Petitioner, in conse-Petitions to Government under dates the 7th January and raying therein for the restoration of the said two Purgaent after due consideration forwarded the said Petitions Kistna District together with their order of 2nd May last, whether the Purganahs in question were really under the day of their sale. The Collector, your Petitioner conply reported the real facts of the case as they then existed, ahs alluded to were not under attachment on the day of rectness of this belief your Petitioner humbly submits for

said Pergunna; and that there should be no let or hinderance by me to the Pergunna being registered in the name of the Government.

The Government have taken upon themselves the arrears of Revenue due by the Ryots of the said two Pergunnas before their transfer to me. As for the arrears of Revenue and other claims that I have upon them subsequent to their transfer to me, I have resigned to Government all my right thereto. Neither I nor my heirs, therefore, shall have any pretensions thereto in future.

(Signed) RAJAH SOBHANADRY APPA ROW, BAHADUR.

Monday the 5th Aswija Sudha of Virodikrittu.

APPENDIX E.

No. 7. No. 21.

To RAJAH SOBHANADRY APPA ROW, BAHADUR, Zemindar of Noozeed.

In satisfaction of Rupees 2,20,318-7-5, being the arrears of Peishcush due to the Circar upon the Zemindaries of Wooyyoor and Pentapad up to Fusly 1260, the Pergunnas of Goondagolnoo and Pentapad having been, under orders of Government, put up to sale in auction on the 20th ultimo, were purchased by the Government for Rupees 10,000.

The purchase money aforesaid excepted, there is a balance of Peishcush, Rupees 2,10,318-7-5 in favor of Government.

The said balance of Peishcush would be remitted, in the event of your resigning absolutely to Government all your right and title to the arrears due up to Fusly 1260 by the Ryots of the villages attached to the said two Pergunnas.

I therefore beg to forward herewith a draft of the Kararnamah to be submitted in reference thereto. You should therefore get it copied fair, and on signing and sealing it, forward it as soon as possible, accompanied by an Arzee. A recommendation will then be sent to the Commissioner of Northern Circars to remit the said arrears of Peishcush.

Ellore, 4th March 1852. (Signed) ——— Collector.

(Signed) K. RAMANAH, D. S.

(„) M. VENKATARATNAM, A. I.

[illegible] Rs. 10,00,000, [illegible] calculation per cent. per annum for eight years, Mr. Walter Elliot, the for the Northern Circars, caused the above named Estate, anahs to be sold and purchased them in the name of Govern-0, or at 1-100th of their real value. Your Petitioner, in conse-wo Petitions to Government under dates the 7th January and 1, praying therein for the restoration of the said two Purga-ernment after due consideration forwarded the said Petitions the Kistna District together with their order of 2nd May last, eport whether the Purganahs in question were really under on the day of their sale. The Collector, your Petitioner con-n reply reported the real facts of the case as they then existed, rganahs alluded to were not under attachment on the day of e correctness of this belief your Petitioner humbly submits for

Cahyna Letter to England
8/5th Sept 57 of 1862 28

APPENDIX F.

No. 23.

To THE COMPANY'S CIRCAR.

Kararnamah submitted by Rajah Sobhanadry Appa Row, Bahadur, Garoo, Zemindar of Noozeed, in the Zillah of Masulipatam.

In satisfaction of Rupees 2,20,318-7-5 being the principal and interest of the arrears of Peishcush due up to Fusly 1260 upon the Zemindary of Wooyyoor and the Pergunnas of Pentapad and Goondagolnoo, an Istcharnamah was stuck up under orders of Government, and the Pergunnas 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 Peishcush 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, Mokhasadars, Agraharamdars of the said Pergunnas 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 Peishcush due on the Estates aforesaid, and to enter the same in the accounts under the head of Remissions.

2d April 1852.

(Signed) RAJAH SOBHANADRY APPA ROW, BAHADUR

True Copies

16

TO

HIS EXCELLENCY THE HONORABLE
SIR T. W. DENISON, Kt. G. C. B.
Governor and President in the Council of Fort St. George.
&c. &c. &c.

The humble Petition of Rajah SOBHANADRY APPAH ROW, BAHADOOR, Zamindar of Noozeed Estate in the Kistna District.

Respectfully Sheweth,

1. That in satisfaction of a debt of 5,00,000 Rs. due to your Petitioner upon the responsibility of Government and the same amount of arrears of Peishcush, both outstanding against the Nedadavole Zamindar, Rajah Narriah Appah Row, Bahadoor, the Government having in one lot, purchased the Nedadavole Estate comprising five Purganahs and one Moottah assessed annually at 2,10,000 Rs. for a consolidated sum of Rs. 800,000, apportioned from the same two Purganahs called Pentapaud and Goondoogolnoo together with Chevendra Moottah, and transferred them to your Petitioner in full liquidation of his above adverted to claim of Rs. 500,000, with a fixed Peishcush of 68,000 Rs. per annum, as per the then Collector's Inoyetnamah dated 7th October* 1843, No. 863.

*Appendix A.

2. That while the transferred Estate, since its transfer for the said debt of 500,000 Rs. in Fusly 1253 up to the date of its sale in Fusly 1261, was in your Petitioner's enjoyment being valued of at Rs. 10,00,000, at a fair calculation of Interest at 12 per cent. per annum for eight years, Mr. Walter Elliot, the then Commissioner for the Northern Circars, caused the above named Estate, i. e. the two Purganahs to be sold and purchased them in the name of Government for Rs. 10,000, or at 1-100th of their real value. Your Petitioner, in consequence presented two Petitions to Government under dates the 7th January and 11th February 1861, praying therein for the restoration of the said two Purganahs, and the Government after due consideration forwarded the said Petitions to the Collector of the Kistna District together with their order of 2nd May last, desiring him to report whether the Purganahs in question were really under attachment or not on the day of their sale. The Collector, your Petitioner confidently presumes, in reply reported the real facts of the case as they then existed, viz.: that the Purganahs alluded to were not under attachment on the day of sale. Assuming the correctness of this belief your Petitioner humbly submits for

the consideration of Government that the act of the Commissioner was not strictly legal and that it is in simple justice your Petitioner begs that the said Purganahs may be restored to him on payment of the arrears. Your Petitioner has since the sale of the Estates under these circumstances, requested the restoration thereof; but. he is not aware on what grounds Government have not complied with his prayer; on the contrary as communicated to your Petitioner in their order of the 15th July last, No. 1403, Government would appear to have confirmed and approved of the Commissioner's act.

3. That in consequence of the receipt of the last mentioned order, your Petitioner presented an application dated 9th August last to the address of J. D. Sim, Esq. Secretary to Government in the Revenue Department, requesting therein attested copies of the order of Government dated 2nd May, which was forwarded to the Collecter of the Kistna District, and that Gentleman's report in reply thereto, to enable your Petitioner to lay his unfortunate case in full detail, before the Home Government; the application was returned under date the 13th September last with an Endorsement that Government are unable to accede to the request of Petitioner.

4. That this last order of Government which declined to grant the requested copies applied for by Petitioner, has revived his hopes, and encouraged him to submit once again his unfortunate case in detail with a view that your Excellency in Council will now take the same into due consideration and render him justice.

5. That by their order dated 21st January 1860, at the instance of the Nedadavole Zamindar, Rajah Narriah Appah Row, Bahadoor, whose several Petitions to the address of this Government regarding the unjust sale of his two Purganahs Nedadavole and Bahurzully also caused by the same Commissioner were, after careful consideration, at last restored to that Zamindar together with the Mesne profits of the last eight years, without occasioning to the Zamindar the trouble and delay of an appeal to England, which proceedings of this Government were since approved of by the Home authorities also. Your Excellency in Council might readily infer, under such circumstances, that it is only but fair to restore to your Petitioner also his two Purganahs on his paying up the arrears amounting to Rupees 2,20,000, in accordance with the Rules and Regulations enacted by Government.

6. That in addition to the foregoing reason your Petitioner now proceeds to submit that in his own case, the sale of the above mentioned two Purganahs, viz. Pentapaud and Goondoogolnoo, was illegal on the part of the Commissioner for the Northern Circars and ought therefore to be restored to your Petitioner. These Purganahs were formerly a part of the Nedadavole Zamindary, and were since transferred by Government to your Petitioner as already represented in para. 1 of this humble Petition, and while in his possession, owing to the unfavorableness of the season, your Petitioner's Estate was thrown

into difficulties and arrears of Peishcush amounting to about 2,20,000 Rupees became due by him. To meet this demand, four Purganahs, i. e. Wooyoor, Madoor, Pentapaud and Goondoogolnoo were attached in the years 1848 and 1849, whereupon your Petitioner addressed an Arzee* to Walter Elliot, Esq., the then Commissioner for the Northern Circars, requesting therein that your Petitioner be permitted to pay up the arrears for which the above named four Purganahs were attached, in four equal annual Instalments and to release the Purganahs upon that condition from attachment, for which an Inoyetnamah in reply dated 5th June* 1850, after the elapse of eight months, was forwarded by the Collector of the late Masulipatam District, apprizing your Petitioner that the above said *four Purganahs were with the permission of the Commissioner, released* from attachment, and that your Petitioner's officials might be instructed to take charge of them. Nothing however was stated, regarding the first of the above adverted to two prayers, as contained in the Appendix B, respecting the time in which the arrears should be paid up as suggested in four equal annual Instalments. This unconditional release subsequent to the presentation of the document B, really created within your Petitioner an expectation that the said Arzee (B) *was fully complied with and that some orders* stipulating certain conditions as to the payment of the arrears would be subsequently forwarded. In this expectation however, your Petitioner was, by the subsequent proceedings of the Commissioner, which your Petitioner never divined or dreamed of before, quite disappointed.

* Dated 12th Nov. 1849. Appendix B.

Appendix C.

7. That ever since the unconditional release of the above named four Purganahs from attachment in June 1850, they were under your Petitioner's management and enjoyment in common with the other portion of his Estate, for nearly sixteen months. But on the 29th September 1851, when your Petitioner had an interview with the Commissioner in Masulipatam, he was compelled, on the spot, to fair copy a Draft Rajeenamah (which that Gentleman got previously prepared by one of his own Office Goomashtahs) and sign the same, relinquishing thereby the Revenue management of the *two Purganahs of Pentapaud and Goondoogolnoo and transferring them to Government in full liquidation of the whole amount of arrears amounting to Rs.* 2,20,000, *and odd then due to the Circar.* Your Petitioner having no alternative, his solicitations for time to enable him to raise loans and pay up the arrears due, being of no avail and not even attended to, reluctantly submittted to the requisition of the Commissioner and signed the proposed document,* the Commissioner having directed that he should not be allowed to move from the spot before the document was signed, and which if refused by him your Petitioner judged would only draw down the further displeasure of the Commissioner and probably bring him into still greater trouble. This belief was engendered in your Petitioner's mind from his having been cognizant of the fact that the Commissioner had on a previous occasion done an act of flagrant injustice to one of his cousins, Rajah Narriah Appa Row, Bahadoor, the Nedadavole Zamindar whose Estate worth 2½ lacs of Rupees was caused to be sold for Rupees 10,000.

* Dated 29th Sept. 1851. Appendix D.

8. That your Petitioner does not in the least doubt that your Excellency in Council will conclude that the document D was extracted from your Petitioner by the influence of the Commissioner, as its contents do of themselves plainly testify that it was not the voluntary act of your Petitioner, especially when contrasted with the document B, which was on a previous date submitted by him of his own accord. Further your Petitioner begs to submit that it is unreasonable to suppose that your Petitioner would have freely given up for 2,20,000 Rs. and odd, Purganahs worth upwards of 5 lacs (according to the actual valuation of Government they having been made over to Petitioner for the payment of that amount) together with the large Ryotwary balances that were then outstanding, notwithstanding large amounts had been spent towards their improvement.

9. That after obtaining the extraordinary document D, as above detailed from your Petitioner, the Commissioner then proceeded to report* to Government the arrangements which he effected. The Commissioner stated in the said report that *the two Purganahs of Pentapaud and Goondoogolnoo, were placed under attachment pending the orders of Government;* while he directed the Collector about the same time to *take charge* of the said two Purganahs from your Petitioner's officials in reference to the Rajeenamah dated 29th September 1851 —these two communications of the Commissioner which differ from each other shew of themselves, without the necessity for further demonstration, that that Gentleman's sole object was to bring your Petitioner into trouble, and that it was purely with that motive that he submitted the above cited report to Government. Your Petitioner would however ask, assuming the correctness of the Commissioner's report, when were the two Purganahs referred to in that Gentleman's report, attached a second time since their release on the 5th June 1850, in conjunction with the two other Purganahs of Wooyoor and Madoor as per document C, and is there any document to show such further attachment to support the Commissioner's statement that the two Purganahs were placed under attachment pending the orders of Government? In the absence of such further attachment, the report must necessarily be incorrect, because it is evident that from the date of their release on the 5th June 1850, up to the date of execution of the document D, by compulsion, on the 29th September 1851, the above adverted to two Purganahs were in the sole management of your Petitioner for sixteen months in common with his other Estates.

* Dated 27th Oct. 1851.

10. That upon the receipt of the said report of the Commissioner, the Government did not permit the acceptance of the Rajeenamah D, by which the above named two Purganahs were ceded, and directed that it should be publicly sold according to the provisions contained in Regulations, they supposing that the Purganahs in question were really under attachment as the Commssioner had reported—these instructions of Government were communicated to your Petitioner through an Inoyetnamah* dated 14th January 1852, No. 3, intimating therein that the Government did not accept the cession of the two Purganahs and permitted that they should be regularly sold according to the Rules on

* Appendix E.

that subject, desiring at the same time that it be intimated to your Petitioner that in the event of the insufficiency of the sale proceeds to cover the arrears due, he will be released from all responsibility of the remaining balance upon the execution of a Deed of Kurarnamah transferring entirely his right of all demands against the Ryots—these instructions were issued by Government, your Petitioner freely admits with the only intention of relieving your Petitioner from hardship and purely with the motive of securing for him peace and tranquility. He conscientiously believes that it is never the intentien of Government that any of their subjects should be unjustly treated, and therefore ascribes his troubles to the then Commissioner's illegal proceedings.

11. That the illegality of the Commissioner's proceedings which your Petitioner alludes to, are as follows. 1stly. The unconditional release of the four Purganahs from attachment although Petitioner requested he might be permitted to pay up the arrears in four equal annual Instalments. 2ndly. Obtaining the Rajeenamah from your Petitioner by compulsion, relinquishing the Revenue management of the two Purganahs of Pentapaud and Goondoogolnoo for Government together with the large outstanding balances against the Ryots in full liquidation of the entire arrears of Peishcush amounting to Rupees 2,20,000, and odd, well knowing that the Purganahs were once transferred for a debt of 500,000 Rupees, and that one of them alone would cover the arrears due. 3rdly. Representing to Government that the two Purganahs in question were placed under attachment pending their orders while the Commissioner got the extraordinary document Rajeenamah marked D executed by compulsion at a time while they were in the free and sole management of your Petitioner after their release from attachment on the 5th June 1850, and while the Commissioner again on the same occasion instructed the Collector to take charge of the Purganahs in consideration of the Rajeenamah D dated 29th September 1851, and 4thly. Bringing the two Purganahs to public sale in one lot without previous attachment contrary to the orders of Government.

12. That the orders of Government declining the cession of the Purganahs and directing their sale according to the principles of the Regulations, were issued with the only motive of securing the interests of your Petitioner on the one hand and maintaining their own right equally on the other, and therefore it was therein worded "*according to the provisions of Regulations*" which, they are well aware require strictly that the property should be attached *previous* to its sale, and then be left for competition at a general public sale; but, how far the Commissioner and the Collector have adhered to this part of the Government order, is a matter left entirely for the consideration of your Excellency in Council. Your Petitioner however, submits as a part of his argument, whether the Purganahs of Pentapaud and Goondoogolnoo since released on the 5th June 1850, were again attached previous to their sale which took place on the 20th February 1852 as required by the Government enactments, viz. Regulation XXVI of 1802, Regulation I of 1803, Regulation III of 1830, and the Circular order of the Court of Sudr Udalut dated 20th July 1829. If they have been so attached, whether any of your Petitioner's Agents were engaged conjointly with the Government officials for their management as ought to have been the case during such attachment? and whether any opportunity was allowed during the

sale, for public competition in conformity to the intentions of the Government order?

13. That in the case of Rajah Narriah Appah Row, Bahadoor, one of your Petitioner's cousins of the Nedadavole Estate referred to in para. 5 of this petition, your Excellency in Council will find that one, out of his two Purganahs sold, was previously attached as required by Regulations, and the same being conjointly sold with the other unattached Purganah in one lot for one price within a few minutes, the Government Pleader submitted as his professional opinion at the requisition of Government that the sale of any landed property without being previously attached, is invalid, and therefore that the sale of both the Purganahs, being in one lot, cannot be upheld according to the provisions contained in the Regulations cited in the preceding para; this professional opinion of the Government Pleader was legally recognized and the sale being accordingly cancelled, the two Purganahs Nedadavole and Bahurzully were restored* to that Zamindar of Nedadavole Estate together with the Mesne profits amounting to about 400,000 Rs. of the eight years during which they were under Government management for the sole reason of the illegality of their sale. Whereas in the case of your Petitioner, neither of the two Purganahs, viz. Pentapaud nor Goondoogolnoo, was previously attached, and what reason could there then exist that the above cited precedent and the authorities which ruled the same could not be applied to your Petitioner's case which is one of greater hardship than the one above referred to. The Government have on various occasions rendered extensive assistance by their interposition for the relief and benefit of the above adverted to Nedadavole Zamindar; and shown all sorts of indulgence by remitting to him large amounts of arrears of Government Peishcush, as five lacs of Rupees on one occasion, and on the second instance restored the two sold Purganahs with a Mesne profit of about four lacs Rupees as already detailed. Your Petitioner who is a like Zamindar of an extensive and ancient Estate possessing a large family and many dependants, continued all along to pay up regularly the Government Peishcush without failure, and while he is also quite prepared for any undertaking to any extent on behalf of Government when necessary, was not favored with any such indulgence for the last seventy years since the date of the issue of the permanent Cowle to your Petitioner's late father, Rajah Ramachendra Appah Row, Bahadoor, neither has your Petitioner ever submitted a request for remission or the like up to this moment; but on the contrary he still represents that he is prepared to pay up the arrears which have accrued owing to the results of bad years.

* Vide Para. [illegible] of the Madras Govt. Abstract dated 21st January 1853 No. 15 Appendix A.

14. That the above named two Purganahs of Pentapaud and Goondoogolnoo having been sold in one lot were purchased by Government for one price, viz Rs. 10,000—this sale, your Petitioner contends, was quite illegal both in reference to the orders of Government and the pratice which invariably prevailed throughout the country. The orders of Government with respect to the sale of those Purganahs were, to proceed in accordance with the provisions contained in the Regulations and not to employ any arbitrary proceedings such as the Commissioner Mr. Walter Elliot exercised in this instance. The Regulations [illegible] to, one and all require that any property which may becom[illegible] on account of arrears of Government Revenue, should be pr[illegible]

and continue so, for a certain limited time under the management of Government Officers, and when the fixed time is over, the auction sale should then commence, and the Circar is required to keep up the crying for three successive days at least, so as to give a fair opportunity to the public of bidding, the property being ultimately knocked down to the highest bidder whether it be on account of Government or any other private individual. Such having been the practice hitherto observed throughout the country as required by Regulations, in the instance of your Petitioner's property, no formal attachment was made previous to sale, no opportunity was allowed for public competition, and in a word none of the forms required by the Government Regulations was gone through, because, as your Petitioner humbly trusts that your Excellency in Council will also perceive, the Commissioner was aware that the observance of any part of the Regulations above detailed would enable your Petitioner to retrieve himself from the misfortune which that Gentleman avowedly intended to bring upon your Petitioner. Hence it is clear that the sale of the Purganahs in question were entirely illegal in reference to the Regulations and the Rulings of the Court of Sudr Udalut cited in para. 12 of this humble Petition.

15. That it is true that Mr. Lushington the then Collector of the District had, through an Inoyetnamah* dated 14th January 1852 intimated that the Government did not consent to the cession of the two Purganahs in question but ordered their sale by public auction according to Regulations, and that a sale advertisement of Pentapaud and Goondoogolnoo Purganahs would accordingly be sent to the Commissioner—this Inoyetnamah, as long as it intimated that the Government did not consent to the cession of the two Purganahs gave to your Petitioner some relief and induced him to engage himself in raising loans abroad so as to satisfy the Government demand before the ordered sale should take place, and which he thought would take up several days after being regularly attached, for, the Inoyetnamah was so worded that the sale was ordered to take place *according to Regulations*, and your Petitioner never for a moment divined that the Regulations and the Government order will be so set aside in his case, and that the local authorities were so much avowedly inclined to bring him to misfortune. It would therefore seem that the sale was effected just in the way that it pleased the Commissioner without reference either to Regulations or to the practice of the Country as already stated, and the *two Purganahs which were once given to your Petitioner on account of a judgment debt of four and half lacs of Rupees, by the interposition of Government, were on this occasion knocked down after a very few cries for the bidding of Ten Thousand Rupees and were purchased by the same Government.*

* Appendix E.

16. That after the close of the sale in the manner indicated above, which he never thought would take place so suddenly and so illegally, till he was informed of it by the Collector's Inoyetnamah, dated 4th March 1852* which contained nearly the following words. "In satisfaction of Rupees 2,20,318-7-5, being the "arrears of Peishcush due to the Circar upon the Zemindaries of Wooyoor and "Pentapaud up to Fusly 1260, the Purganahs of Goondoogolnoo and Pentapaud having been under orders of Government put up to sale in auction on "the 20th Ultimo, were purchased by the Government for Rs. 10,000. The "purchase money aforesaid, excepted there is a balance of Peishcush Rupees

Appendix F.

"2,10,318-7-5, in favor of Government. The said balance would be remitted, in "the event of your resigning absolutely to Government all your right and "title to the arrears due up to Fusly 1260, by the Ryots of the villages "attached to the said two Purganahs. I therefore beg to forward herewith a "Draft of the Kararnamah* to be submitted in reference thereto. You should "therefore get it copied fair and on signing and sealing it, forward it as soon "as possible, accompanied by an Arzee. A recommendation will then be sent "to the Commissioner of Northern Circars to remit the said arrears of Peishcush." Your Petitioner was required as above quoted to sign, seal and forward the Kararnamah,* to which he was necessarily obliged to submit because the Inoyetnamah which gave cover to the said Draft Kararnamah, distinctly indicated that in case of any reluctance being shown on the part of your Petitioner in forwarding the Kararnamah as therein required, it plainly predicted some still more inevitable misfortune which he apprehended might likely tend to a total deprivation of his remaining Estate too, for the adverted to balance of Rs. 2,10,318-7-5, even after purchasing for Rs. 10,000, properties of the real value of 10,00,000 Rs. threatened to remain unadjusted in the event of non-compliance.

*Appendix G.

*Dated 2nd April 1852. Appendix G.

17. That such is the history connected with the original and illegal sale of the two Purganahs of Pentapaud and Goondoogolnoo as detailed in the preceding paras, and your Petitioner now begs permission to show how far he is justified in mentioning that the judgment debt of 500,000 Rupees was a responsibility on the part of Government. The loan was originally allowed with the permission of Government to the Nedadavole Zamindar, on the pledge of his permanent Cowle out of the surplus funds of your Petitioner while his Estate was under the management of the Court of Wards during his minority, with the express condition that the same would be discharged by annual Instalments of 50,000 Rupees together with its accrued Interest, and in case of failure of any of the Instalments, that the pledged Estate should be sold for the recovery of such balance as may be outstanding at the time. On the failure of certain Instalments, your Petitioner proceeded to recover his money through the Court of justice according to the conditions of the Bond, but whilst the Decree of that Tribunal was pronounced in your Petitioner's favor, the Government, being aware that the loan was made upon their responsibility, as declared in Extract Minutes of Consultation dated 12th June* and 20th July* 1841, No. 790 and 14th January* 1842, No. 57, interposed in the matter, and desired your Petitioner to accede to the terms of transferring the above adverted two Purganahs of Pentapaud and Goondoogolnoo together with one Chevendru Moottah in full liquidation of the amount of the judgment debt of Rs. 500,539-0-1, as proposed by them, your Petitioner, though he was then fully aware that the said Purganahs and Moottah which were proposed to be transferred were not of sufficient value to cover the amount of your Petitioner's claim or were capable of yielding so much as to realize annually the proper Interest of the said sum of 5 lacs of Rs. as is the case even to this day, notwithstanding the construction of the Godavery Annicut, because three-fourths of the villages of the said two Purganahs being situated on the Northern and Western sides of the Godavery Annicut Canal, no water from the same has up to this time been supplied nor would hereafter be supplied to them, but only to

villages of the other one-fourth which are situated on the Eastern and Southern sides of the Canal and where the villages of Nedadavole and Bahurzully Purganahs belonging to the Nedadavole Estate are most advantageously situated, still your Petitioner submitted to the proposed terms because it was proposed by the Ruling authorities, and because he believed it was the only method of securing their permanent favor and merciful consideration. The proposal was accordingly effected and the transferred Estate was under your Petitioner's management for about 9 years.

18. That your Petitioner now begs to resubmit for your Excellency's consideration whether the Commissioner was at all justified in sanctioning the sale of the said two Purganahs for Rs. 10,000, which were transferred once by the same Government for a debt in hard cash of 5,00,000 lacks of Rupees and odd, without even passing through the forms of the Regulations as already detailed and which was at a fair calculation, regarded to be equivalent to a capital of 10,00,000 Rs. to your Petitioner up to the date of the illegal sale on the 20th February, 1852. Had your Petitioner insisted upon Government then paying up his said debt of 5,00,000 of Rs. in hard coin, they would have accordingly satisfied him, or adopted the necessary measures to meet that end, and your Petitioner since that date up to the time of the illegal sale of the Purganahs in 1852, would have increased that capital of 5,00,000 Rs. and odd, if it had been paid in hard coin to a sum of not less than Ten lacs of Rs. at a fair calculation of Interest at 12 per cent. per annum as allowed to Sowcars for loans advanced by them.

19. That under these circumstances, it is left for your Excellency in Council to judge of the fairness of the purchase of such extensively valuable property for the insignificant sum of 10,000 Rs., which is but the 100th part of its real value, and your Excellency in Council must also at the same time perceive that it is only proper and becoming the character of British justice either to restore the Purganahs in question, or pay up the sum of Ten lacs of Rs., together with its accrued Interest from the 20th February 1852, the day on which their illegal sale was effected.

20. That your Petitioner further begs to submit that he never solicited any remission whatever; but continues all along, to request the restoration of the Purganahs in question upon payment of the arrears of Peishcush due to Government, such being the case, your Petitioner cannot really comprehend the actual motive of the local authorities in saying that a "recommendation" for remission will be submitted, while no remission was ever asked for by your Petitioner. If the proposed remission is to be considered a voluntary offer of the Collector or the Commissioner without being asked, your Petitioner conceives it to be no remission, because his property which was worth 10,00,000 of Rs. being five fold the amount of the Government demand of 2,20,000 Rs., against him, was already taken away from him. The word "remission," is justly applicable to the one that was granted to the Nedadavole Zamindar in 1843 when he was overwhelmed with embarassments. For the sake of immediate and easy reference, your Petitioner begs to repeat once again that his whole Estate

was at that time purchased by Government without giving his private creditors any opportunity of undue pressure upon him, his private liabilities were satisfied, while the arrears of public revenue against him amounting to about 5,00,000 Rs. was entirely remitted, and the Estate was again restored quite free from all demands as already particularized in one of the preceding paras of this Petition.

21. That after relating the whole of the facts in connection with the circumstances of the open injustice done to him by the Commissioner for the Northern Circars, your Petitioner begs to submit the arguments which he has to produce in support of his claim for the restoration of the two Purganahs which were illegally sold and bought in for Government. It has been shewn by the circumstances related in the preceding paras that after the release of Vooyoor, Madoor, Pentapaud and Goondoogolnoo Purganahs from attachment as per Inoyetnamah dated 5th June 1850, neither Pentapaud and Goondoogolnoo, nor any other portion of your Petitioner's Estate was ever again attached on any occasion according to Regulations. It is declared as a professional opinion, which was ultimately recognized by Government also, that the sale of any landed property for arrears of Revenue without previous attachment is invalid, and for the same reason, the Purganahs Nedadavole and Bahurzully were restored* to the Zamindar, Rajah Narriah Appah Row, Bahadoor, on the ground of illegality of their sale. Further the highest Ruling Authority the Government itself have decidedly rejected the recognition of the first document D, when reported on by the Commissioner, and on the contrary, ordered the sale of the two Purganahs "*according to Regulations*", because Mr. Walter Elliot, having then withheld from Government the real facts of the case had misrepresented to them that he placed the Purganahs in question under attachment pending their orders, while he desired about the same time the Collector Mr. Lushington to take charge of the Purganahs from your Petitioner's officials as per stipulations of the document D, which he obtained from your Petitioner by compulsion.

* Vide Govt. order of 21st January 1860 No. 109. Appendix K.

22. That should the Government still consider that the sale, being effected under the orders of Government, cannot be now disturbed, your Petitioner with every deference and respect to the said orders, begs to submit that the order in question was not executed in its full spirit as was intended, hence the sale was illegal in reference to the provisions contained in the Regulations, and the observations recorded by Government in the case of the Nadadavole Zamindar, (Vide order of Government of 21st January 1860, No. 109, para. 13) much more does it concern the Government that your Petitioner's Estate in question was sold for only 10,000 Rupees while it was originally valued at five lacs of Rupees and was actually transferred for the same amount of debt. Neither has the Government reason to say that the nature of the Nedadavole Zamindar's case was different from that of your Petitioner's, because both of them bear the same features and were dealt with by one and the same Gentleman within a few months earlier or later, the one and the other in one and the same district and in one and the same ancient family—and your Petitioner would further respectfully urge that his case was still more unjustly treated than that of his cousin the Nedadavole Zamindar, as already detailed—consequently your Petitioner earnestly entreats that your Excellency in Council will be pleased to take the foregoing circumstances into your Excellency's due and gracious consideration, and then arrive at a just resolution that for the sake of British justice, the illegally sold Purganahs of Pentapaud and Goondoogolnoo be restored on payment of the arrears due after an adjustment of the receipts and disbursements in the Purganahs since their sale.

For which act of justice and mercy your Petitioner will as in duty bound

EVER PRAY.

Madras
25th December
1861.

Signed Rajah Sobhanadry
Appalow Bahadur.

True Copy

APPENDIX A.

No. 63.

To RAJAH SOBHANADRY APPA ROW, BAHADUR,
Zemindar of Noozeed in the Zillah of Masulipatam.

Whereas, on account of the debt due to you by Rajah Naraya Appa Row, Bahadur, Zemindar of Nidadavole, and the arrears of Peishcush due to the Circar upon his Zemindary, the Government have purchased the Pergunnas of the Zemindary in public auction; whereas, according to the terms of your application, and in consideration of the debt due to you by Naraya Appa Row, the Pergunnas of Pentapad, Goondagolnoo and Chevendra Mootah attached to the Zemindary of Nidadavole, are made over to you from the present Fusly of 1253; whereas, the Pergunnas have been put into your possession for a Peishcush at present of 68,000 Rupees pending the preparation of sub-division accounts and the assessment of a permanent Peishcush, 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 memo. of monthly instalments according to which you are to pay the said Peishcush; you are therefore hereby required to forward invariably every year the amounts falling due as per the memo. of instalments aforesaid to the Treasury of the Huzur, accompanied by a remittance roll, till a permanent Peishcush should be fixed for those Pergunnas and the same intimated to you.

KALLEPALLI,
27th October 1843.

(Signed) R. T. PORTER,
Collector.

APPENDIX B.

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

Petition respectfully presented by RAJAH SOBHANADRY APPA ROW, BAHADUR, Zemindar of Noozeed, attached to the Circar of Moostaphanagar, (Masulipatam.)

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

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

In Fusly 1240 when my minority ceased, they transferred the Estate to me together with its profits for that Fusly.

Subsequently in Fusly 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 Pergunnas attached to the Wooyyoor Zemindary. The cultivation and the yield of the estate decreased. Nevertheless with the aid of the funds which the Court of Wards made over to me at the time of delivering the Taluq, I continued to pay the Circar Peishcush in full up to Fusly 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 Fusly 1252 I settled the villages of the Wooyyoor and Medoor Pergunnas attached to my Zemindary for Bilmookta rent after the fashion of the Veesabudy settlement, and executed documeuts accordingly. The Ryots were induced thereby to undertake the cultivation since the said Fusly. But in consequence of drought and inundation, and also owing to high prices in that Fusly, they were unable to pay the Kist in full, which left me in arrears of Peishcush to the Circar to some extent. On account of my arrears to Circar amounting to Rupees 46,219-11-3, up to March, Fusly 1252, Mr. Porter, the Collector, ordered in April following the Noonnastalam Pergunna of the Wooyyoor Zemindary to be attached. After deducting what was collected by the Tahsildar on account of the Kist due from the said April to January of Fusly 1253 on the said Pergunna and what I paid on other Pergunnas, there was still a balance of Rupees 19,026-14-5 due to 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 the release of the Noonnastalam Pergunna in February, Fusly 1252, after having obtained a Kararnamah from me to the said effect.

In Fuslies 1252-53, the Jonnaloo crops failed in consequence of excessive rain. The collections fell considerably, and I was not able to pay the Peishcush in full. The arrears on the Wooyyoor Zemindary up to the end of Fusly 1253 amounted to Rupees 74,307-3-1 for which the Collector sequestered in June, Fusly 1253, all the Pergunnas attached thereto. This amount with Rupees 98,000, Peishcush due for Fusly 1254 aggregated, to Rupees 1,72,307-3-1, a portion of which was realized by the Tahsildar and paid to Circar, leaving a balance of Rupees 66,288-3-9 up to February, Fusly 1255, inclusive of the Sist due for that Fusly. 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 Zemindary 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 Fusly 1255, and Rupees 18,264-13-7 at the end of Fusly 1256, together with interest in proportion to the current Sist, and ordered the Wooyyoor Zemindary to be released in March, Fusly 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 Fuslies 1255-56, as also in Fusly 1257.

In Fusly 1258, cultivation progressed fairly and the fields were in luxuriant growth en a heavy and excessive fall of rain damaged the staple crop of Jonnaloo. The nsequence was the non-payment of the Kist in time, and an arrear of Rupees 35,518-13-1 nained due against the Zemindary up to April of the said Fusly, for which the Pergunnas Wooyyoor and Medoor, were attached by the Collector in May following. This sum gether with the Kists due for May and June, amounted to Rupees 55,593-13-1. On count thereof the Tahsildar collected Rupees 25,000 in that Pergunna, and remitted the me to the Huzur; Rupees 30,893-13-1 being the balance still due to the Circar.

With regard to the Zemindary of Pentapad, I beg to state that during my minority, y father's elder brother the late Rajah Venkatanarasimha Appa Row, Bahadur, the emindar of Nidadavole borrowed of the Court of Wards Rupees 3,00,000, out of the rplus profits of my Estate, upon the mortgage of the permanent Cowle of his Zemindary. te, and after him, his adopted son Naraya Appa Row paid me some money towards rincipal and interest, but still owed me a large sum both on account of principal and nterest as per the Razeenamah filed in Court, but he (Naraya Appa Row) not being ble to discharge the balance, the Collector with reference to the precept of the Court ssued upon my application, attached the whole of the Nidadavole Zemindary on account of the sum due to me and the Peishcush due to Circar.

On coming to know the real state of the Nidadavole Zemindary, 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 Taluqs, 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 Zemindar, and proposed the transfer to me of Pentapad Goondagolnoo 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 Fusly 1252 in possession of the two Pergunnas aforesaid, and the Mootah of Chevendra, and after having settled the Peishcush with reference to the average collections of a few preceding years issued an Inayatnamah, directing me to pay yearly a Peishcush of Rupees 68,000 on the said Estate. In fixing this Peishcush the usual deduction of $\frac{1}{3}$d vas not made, but I trust that justice will be rendered to me when the higher authorities ix the Peishcush 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 $\frac{1}{3}$d profit, as will be evident from what follows; and moreover than that the collections fell even below the Peishcush fixed on the Estate which therefore fell in arrears to the Circar. This fact will be evident to your honor on enquiry.

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 Pergunnas 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 Reddiseema tanum. During seasons in which there was but a small quantity of rain, the Pergunnas d not yield much owing to the want of water in the Godavery which fed the said annel, 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 Sist 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 Peishcush. Notwithstanding many attempts on my part to pay off the balance, there was an arrear of Rupees 43,151-6-7 due against my Zemindary up to June, Fusly 1257. For this sum the Collector attached the Pergunna of Pentapad in June, Fusly 1257, and for the subsequent balance of Peishcush the Pergunna of Goondagolnoo on account of the balance due on the Pentapad Zemin up to June, Fusly 1257, i. e., Rupees 43,151-6-7 the Tahsildar collected Rupees 800 from the Taluqs and I paid on different occasions Rupees 22,534-1-6 by raising loans with the knowledge of the Collector, amounting in both to Rupees 23,334-1-6, leaving a balance of Rupees 19,817-5-1 on account of outstanding arrears and Rupees 17,986-12-8 for Fusly 1258, in all Rupees 37,804-1-9 as stated above. I am indebted to Circar in a sum of Rupees 68,697-14-1 against the said two Zemindaries. The Sist due to me by the Ryots of my Zemindary 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 Krishna, 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 Zemindary, when and how I paid Peishcush to the Circar from Fusly 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 Taluqs 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 Pergunnas of Wooyyoor and Medoor, were attached in Fusly 1258, there was a balance of Rupees 35,518-13-1 due against that Zemindary. 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 Pergunnas having been zufted, they hesitated and retracted their promise.

Suraneni Venkapaty Row Gauroo the late Zemindar of Mylavaram applied for a loan of Rupees 60,000 for the purpose of paying the Sist on his Zemindary, 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 Row on the mortgage of his Mootah called Velvada, amounted in all to Rupees 1,56,291-9-0 as per decrees of the Court, Razeenamah and other public documents. No portion of it having been paid to me, Mr. Porter, the Collector enquired into the matter and told me Vengatapaty Row 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 Fusly 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 Peishcush. Though the assessment on the Somavaram Taluq in the Chatrayi Pergunna attached to my Zemindary is entered in the Circuit Committee account and included in the Peishcush payable by me, yet, as the said village is continued as "Sarva Mokahsa" (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 Arzees to the notice of the Honorable Board and Collector, but no reply has been as yet made. In consequence of the said Sist 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 Arzees.

Moreover, Kotti Pattabi Rama Row, 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 Zemindar of Divi owed me under a decree Rupees 30,665-15-10, but I have nothing to do with that sum now. The Zemidar of Bezavada, Siddi Ganapati Doss of Tadiconda, 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 Pergunnas being under the care of Circar for the balance of Peishcush due on the Zemindary, 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 Agraharam villages in my Zemindary and yet I paid the whole Peishcush 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 Fusly 1258 there was a balance of Rupees 68,000 and odd, the rest of the Peishcush due on the said two Zemindaries 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 Zemindary 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 Zemindaries 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 Fusly is not sufficient to cover the current Peishcush. 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 unto your kind consideration, permit me to *discharge the balance by four equal instalments* commencing from Fusly 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 Zemindary it did not yield even so much as to pay the Peishcush 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 Nidadavole Zemindary, I believe you would have no objection to show the same favor with regard to the interest on the balance due on the Pentapad Zemindary. The burden of supporting a person who like myself is a Zemindar and leads an honorable life, rests with the Honorable Company who are the masters of the country. The Circar rendered their assistance even so far as to relieve the Estates of Zemindars 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.

12*th November* 1849.

(Signed) RAJAH SOBHANADRY APPA ROW, BAHADUR.

APPENDIX C.

No. 27.

To RAJAH SOBHANADRY APPA ROW, BAHADUR,
Zemindar of Noozeed, &c., &c.

Whereas, Wooyyoor, Medoor, and the Pergunnas of Pentapad and Goondagolnoo, forming a portion of your Zemindary 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 Pergunna of Pentapad, to the Tahsildar of Ellore, in respect of the Pergunna of Goondagolnoo, and to the Tahsildar of Noonnastalam relating to Wooyyoor and Medoor, you are required directly after receiving this order, to cause your people to receive charge of the several Pergunnas 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 Pergunnas aforesaid.

MASULIPATAM,
5th June 1850.

(Signed) R. T. PORTER,
Collector.

APPENDIX D.

No. 20.

To COMPANY'S CIRCAR.

Razeenamah submitted by Rajah Sobhanadry Appa Row, Bahadur, Garoo, Zemindar of Noozeed, in the Zillah of Masulipatam, under date the 2d September 1851.

Whereas the Zemindary of Wooyyoor and the Pergunnas of Pentapad and Goodnagolnoo, forming my Zemindary, are encumbered with the arrears of Revenue and interest accumulated up to the 31st December 1851, as follows:—

	Principal.	Interest.	Total.
Zemindary of Wooyyoor...	94,769 8 7	39,769 13 8	1,34,539 6 3
The Pergunnas 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.

Fusly	1248.....	.....		2,842 13 6		2,842 13 6	
,,	1251.....	.....		1,906 7 2		1,906 7 2	
,,	1252.....	.....		4,700 13 11		4,700 13 11	
,,	1253.....	.....		22,224 12 9		22,224 12 9	
,,	1254.....	16,824 3 0		14,727 0 3		31,551 3 3	
,,	1255.....	974 7 7		753 6 4		1,727 13 11	
,,	1257.....	2,018 10 6		986 4 5		3,001 14 11	
,,	1258.....	47,221 13 1		13,777 7 0		60,999 4 1	
,,	1259.....	35,227 15 0		6,951 6 0		42,179 5 0	
,,	1260.....	46,962 11 1		2,218 3 10		49,180 14 11	
	Total...	1,49,229 12 3		71,088 11 2		2,20,318 7 5	

In words Rupees two hundred and twenty thousand, three hundred and eighteen, annas seven and pice five; whereas under present circumstances I am unable to discharge the said arrears; and whereas towards the liquidation of the said arrears due by me to the Circar, viz., Rupees 2,20,318-7-5, I do relinquish of my own free will and accord the Pergunnas of Pentapad and Goondagolnoo, conferred upon me by the Government in discharge of the debts due to me by the Zemindar of Nidadavole, I pray that the Government will be pleased to take possession of the said two Pergunnas as prayed for by me, and to absolve me from the liability to make good the arrears.

I have realized some money from the Ryots of the said two Pergunnas on condition of granting a remission in respect of the Revenue due for Fusly 1261. I shall pay unto Circar whatever amount I may be proved to have received, in the course of an enquiry to be instituted by Circar Agents among the Ryots. A portion of the collection aforesaid was advanced to the Ryots as Taccavy in aid of cultivation in Fusly 1261. As to the amounts of Taccavy so advanced and the parties to whom they were advanced, I shall get the Ryots themselves to speak. I pray, therefore, that a remission will be granted in my favor, in respect of the amounts proved to have been so advanced to the Ryots.

I have tendered to the Circar the Pergunna of Gollapalli forming a part of my Zemindary of Wooyyoor as security for due payment of the amount realized by me from the Ryots as aforesaid. I now agree to pay the said amount on the condition that the Circar may

attach the said Pergunna in default of my paying, on the 15th December 1851 a moiety of whatever amount I may be proved to have so collected; and further I engage that the said Pergunna shall lapse to Government in the event of the whole of such amount not being paid to the Circar on the 15th May 1852; that thereafter I shall have no right whatever to the said Pergunna; and that there should be no let or hinderance by me to the Pergunna being registered in the name of the Government.

The Government have taken upon themselves the arrears of Revenue due by the Ryots of the said two Pergunnas before their transfer to me. As for the arrears of Revenue and other claims that I have upon them subsequent to their transfer to me, I have resigned to Government all my right thereto. Neither I nor my heirs, therefore, shall have any pretensions thereto in future.

(Signed) RAJAH SOBHANADRY APPA ROW, BAHADUR.

Monday the 5th Aswija Sudha of Virodikrittu.

APPENDIX E.

Translation of an Inoyetnamah issued by the Collector to Rajah Sobhanadry Appa Row, Bahadur, Zemindar of Noozeed, dated 14th January 1852.

It appears from the Extract Proceeding of the Commissioner for the Northern Circars, dated 6th Instant that Government taking into consideration the fact of your having tendered to him a Rajeenamah under date the 29th September 1851 agreeing to resign to Government the Purgunnahs of Pentapaud and Goondagolnoo in satisfaction of the arrears Rs. 2,20,318-7-5 (including principal and interest) due up to fusly 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 Purgannahs sold by auction according to Regulations and to apprize you of the following circumstances. Consequently an advertisement to bring the Purganahs of Goondoogolnoo and Pentapaud to auction, will, accordingly be forwarded to the Commissioner. Should the arrears of Peishcush 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 Peishcush if you will transfer to Government the debts outstanding against the Ryots on account of your management in the said Purganahs.

As the Government at the sacrifice if a large Peishcush amount due to them, and to protect you from ruin have, as aforesaid, afforded you suitable means to relieve you from your embarrassment and render you happy, you have no reason to except further indulgence from Government, you will have foreknowledge that in case of your failing to pay punctually in future the Peishcush 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.

Furthermore the condition stipulated in your Rajeenamah for the annexation to Government of the Collapully Purganah pledged by you in the event of of the amount of collections forestalled by you in the Pentapaud and Goondoogolnoo Purganahs for Fusly 1261 not being paid to Government according to the two instalments agreed to by you, is not admitted for the same reason under each: the private transfer made by you of the said two Purgnnahs is not permitted by Government.

Should you not therefore discharge according to the instalments the amount that may in the future enquiry be found to be due by you on account of the same, either the said Gollapully Purganah 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 25th May 1851, which is the 2nd 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.

(Signed) T. D. LUSHINGTON,
Collector.

(True Translation.)

Bezorah, 14th January 1852.

(Signed) E. THORNHILL,
Acting Collector.

APPENDIX F.

No. 7.

No. 21.

To RAJAH SOBHANADRY APPA ROW, BAHADUR,
Zemindar of Noozeed.

In satisfaction of Rupees 2,20,318-7-5, being the arrears of Peishcush due to the Circar upon the Zemindaries of Wooyyoor and Pentapad up to Fusly 1260, the Pergunnas of Goondagolnoo and Pentapad having been, under orders of Government, put up to sale in auction on the 20th ultimo, were purchased by the Government for Rupees 10,000.

The purchase money aforesaid excepted, there is a balance of Peishcush, Rupees 2,10,318-7-5 in favor of Government.

The said balance of Peishcush would be remitted, in the event of your resigning absolutely to Government all your right and title to the arrears due up to Fusly 1260 by the Ryots of the villages attached to the said two Pergunnas.

I therefore beg to forward herewith a draft of the Kararnamah to be submitted in reference thereto. You should therefore get it copied fair, and on signing and sealing it, forward it as soon as possible, accompanied by an Arzee. A recommendation will then be sent to the Commissioner of Northern Circars to remit the said arrears of Peishcush.

ELLORE,
4th March 1852.

(Signed) ———
Collector.

(Signed) K. RAMANAH,
D. S.
(„) M. VENCATARATNAM.
A. I.

APPENDIX G.

No. 23.

To THE COMPANY'S CIRCAR.

Kararnamah submitted by Rajah Sobhanadry Appa Row, Bahadur, Garoo, Zemindar of Noozeed, in the Zillah of Masulipatam.

In satisfaction of Rupees 2,20,318-7-5 being the principal and interest of the arrears of Peishcush due up to Fusly 1260 upon the Zemindary of Wooyyoor and the Pergunnas of Pentapad and Goondagolnoo, an Isteharnamah was stuck up under orders of Government,

and the Pargunnas 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 Peishcush 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, Mokhasadars, Agraharamdars of the said Pergunnas 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 pleasod to remit the said arrears of Peishcush due on the Estates aforesaid, and to enter the same in the accounts under the head of Remissions.

(Signed) RAJAH SOBHANADRY APPA ROW, BAHADUR.

2d April 1852.

APPENDIX H.

No. 790.

Extract from the Minutes of Consultation dated 12th June 1841.

Read the following papers.

Read the following letter from the Secretary to the Board of Revenue, dated 22nd October 1840 No. 397.

Minute by the Honorable Mr. Bird, dated 21st May 1841.

Read Petition from the Needadavole Zemindar, Rajah Narriah Appah Row, Bahadoor, dated 7th April 1841.

Read Petition from the Noozeed Zemindar, Rajah Sobhanadry Appah Row, Bahadoor, dated 23rd April 1841.

It appears from the papers before Government that there are liabilities against the Nedadavole Estate to the extent of 800,000 Rs. viz. Rs. 4,28,000 being the principal and interest of the loan of 300,000 Rs. made by the Court of Wards with the permission of Government out of the surplus funds of the Noozeed Zamindar's Estate and Rs. 2,45,062, on account of Government Peishcush independent of the arrears since accrued, notwithstanding the other private liabilities against the Estate, while the said Nedadavole Estate is pledged to the Noozeed Zamindar on account of his debt, and since the institution of a suit against Narriah Appah Row, for a Rajeenamah equivalent to the Decree, is filed, under such circumstances it is fair that that demand might be caused to be met with previous to the satisfying of the Government Peishcush.

The Board of Revenue recommend that the whole amount of arrears of Peishcush due to Government against the Estate may be remitted because they consider that by dividing such portions from the Estate to the parties concerned, and realizing the demand of the Noozeed Zamindar, it would be impossible to the Nidadavole Zamindar to discharge the large and growing arrears of Government Peishcush, because the arrears grew owing to the results of bad years and the management of Government officers while the Estate was under Circar management.

It is to be observed from para 20 of the Board's letter that the Nedadavole Estate is so much involved that it must necessarily be rectified and in consequence that the whole Estate may be zufted and sold,—although Government has no objection to this proposal, yet they consider that by complying with the proposal of the Board, it would seem to serve to meet only a small portion of the demands, while arrears in favor of Government are allowed to grow. However there are other objections to the Board's proposals, i. e. as long as the claims which prejudice the right of the Zemindary, are allowed to remain unsettled, the transfer which the Zamindar intends cannot be effected. Further although it appears that some agreement was entered into by Narriah Appah Row with Lutchoomikantammah Seetiah, it does not appear that Seetiah had withdrawn her suit and that no other claims exist, so as to obtain the Zamindary.

It will not be fair to burden the whole arrears against one portion of the Estate as applied for by parties without the consent of all the creditors. And in the event of remitting the arrears, the other creditors will advance with their claims against the Estate and the Government could not then object the execution of any process of the Court against the Estate and its sale.

The Governor in Council is therefore of opinion that the whole Estate may be sold in a public sale and the portion which the Noozeed Zamindar wishes to take be made over to him with a proportionate Peishcush in full of all his demands and the remaining portion of the Estate be purchased in the name of Government on account of arrears in the absence of any other highest bidders.

The Honorable Governor in Council will then recommend to the Honorable Court of Directors either to restore the portion of the Estate to the Zamindar with a fresh Sunnud and a new Peishcush or grant an allowance from the Sist for the maintenance of the family as recommended by the Board in 21st and the subsequent paras of their letter as Sir Frederick Adam had acceded to, to a certain extent, after the Zemindar had settled the claims of the Private liabilities and his other relations.

It is ordered that a copy of this resolution be forwarded to the Board of Revenue for their information and guidance and for communication to parties concerned.

APPENDIX I.

No.

Extract from the Minutes of Consultation, dated 20th July 1841.

The Right Honorable the Governor in Council desires that the Board of Revenue will consult with the Collector of Masulipatam whether it is possible or not to effect the arrangements proposed in Extract Minutes of Consultation dated 12th June 1841, No. 790 for the settlement of the claims against the Nedadavole Zemindary.

APPENDIX J.

No. 57.

Extract from the Minutes of Consultation dated 14th January 1842.

Read letter from the Secretary to the Board of Revenue, dated 9th December 1841, No 523.

Para 1. It is already stated in Extract Minutes of Consultation dated 12th June 1841, No. 790, that the Government having considered the demand of the Noozeed Zamindar

should be realized previous to the arrears of Government Peishcush, and as such a recommendation has been submitted to the Honorable Court of Directors, and on the receipt of their order his demand will be caused to be satisfied through the Nedadavole Estate. Consequently the Right Honorable the Governor-in-Council could not comprehend what the Noozeed Zamindar now requests.

2. Resolved that Petitions Nos. 1519 and 1610, from Vencatadry Appah Row and Simhadry Appah Row, be forwarded to the Board of Revenue for report.

3. The other Petitions presented by others concerned with the Nedadavole Taluq are ordered to lie over in the Petition Department.

From Birjee Mohundoss of 3rd August 1841 No. 1569.
From Narriah Appah Row, Bahadoor dated October 1841 No. 1864.
From Birjee Mohundoss dated 22nd October 1841 No. 1865.
From do. do. dated 22nd October 1841 No. 1889.
From Narriah Appah Row, Bahadoor dated 5th November 1841 No. 1890.

(Signed) HENRY CHAMIER,
Chief Secretary.

APPENDIX K.

REVENUE DEPARTMENT.

PROCEEDINGS of the MADRAS GOVERNMENT.

Read again Proceedings of the Board of Revenue, dated 9th August and recorded in Proceedings dated 11th October 1859, No. 1388.

Read also the following papers.

Minute by the Honorable W. Elliot, Esq.	(Here enter 20th August 1859.)
Minute by the Honoroble W. A. Morehead, Esq.	(Here enter 25th September 1859.)
Minute by the Honorable the President.	(Here enter 2nd October 1859.)
From C. Dale, Esq., Government Pleader, replying to Government order of 11th October 1859, No. 1388, regarding the Nedadavole Estate.	(Here enter 26th October 1859, No. 132.)
Minute by the Honorable the President.	(Here enter 10th November 1859.)
Minute by His Excellency the Commander-in-Chief.	(Here enter .)
Minute by the Honorable W. Elliot, Esq	(Here enter 30th November 1859.)
Minute by the Honorable W. A. Morehead, Esq.	(Here enter 30th " ")

ORDER THEREON, 21st January 1860, No. 109.

1. The papers above recorded relate to a memorial from Raja Naria Appa Rão, ex-Zamindar of Nedadavole in the district of Masulipatam, which contains various enclosures, giving a detailed history of his misfortunes, and the manner in which he has been reduced from great wealth and a high position to comparative beggary.

2. The Government gather from these and from the Board's Proceedings of the 9th August 1359 No. 3089, that the family of Appa Rão is of ancient origin, and formerly possessed extensive estates; that memorialist's immediate predecessor, Vencata Narsimha Appa Rão, who was also his uncle and adoptive father, had, by a course of extravagance and neglect, involved himself to such an extent that in 1825, he had to contract a loan of Rupees 3,00,000, from the Nuzeed Zamindár: that on his death in 1827, only two instalments of this debt had been paid, and that memorialist, who was then a minor, having been recognized as heir, by Government, the estates remained under the charge of the Court of

Wards, till 1334, when they were made over to memorialist on his coming of age, free of arrears due to Government. Some of these years had been of unfavourable character, and one (Fasli 1242) of absolute draught and famine. Nevertheless liabilities incurred by the late Zamindár to the amount of Rupees 1,17,000 had been cleared off: the large Nuzeed debt, however, of 3,00,000, had been reduced only by Rupees 30,000, and bearing heavy interest, had largely increased.

3. In 1835, through the interposition of Sir Frederic Adam then Governor of Madras, an arrangement was made between memorialist and other members of his family, by which certain differences were made up and probable litigation averted, but at the same time the estate of memorialist was put into a more precarious state, by the principal and interest of the Nuzeed debt being blended into one capital sum, which thereafter bore interest at 12 per cent. annually, and by the Nuzeed Zamindar acquiring the power of bringing the estate to sale in case of default. The consequence was that though the first three instalments were paid, the Nuzeed Zamindár proceeded on failure of the 4th and 5th instalments, to exercise his new powers, and the Government Peshcush having also fallen into arrear, the property was again attached in 1838, and remained so until 1843.

4. During this second period of management, things got worse, owing to bad years, low prices, &c. and at last the family was "confessedly in a state of insolvency," the arrears due to Government amounting to 2,45,000, and the debts to the Nuzeed Zamindár and other private liabilities, raising the total debts in round numbers to 8 lacs of Rupees. At last the Government interfered for the relief of the family, brought the estate to auction in 1843, for a gross outstanding of more than 10 lacs of Rupees, and bought it for Rupees 8,00,000. The Nuzeed Zamindár was then placed in possession of three of the estates in final liquidation of his claims, the entire arrear due to Government was remitted, other liabilities compromised, and memorialist finally placed in possession again the remainder of the estate, with a fresh sunnud, and a peshcush "not greater than can be discharged from the proceeds "without again leading the Zemindár into embarrassments." The Zamindar finally took possession in 1845, with a provisional peshcush of 1,35,829 Rupees; the sub-division accounts were, however, not completed till 1849, when the peshcush was settled at Rupees 1,37,646, but in the mean time the Zamindár had fallen into repeated difficulties in regard to his kist.

* Memorial of 2d February 1859 paragraph 6.

5. By the arrangement mentioned in the preceding paragraph memorialist became possessed, according to his own account,* of "the "Nedadavole Zemindari. It comprized three grand divisions," viz.,

	Rupees.
1 Nedadavole.....	80,887
2 Baharazalli.....	40,000
3 Ambarpetta.....	16,759
	1,37,646

In consequence of the arrears which accrued, the purganah of Baharzalli was attached in 1840 and again in 1848. In 1849 the *whole* estate was attached, but released again in July 1850 with the exception of Baharzalli, which was ordered to be sold in the event of the non-payment of a small sum of 12,000 Rupees; the Government agreeing with the Collector, that memorialist had "no particular claim on their forbearance." However, in 1851 the estates of Nedadavole and Baharzalli were formerly advertized for sale for an arrear of Rupees 60,000 odd; the latter property only having been previously attached; and the sale having come off, poth properties were purchased on behalf of Government for Rupees 10,000.

6. Memorialist petitioned at various times and on different grounds to have the sale set aside, but the Government refused to accede to his request. It was not until October† 1858, however, that he brought forward the plea which has given rise to the correspondence noted at the head of this paper, viz. the "illegality" of the sale. Memorialist contends‡ that of the two purganahs of Baharzalli and Nedadavole, which were sold on the same day, the first only had been attached previous to the sale; the second was not under attachment when it was sold, and for this reason the sale of the latter portion becomes vitiated by the want of that

† Enclosure B. in memorial of 2d February 1859.

‡ Paragraph 12 of memorial of 2d February 1859.

preliminary; moreover; Nedadavole having been sold conjointly with Baharzalli, the sale of *both* portions becomes invalid, notwithstanding that the course of law was followed in respect of the latter portion. He refers to a ruling§ of the Sadr Adalat as requiring that property should only be sold *after* attachment.

§ S. A. C. O. dated 20th July 1829.

7. It is quite clear from the original order‖ issued by the Collector, Mr. Porter, in 1851, as well as from the report of the present Collector, that Nedadavole was not under attachment before the day of sale. The Board of Revenue contended¶ that memorialist was not illegally treated, though they regretted that one purganah was not put up first, and then, in case sufficient was not realized to cover the arrear, the other. They consider too that the memorialist** had good ground for expecting a lighter assessment than was actually imposed on Nedadavole in 1841, and that the liberal intentions of the Honorable Court towards him were not fulfilled.

‖ Enclosures in memorial of 2nd February 1859, D. E. F.

¶ Proceedings 9th August 1859, No. 3080, paragraphs 32 and 33.

** Paragraph 34.

8. By the sale referred to at the close of paragraph 5, the memorialist was left with only one purganah, that of Ambarpetta, bearing a peshcush of Rupees 16,760. It is stated that the memorialist's vakeel had actually 30,000 Rupees with him at the time of the sale, but would not pay it in, hoping that the Collector would give more time.

9. The Governor in Council, considering that a legal opinion should be obtained on the question raised by the memorialist, desired* the Government Pleader to submit a report on the subject. Mr. Dale has accordingly reported,† that agreeably to the proper construction of Regulation 26 of 1802 (which governs the sale of property of the description of that in question) lands ought to be attached for the arrears of revenue due, *previously* to a sale of such land; that he considers this interpretation of the intentions of Government to be right, by "reference to other regulations passed simultaneously with" the one mentioned above: and that it has been carried out in subsequent enactments.‡ He is therefore of "opinion, that the sale of the Nedadavole portion of the estate *was illegal*."

* Government order 11th October 1859, No. 1388.

† No. 132 dated 26th October 1859.

‡ Regulation I of 1803, Section 57. Regulation III of 1830.

10. He further gives it has his opinion "that the purchase of Baharzalli cannot be upheld: "because that property having been purchased with Nedadavole in one lot, and for one price, it "is not possible for Government to apportion that price between the two portions."

11. The Governor in Council has repeatedly and anxiously considered this memorial from the ex-proprietor of the Nedadavole Zamindari. It is an appeal from the decision of this Government, which is bound, if its position is untenable, to reinstate the Zamindár in his rights without subjecting him to the delay and expense of an appeal to England.

12. It has been conclusively shown that the sale of the memorialist's estates, was illegal, inasmuch as the property had only been in part previously attached. This alone is a sufficient reason for reversing the former decision. It has indeed been argued, that the attachment is only intended to secure the interests of Government by preventing the proprietor from making away with the available assets; and that the objection is, therefore, merely a technical one;—but Government do not take this view. The primary object of the attachment may have been to secure the interests of the Government, but when this process had once been incorporated by law among the conditions of sale, the stability of property required that it should have been duly acted upon.

13. There is another circumstance connected with the sale, which though not absolutely illegal, was clearly inconsistent with that equitable (an English judge would say *anxious* and *tender*) consideration for the rights of property, which the subjects of the British Government should be taught to expect at its hands: and that is, the injustice of putting up the estates in one lot instead of separately, whereby property valued at two and a half lacs of Rupees was actually sold for ten thousand Rupees.

Vide paragraph 7 supra.

14. The Honorable the Governor in Council therefore determines that, as law and equity both require it, the sale shall be cancelled, the estates restored, and the mesne profits accounted for to the Zamindár. The estates will be immediately made over to the Zamindár and the Board of Revenue will submit, without any avoidable delay, a statement of the receipts and charges connected with them, since their purchase by Government, including, of course, the balance for which they were sold.

15. Raja Naria Appa Rao will be informed that Government have come to the determination to annul the sale of his estate by reason of informalities and irregularities attending it: and he will be made clearly to understand that in the event of any future default, the law will take its course. The Government consider that regularity is the most merciful course to defaulters as well as the most just to the State, and in future every legal provision will be strictly acted upon. The sale of permanently settled estates is a matter in which respect for the law is specially necessary for the interests of society.

(True Extract.)

(Signed) T. PYCROFT,
Chief Secretary.

To the Baord of Revenue.

Endorsement to Rajah Naria Appa Ráo.

True Copies/
Dawan of Rajah Sobhanadry
Appa Rao Bahadur

No. 1.

REVENUE DEPARTMENT.

Proceedings of the Madras Government.

Read again Petition from Rajah Sobhanadri Appa Rau, Bahadur, Zemindar of Nozid, in the Kistna District, dated 2nd May 1861, and recorded in the Proceedings of Government, dated 2nd idem, No. 981:—

Read also the following letter from the Acting Collector of Kristna District.

Submitting in reply to the order of Government of 2nd May 1861, No. 981, explanation regarding the attachment of the two Parganas of Pentapad and Goondagooloo..... .....} (Here enter 11th May 1861, No. 15.)

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

1. The Government have carefully considered this Memorial and resolve to inform Raja Subhanadri Appa Rau, Zemindar of Nozid, that his application for the restoration of the Pentapad and Goondagooloo Parganas cannot be complied with.

(True Extract.)

(Signed) C. G. MASTER,
Deputy Secretary to Government.

To the Collector of Kistna District.
To Raja Sobhanadri Appa Rau Bahadur.

True Copy

Copy in Letter to England
dated 5th September 1861

Petition to Govt
which Estate is
the Endorsement
refers

B 21/9/62

No. 2.

GOVERNMENT HOUSE, GUINDY PARK, 21*st April* 1862.

SIR,

In reply to your Petition of the 25th December 1861, alluded to in your letter of the 16th instant, a letter was dispatched to you to the following effect, that His Excellency declined to interfere with the Government Order of 15th July 1861, No. 1403, wherein the Zemindar of Nozeed was informed, that his application for the restoration of Pentapad and Goondagooloo could not be complied with.

Yours truly,

(Signed) W. BREEKS,
Private Secretary.

To M. R. Ry.

Reddy Kristnamah Naidoo.
Dewan of Rajah Soobhanadry Appa Row Bahadoor, Zemindar of Nozeed.

/True Copy/

Dewan of Rajah Soobhanadry
Appa Row Bahadoor.

A 1

Government Endorsement on Petition
Fort, 14th 03, Date
15th July 1861

Copy in a Letter to Govt
Dated 20th Sept 1862

TO THE HONORABLE THE SECRETARY OF STATE FOR INDIA.

The humble Memorial of Rajah Sobhanadry Appah Row, Bahadur, *Zemindar of Noozeed, in the Krishna District, under the Presidency of Fort Saint George.*

Respectfully Sheweth,

1. That being aggrieved by the orders*, of the local Government of Madras dated 15th July 1861, and 21st April 1862, passed on two Petitions presented to them by your Memorialist on the 7th January and 25th December 1861, your Memorialist feels that he has no other alternative than to throw himself on the mercy of Her Majesty the Queen, by this Appeal, in the confident hope that the hardship he has met with, from the late Commissioner of the Northern Circars, Walter Elliot, Esquire, which he effected by stratagem unworthy of his public capacity, and which on a review of the proceedings will appear quite illegal, will be redressed, and justice done to your Memorialist. * See Nos. 1 & 2.

2. That although the Petitions to Government and their Appendices contain more than sufficient explanation of his case, yet your Memorialist begs to be permitted to give a succinct account of it, as follows, to which the attention of the Home authorities is respectfully requested to be paid.

3. That during the minority of your Memorialist, his Zemindarree Estate of Noozeed having been under the Court of Wards for 16 years, large surplus profits remained in the Collector's Treasury. His great Uncle Rajah Vencut Nurasimha Appaw Row, the Zemindar of Nedadavole Zamin, having requested the Government to lend him 3 Lacs of Rupees out of the above surplus, the amount was paid to him by the Government itself on the security of a Permanent Sunnud or Deed, mortgaging the said Zamin, and for which a Bond was obtained from that Zemindar in your Memorialists' Guardian Suttipully Ramiah's name on the 25th March 1825. On your Memorialist attaining his majority he sued his adopted son, Narraya Appaw Row, and obtained a Decree for five lacs and odd Rupees, inclusive of interest and costs. In the meanwhile the whole of the said Narraya Appaw Row's Estates having been sold at Auction, and purchased by Government for eight lacs of Rupees, the Government considering that the debt of three lacs of Rupees was an obligation due by them having been paid to his father through their own negotiation from your Memorialist's surplus, and that it was paid on their responsibility, for the purpose of securing the liquidation of the debt, determined in their Minutes, dated 12th June 1841, No. 790, and 14th January 1842, No. 57, that your Memorialist should have three Estates, namely, Pentapaudu, Goondagolanu, and Chevendra Moottah (consisting of six Villages) transferred to him as an equivalent for the five lacs and odd Rupees, awarded by the aforesaid Decree.

4. That although the amount which was decreed to your Memorialist, and for which the Government required him to take the three Estates alluded to, would, if paid in cash, have realized an ample profit by letting it out at interest, yet believing that by the acceptance of landed property in lieu it would not only bring him dignity and honor, but would also be acting in obedience to the Government's, Board's, and Collector's propositions, he assented to take possession of the three Estates ; on which the Collector fixed* an annual Peishcush of Rupees 68,000.

* See **A**.

5. That from that year your Memorialist held and enjoyed those Purganahs for eight years, but by the adverse seasons of 1848 and 1849 his own Estate of Noozeed, as well as the abovementioned three transferred Purganahs, having been encumbered with arrears amounting to Rupees 1,49,229, and interest Rupees 71,089, in all Rupees 2,20,318, the Collector attached his Purganahs of Oyoor, Pendapaud, Medoor and Goondagolanu—in consequence of which your Memorialist presented a Petition* to the Commissioner Walter Elliot, Esq., on the 12th November 1849, praying to be allowed to discharge the arrears by four yearly instalments, but that authority having laid aside the Petition for eight months, then, quietly, without reference to the said Petition, ordered the Collector to release the said Purganahs unconditionally. The Collector accordingly sent orders* dated 5th June 1850, No. 27, releasing them. The Purganahs afterwards remained in possession of your Memorialist for 16 months.

* See **B**.

* See **C**.

6. That when Mr. Commissioner Elliot came to Masulipatam 16 months after he ordered the release of the Estates unconditionally, your Memorialist, on the occasion of a personal interview, asked him why he did not grant his prayer to be allowed to pay the arrears by four instalments, in reply to which that *noble* and *upright* Gentleman told him "You need not be in a hurry to pay the arrears, I will do the needful to see you prosper" Your Memorialist foolishly relied on that lenient promise. The same Gentleman, however, in contravention of his promise and the inward consciousness of his mind, with a view of showing himself zealous for the interests of the State, abruptly pursued an unwarranted course by threatening your Memorialist and insisting upon his delivering in a Carar or Razinamah to the Circar according to a Draft prepared by his officials agreeing to relinquish the Estates to Government* and thus obtained it from your Memorialist on the 29th September 1851 ; and at the same time forcibly got from him some orders to his own Purganah servants requiring them to make over the Purganahs to the servants of the Collector. After obtaining such compulsory Documents from your Memorialist, Mr. Commissioner Elliot suddenly sent in a false report to Government on the 27th October 1851 stating that the Estates were under attachment, (whilst in reality they were not under attachment but still in possession of your Memorialist) requesting that sanction may be granted to dispose of the Estates by public sale ; while at the same time he wrote a letter to the Collector desiring that the Purganahs may be taken from your Memorialist's servants under the Cararnamah taken from him under threats and compulsion.

* See **D**.

7. That after the extortion adverted to, the Collector sent orders* to your Memorialist on the 14th January 1852, communicating to him that the Government did not admit or approve of the Cararnamah (**D**) but that the Purganahs should be sold by public auction according to Regulations, and if he (Memorialist) would relinquish the arrears due by the Rayets, he would be absolved from the payment of the remaining arrears due on them." The Commissioner then without holding the Estates under attachment and in contravention of Regulations 26 of 1802, 1 of 1803, and III of 1830, and of the Sudr Udawlut Circular Orders of the 20th July 1829, ordered the Collector to put them up for sale, and, in a moment, they were knocked down on behalf of Government for Rs. 10,000, a sum which is less than 1-50th of Rs. 5 lacs and odd for which the Estates were transferred to your Memorialist by Government itself as above stated, whilst no bidders were present at the time, and whilst your Memorialist was ready to discharge the arrears by instalments, or if they were not acceded to, to pay down the arrears at once.

* See **E**.

8. That the Commissioner subsequently thinking that the Government would not approve of the Cararnamah (**D**) which he obtained by threats and compulsory means from your Memorialist, and wishing to see him entirely undone by some means or other, prepared the 2nd Cararnamah (**G**) and sent it to the Collector who, with his order* No. 7, dated 4th March 1852, forwarded it for your Memorialist's signature. The Commissioner did not fail to send certain respectable individuals to threaten your Memorialist to sign it, who informed him that if he deferred its execution he would be made to suffer greater embarrassments than those to which Narraya Appaw Row was made a victim, in being deprived of his entire Zemindarry. As your Memorialist was aware of the fate of the said Narraya Appaw Row who lost his Estates, one of which was Zufted and sold together with another which was not Zufted, and fearing that, if he hesitated to sign the Document* as drafted and sent, he would doubtless incur the Commissioner's displeasure, your Memorialist did therefore sign it, but it was not, it is submitted, of his own accord. Here it is important for the Home authorities to consider that if your Memorialist had really sustained loss by the same Purganahs as mentioned in the Cararnamah, and voluntarily presented it, there would have been no occasion for giving himself the trouble of presenting Petitions to the local authorities offering to pay them ready money, or by presenting appeals to the controling powers. This alone will convincingly prove that the Cararnamahs **D** and **G** were not voluntary but compulsory documents.

* See **F**.

* See **G**.

9. That although your Memorialist's prayer to be allowed to pay up the arrears by instalments was not granted, yet, under the Regulations quoted above, written orders should have been sent to your Memorialist requiring him to account for the balance against the Purganahs, but no such formality was ever observed by the authorities. This therefore must be considered as a great deviation on their part from the regular course of procedure.

10. That instead of obtaining compulsory Cararnamahs had the local authorities required your Memorialist by written orders to make good the arrears, he would

unhesitatingly have paid them either by instalments, if allowed to do so, or by payment in full at once—this your Memorialist assures your Excellency he was ready to do, and has ever since been prepared to do so.

11. That when the Government did not approve the 1st Cararnamah **D** which was obtained irregularly from your Memorialist, it ought not to have approved of the 2nd **G** too, as it is more irregular than the first, inasmuch as it was the one that was obtained without attaching the Purganahs that were paying an annual kist of Rupees 68,000, and disposing of them for such an inconsiderable amount as Rs. 10,000, whereas had they been sold with due publicity, they would have probably fetched at least not less than 4 lacs of Rupees. In the matter of Narraya Appaw Row whose Estates where irregularly sold by the Commissioner, the Government in their Decision (marked **K**) Para 15 annulled the sale because they were not attached before such sale, which decision has also received the sanction of the Home authorities (vide Despatch No. 29, 18th May 1861). It is not known why the Government did not think of its own judgment in the case of your Memorialist whilst the Collector reported to it on the 11th May that the Estates in question were also sold without being attached. Were the Home authorities to give their careful and patient consideration to the reasons assigned in the Document **K**, it is hoped that they will not be indisposed to restore the Estates in question to your Memorialist.

12. That your Memorialist must necessarily here remind your Excellency that under the general Regulations of Government it is the invariable rule to sequester Estates if defaulters fail to pay up their arrears, and then to dispose only of so much of the property as will be sufficient for the liquidation of the arrears: but in the case under appeal this rule was entirely overlooked by the local authorities. Hence the sale of these Estates are really void and therefore restorable to your Memorialist on receipt from him of the arrears due, and on paying him the surplus thereof, if any, after deducting their Peishcush.

13. That had your Memorialist received payment in cash for the debt of Rupees 5 lacs and odd in lieu of the Estates, the amount would have swelled to double the Capital, but from the effects of the bad motive which actuated the Commissioner, your Memorialist has become a loser of both the ready money as well as the Estates themselves.

14. That the value of the Estates for which the Government transferred them to your Memorialist is Rs. 5,00,534, and the arrears for which they were bought by Government for so small an amount, is Rs. 2,20,318, of which, if Rs. 60,000, being the balance against the Ryots, were deducted, the net residue is Rs. 1,60,000 and for this sum, the Estates which were purchased for 5 lacs and odd Rupees were knocked down to the Government for the miserable sum of Rs. 10,000. Any Sovereign, therefore, of whatsoever nation, cannot but be convinced that the course adopted in this matter was highly unjustifiable.

15. That your Memorialist consented to take the 3 Estates for so large an

amount as Rs. 5 lacs and odd, under Government arrangements, but the Surplus derived therefrom during 8 years is scarcely sufficient to cover ¼ per cent. Interest on the amount after paying Peishcush, and incurring Maramut and establishment charges, &c.

16. That having thus met with such severe and illegal hardship by the procedure of the Commissioner your Memorialist presented two Petitions to the Government of Fort St. George on the 7th January and 11th February 1861, and the Government, arriving at the conclusion that knocking down the Estates for so small amount as Rs. 10,000, without being attached under the provisions of the Regulations, called on the Collector to report on only one point, that is, "whether the Estates were sold after attaching them or otherwise." The Collector clearly reported to Government on the 11th May 1861 that they were sold by public auction *without attaching them* at all. Such sale being therefore irregular under the intent and meaning of the arguments discussed in Document **K** and approved by Her Majesty in Privy Council as contained in their Despatch No. 29, dated 8th May 1861, the local Government ought to have at once annulled the sale and given orders to make over the Estates to your Memorialist on receiving the arrears payable by him; on the contrary however they only condescended* to grant him an endorsement on his Petition No. 1403 to the effect that it cannot interfere with his prayer of the 15th July 1861.

* See No. 1.

17. That with a view of appealing to Her Majesty your Memorialist on the 9th August 1861 required the Government Secretary to furnish him with copies of their order sent to, and the reply received from, the Collector dated 2nd July 1861 regarding the attachment or otherwise of the Estates, but it was declined by endorsement dated 15th September 1861.

18. That in order to save the trouble which must unavoidably attend the presenting of an Appeal to the Home authorities, your Memorialist again presented a Petition to Government on the 25th December 1861, stating the hardship of his case at length. It was allowed to lie over for four months and then returned with an Endorsement* dated 21st April 1862 referring him to their former Endorsement. This was delivered to his Dewan Reddy Kistnama Naidoo, who was deputed as his Agent to Madras for the last two years on this matter.

* See No. 2.

19. Having now stated all what your Memorialist has to bring forward, it only remains for him to assure Her Majesty the Queen in Privy Council that his case, being analogous to that of Narraya Appaw Row, referred to in the Despatch alluded to above, he has a claim to the same indulgence as was shown towards that Rajah by Her Majesty's graceful and equitable decision as contained in that Despatch, for the following reasons:—

I. Because the two Purganahs were transferred to your Memorialist in liquidation of the debt of Rupees 5 lacs and odd due to him by Rajah Narraya Appaw Row under the orders of the Government itself.

II. Because the Commissioner of the Northern Circars did purposely bring your Memorialist under his present embarrassment by selling the estates in con-

travention of the Regulations and the Sudr Court Circular mentioned above, although he was ready to pay the arrears thereon, obtaining compulsory Carnamahs from him.

III. Because the sale in question should have been conducted and knocked down after *attaching* the estates under Regulation XXVI of 1802, which regularity no where appears to have been observed in the proceedings.

IV. Because knocking down the estates for such a small sum as Rupees 10,000, whilst they were transferred to your Memorialist for upwards of 5 lacs of Rupees, would appear a most unjust procedure.

V. Because neither your Memorialist nor his father had ever had any remission from Government during the past 70 years whilst the English Government were accustomed to show its indulgence towards numerous Zemindars by granting them remissions, restoring Estates purchased by them, and often relieving them from their pecuniary embarrassments by paying the amount from its own chest. Can it therefore be unfair for the Government at least to indulge him with the restoration of his Estates on receiving the arrears due thereon, as your Memorialist is only now a claimant for such leniency for the first time! Your Memorialist being an ancient Zemindar he is entitled to be protected and is a fit object for indulgence. If the simple restoration of the Estates in question were at least ordered, your Memorialist would be as much rejoiced as those to whom even remissions were granted and the Estates restored.

VI. Because in the matter of Narraya Appaw Row another Zemindar in this District, his Zemindary Estates were purchased by Government for 8 lacs of Rupees for the arrears of Fusly 1254. On his appealing to the Home authorities, they were pleased to annul the same and restore to him the Estates, remitting at the sametime 5 lacs of Rupees in his favor. Again in Fusly 1260 the Commissioner caused his Estates to be sold for arrears. On appealing to the Home authorities two Estates, namely, Nedadovole and Baharzully were ordered to be restored to him together with eight years past produce amounting to 4 lacs of Rupees, as will appear by Despatch No. 29, dated 8th May 1860.

VII. Because at the time the Government of India was taken by Her Majesty, a Publication was proclaimed at this Presidency that the interests of the Zemindars and other subjects will be more protected than during the Company's administration, and so the Home authorities have continued to protect the landholders of several territories in this Presidency, but many Zemindars were undone in the Northern Circars by the harsh procedure of the Commissioner Mr. Elliot, among whom your Memorialist is the only one whose case remains unredressed. Hence, the fact of the extortion of the Cararnamah by the threats of the Commissioner, and of his causing the Estates to be put up at public auction, without observing the regulations, should receive merciful consideration, and instructions should be issued to the local Government of Madras that the sale of the Estates of Pentapaud and Goondoogolana should be annulled and the same restored to Memorialist together with their past produce, should there be any.

Lastly, your Memorialist would respectfully submit for the most deliberate and equitable consideration of Her Majesty in Council that his Estates having been sold for a small amount, without being attached, his case is one of great hardship, and is equally on the same footing as that alluded to in the Document **K**; but your Memorialist is apprehensive that his case may not be noticed as it is not accompanied with the recommendation of the local Government, as was the case in that Document; notwithstanding he still hopes that the law as explained in Paras 6 to 14 and particularly in Para 15 of the above Document, will not place him in a different position in the opinion of the Home authorities, for the Collector's report to Government that *the Estates were sold without being attached*, is irrefutable evidence in support of his claim.

For this act of justice and mercy, your Memorialist shall, as in duty bound

Ever Pray,

MADRAS, 31st July / May 1862.

Reddy Krishnamanaidoo

Dewan of Rajah Ibbantry

Appa Row Bahadur

APPENDIX A.

No. 63.

To RAJAH SOBHANADRY APPA ROW, BAHADUR,
Zemindar of Noozeed in the Zillah of Masulipatam.

Whereas, on account of the debt due to you by Rajah Naraya Appa Row, Bahadur, Zemindar of Nidadavole, and the arrears of Peishcush due to the Circar upon his Zemindary, the Government have purchased the Pergunnas of the Zemindary in public auction; whereas, according to the terms of your application, and in consideration of the debt due to you by Naraya Appa Row, the Pergunnas of Pentapad, Goondagolnoo and Chevendra Mootah attached to the Zemindary of Nidadavole, are made over to you from the present Fusly of 1253; whereas, the Pergunnas have been put into your possession for a Peishcush at present of 68,000 Rupees pending the preparation of sub-division accounts and the assessment of a permanent Peishcush, 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 memo. of monthly instalments according to which you are to pay the said Peishcush; you are therefore hereby required to forward invariably every year the amounts falling due as per the memo. of instalments aforesaid to the Treasury of the Huzur, accompanied by a remittance roll, till a permanent Peishcush should be fixed for those Pergunnas and the same intimated to you.

KALLEPALLI,
27th October 1843.

(Signed) R. T. PORTER,
Collector

APPENDIX B.

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

Petition respectfully presented by RAJAH SOBHANADRY APPA ROW, BAHADUR, Zemindar of Noozeed, attached to the Circar of Moostaphanagar, (Masulipatam.)

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

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

In Fusly 1240 when my minority ceased, they transferred the Estate to me together with its profits for that Fusly.

Subsequently in Fusly 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 Pergunnas attached to the Wooyyoor Zemindary. The cultivation and the yield of the estate decreased. Nevertheless with the aid of the funds which the Court of Wards made over to me at the time of delivering the Taluq, I continued to pay the Circar Peishcush in full up to Fusly 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 Fusly 1252 I settled the villages of the Wooyyoor and Medoor Pergunnas attached to my Zemindary for Bilmookta rent after the fashion of the Veesabudy settlement, and executed documeuts accordingly. The Ryots were induced thereby to undertake the cultivation since the said Fusly. But in consequence of drought and inundation, and also owing to high prices in that Fusly, they were unable to pay the Kist in full, which left me in arrears of Peishcush to the Circar to some extent. On account of my arrears to Circar amounting to Rupees 46,219-11-3, up to March, Fusly 1252, Mr. Porter, the Collector, ordered in April following the Noonnastalam Pergunna of the Wooyyoor Zemindary to be attached. After deducting what was collected by the Tahsildar on account of the Kist due from the said April to January of Fusly 1253 on the said Pergunna and what I paid on other Pergunnas, there was still a balance of Rupees 19,026-14-5 due to 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 the release of the Noonnastalam Pergunna in February, Fusly 1252, after having obtained a Kararnamah from me to the said effect.

In Fuslies 1252-53, the Jonnaloo crops failed in consequence of excessive rain. The collections fell considerably, and I was not able to pay the Peishcush in full. The arrears on the Wooyyoor Zemindary up to the end of Fusly 1253 amounted to Rupees 74,307-3-1 for which the Collector sequestered in June, Fusly 1253, all the Pergunnas attached thereto. This amount with Rupees 98,000, Peishcush due for Fusly 1254 aggregated, to Rupees 1,72,307-3-1, a portion of which was realized by the Tahsildar and paid to Circar, leaving a balance of Rupees 66,288-3-9 up to February, Fusly 1255, inclusive of the Sist due for that Fusly. 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 Zemindary 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 Fusly 1255, and Rupees 18,264-13-7 at the end of Fusly 1256, together with interest in proportion to the current Sist, and ordered the Wooyyoor Zemindary to be released in March, Fusly 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 Fuslies 1255-56, as also in Fusly 1257.

In Fusly 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 33,518-13-1 remained due against the Zemindary up to April of the said Fusly, for which the Pergunnas of Wooyyoor 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 Tahsildar collected Rupees 25,000 in that Pergunna, and remitted the same to the Huzur; Rupees 30,893-13-1 being the balance still due to the Circar.

With regard to the Zemindary of Pentapad, I beg to state that during my minority, my father's elder brother the late Rajah Venkatanarasimha Appa Row, Bahadur, the Zemindar 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 Zemindary. He, and after him, his adopted son Naraya Appa Row 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 Row) 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 Zemindary on account of the sum due to me and the Peishcush due to Circar.

On coming to know the real state of the Nidadavole Zemindary, 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 Taluqs, 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 Zemindar, and proposed the transfer to me of Pentapad Goondagolnoo 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 Fusly 1252 in possession of the two Pergunnas aforesaid, and the Mootah of Chevendra, and after having settled the Peishcush with reference to the average collections of a few preceding years issued an Inayatnamah, directing me to pay yearly a Peishcush of Rupees 68,000 on the said Estate. In fixing this Peishcush the usual deduction of ¼d was not made, but I trust that justice will be rendered to me when the higher authorities fix the Peishcush 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 ¼d profit, as will be evident from what follows; and moreover than that the collections fell even below the Peishcush fixed on the Estate which therefore fell in arrears to the Circar. This fact will be evident to your honor on enquiry.

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 Pergunnas 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 Reddiseema Manum. During seasons in which there was but a small quantity of rain, the Pergunnas 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 Sist 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 Peishcush. Notwithstanding many attempts on my part to pay off the balance, there was an arrear of Rupees 43,151-6-7 due against my Zemindary up to June, Fusly 1257. For this sum the Collector attached the Pergunna of Pentapad in June, Fusly 1257, and for the subsequent balance of Peishcush the Pergunna of Goondagolnoo on account of the balance due on the Pentapad Zemin up to June, Fusly 1257, i. e., Rupees 43,151-6-7 the Tahsildar collected Rupees 800 from the Taluqs and I paid on different occasions Rupees 22,534-1-6 by raising loans with the knowledge of the Collector, amounting in both to Rupees 23,334-1-6, leaving a balance of Rupees 19,817-5-1 on account of outstanding arrears and Rupees 17,986-12-8 for Fusly 1258, in all Rupees 37,804-1-9 as stated above. I am indebted to Circar in a sum of Rupees 68,697-14-1 against the said two Zemindaries. The Sist due to me by the Ryots of my Zemindary 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 Krishna, 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 Zemindary, when and how I paid Peishcush to the Circar from Fusly 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 Taluqs 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 Pergunnas of Wooyyoor and Medoor, were attached in Fusly 1258, there was a balance of Rupees 35,518-13-1 due against that Zemindary. 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 Pergunnas having been zufted, they hesitated and retracted their promise.

Suraneni Venkapaty Row Gauroo the late Zemindar of Mylavaram applied for a loan of Rupees 60,000 for the purpose of paying the Sist on his Zemindary, 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 Row on the mortgage of his Mootah called Velvada, amounted in all to Rupees 1,56,291-9-0 as per decrees of the Court, Razeenamah and other public documents. No portion of it having been paid to me, Mr. Porter, the Collector enquired into the matter and told me Vengatapaty Row 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 Fusly 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 Peishcush. Though the assessment on the Somavaram Taluq in the Chatrayi Pergunna attached to my Zemindary is entered in the Circuit Committee account and included in the Peishcush payable by me, yet, as the said village is continued as "Sarva Mokahsa" (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 Arzees to the notice of the Honorable Board and Collector, but no reply has been as yet made. In consequence of the said Sist 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 Arzees.

Moreover, Kotti Pattabi Rama Row, 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 Zemindar of Divi owed me under a decree Rupees 30,665-15-10, but I have nothing to do with that sum now. The Zemidar of Bezavada, Siddi Ganapati Doss of Tadiconda, 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 Pergunnas being under the care of Circar for the balance of Peishcush due on the Zemindary, 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 Agraharam villages in my Zemindary and yet I paid the whole Peishcush 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 Fusly 1258 there was a balance of Rupees 68,000 and odd, the rest of the Peishcush due on the said two Zemindaries 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 Zemindary 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 Zemindaries 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 Fusly is not sufficient to cover the current Peishcush. 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 unto your kind consideration, permit me to *discharge the balance by four equal instalments* commencing from Fusly 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 Zemindary it did not yield even so much as to pay the Peishcush 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 Nidadavole Zemindary, I believe you would have no objection to show the same favor with regard to the interest on the balance due on the Pentapad Zemindary. The burden of supporting a person who like myself is a Zemindar and leads an honorable life, rests with the Honorable Company who are the masters of the country. The Circar rendered their assistance even so far as to relieve the Estates of Zemindars 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.

12th November 1849.

(Signed) RAJAH SOBHANADRY APPA ROW, BAHADUR.

APPENDIX C.

No. 27.

To RAJAH SOBHANADRY APPA ROW, BAHADUR,
Zemindar of Noozeed, &c., &c.

Whereas, Wooyyoor, Medoor, and the Pergunnas of Pentapad and Goondagolnoo, forming a portion of your Zemindary 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 Pergunna of Pentapad, to the Tahsildar of Ellore, in respect of the Pergunna of Goondagolnoo, and to the Tahsildar of Noonnastalam relating to Wooyyoor and Medoor, you are required directly after receiving this order, to cause your people to receive charge of the several Pergunnas 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 Pergunnas aforesaid.

MASULIPATAM,
5th June 1850.

(Signed) R. T. PORTER,
Collector.

APPENDIX D.

No. 20.

To COMPANY'S CIRCAR.

Razeenamah submitted by Rajah Sobhanadry Appa Row, Bahadur, Garoo, Zemindar of Noozeed, in the Zillah of Masulipatam, under date the 2d September 1851.

Whereas the Zemindary of Wooyyoor and the Pergunnas of Pentapad and Goodnagolnoo, forming my Zemindary, are encumbered with the arrears of Revenue and interest accumulated up to the 31st December 1851, as follows:—

	Principal.	Interest.	Total.
Zemindary of Wooyyoor...	94,769 8 7	39,769 13 8	1,34,539 6 3
The Pergunnas 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.

Fusly	1248.....	.....			2,842	13	6	2,842	13 6
,,	1251.....	.....			1,906	7	2	1,906	7 2
,,	1252.....	.....			4,700	13	11	4,700	13 11
,,	1253.....	.....			22,224	12	9	22,224	12 9
,,	1254.....	16,824	3	0	14,727	0	3	31,551	3 3
,,	1255.....	974	7	7	753	6	4	1,727	13 11
,,	1257.....	2,018	10	6	986	4	5	3,001	14 11
,,	1258.....	47,221	13	1	13,777	7	0	60,999	4 1
,,	1259.....	35,227	15	0	6,951	6	0	42,179	5 0
,,	1260.....	46,962	11	1	2,218	3	10	49,180	14 11
	Total...	1,49,229	12	3	71,088	11	2	2,20,318	7 5

In words Rupees two hundred and twenty thousand, three hundred and eighteen, annas seven and pice five; whereas under present circumstances I am unable to discharge the said arrears; and whereas towards the liquidation of the said arrears due by me to the Circar, viz., Rupees 2,20,318-7-5, I do relinquish of my own free will and accord the Pergunnas of Pentapad and Goondagolnoo, conferred upon me by the Government in discharge of the debts due to me by the Zemindar of Nidadavole, I pray that the Government will be pleased to take possession of the said two Pergunnas as prayed for by me, and to absolve me from the liability to make good the arrears.

I have realized some money from the Ryots of the said two Pergunnas on condition of granting a remission in respect of the Revenue due for Fusly 1261. I shall pay unto Circar whatever amount I may be proved to have received, in the course of an enquiry to be instituted by Circar Agents among the Ryots. A portion of the collection aforesaid was advanced to the Ryots as Taccavy in aid of cultivation in Fusly 1261. As to the amounts of Taccavy so advanced and the parties to whom they were advanced, I shall get the Ryots themselves to speak. I pray, therefore, that a remission will be granted in my favor, in respect of the amounts proved to have been so advanced to the Ryots.

I have tendered to the Circar the Pergunna of Gollapalli forming a part of my Zemindary of Wooyyoor as security for due payment of the amount realized by me from the Ryots as aforesaid. I now agree to pay the said amount on the condition that the Circar may

attach the said Pergunna in default of my paying, on the 15th December 1851 a moiety of whatever amount I may be proved to have so collected; and further I engage that the said Pergunna shall lapse to Government in the event of the whole of such amount not being paid to the Circar on the 15th May 1852; that thereafter I shall have no right whatever to the said Pergunna; and that there should be no let or hinderance by me to the Pergunna being registered in the name of the Government.

The Government have taken upon themselves the arrears of Revenue due by the Ryots of the said two Pergunnas before their transfer to me. As for the arrears of Revenue and other claims that I have upon them subsequent to their transfer to me, I have resigned to Government all my right thereto. Neither I nor my heirs, therefore, shall have any pretensions thereto in future.

(Signed) RAJAH SOBHANADRY APPA ROW, BAHADUR.

Monday the 5th Aswija Sudha of Virodikrittu.

APPENDIX E.

Translation of an Inoyetnamah issued by the Collector to Rajah Sobhanadry Appa Row, Bahadur, Zemindar of Noozeed, dated 14th January 1852.

It appears from the Extract Proceeding of the Commissioner for the Northern Circars, dated 6th Instant that Government taking into consideration the fact of your having tendered to him a Rajeenamah under date the 29th September 1851 agreeing to resign to Government the Purgannahs of Pentapaud and Goondagolnoo in satisfaction of the arrears Rs. 2,20,318-7-5 (including principal and interest) due up to fusly 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 Purgannahs sold by auction according to Regulations and to apprize you of the following circumstances. Consequently an advertisement to bring the Purganahs of Goondoogolnoo and Pentapaud to auction, will, accordingly be forwarded to the Commissioner. Should the arrears of Peishcush 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 Peishcush if you will transfer to Government the debts outstanding against the Ryots on account of your management in the said Purganahs.

As the Government at the sacrifice if a large Peishcush amount due to them, and to protect you from ruin have, as aforesaid, afforded you suitable means to relieve you from your embarrassment and render you happy, you have no reason to except further indulgence from Government, you will have foreknowledge that in case of your failing to pay punctually in future the Peishcush 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.

Furthermore the condition stipulated in your Rajeenamah for the annexation to Government of the Gollapully Purganah pledged by you in the event of of the amount of collections forestalled by you in the Pentapaud and Goondoogolnoo Purganahs for Fusly 1261 not being paid to Government according to the two instalments agreed to by you, is not admitted for the same reason under each: the private transfer made by you of the said two Purganahs is not permitted by Government.

Should you not therefore discharge according to the instalments the amount that may in the future enquiry be found to be due by you on account of the same, either the said Gollapully Purganah 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 25th May 1851, which is the 2nd instalment, and if you do not discharge the said amount even on the said 15th May the sale will take place on that late. These circumstances are therefore stated for your information.

(Signed) T. D. LUSHINGTON,
Collector.

(True Translation)

Bezorah, 14th January 1852.

(Signed) E. THORNHILL,
Acting Collector.

APPENDIX F.

No. 21.

No. 7.

To RAJAH SOBHANADRY APPA ROW, BAHADUR,
Zemindar of Noozeed.

In satisfaction of Rupees 2,20,318-7-5, being the arrears of Peishcush due to the Circar upon the Zemindaries of Wooyyoor and Pentapad up to Fusly 1260, the Pergunnas of Goondagolnoo and Pentapad having been, under orders of Government, put up to sale in auction on the 20th ultimo, were purchased by the Government for Rupees 10,000.

The purchase money aforesaid excepted, there is a balance of Peishcush, Rupees 2,10,318-7-5 in favor of Government.

The said balance of Peishcush would be remitted, in the event of your resigning absolutely to Government all your right and title to the arrears due up to Fusly 1260 by the Ryots of the villages attached to the said two Pergunnas.

I therefore beg to forward herewith a draft of the Kararnamah to be submitted in referrence thereto. You should therefore get it copied fair, and on signing and sealing it, forward it as soon as possible, accompanied by an Arzee. A recommendation will then be sent to the Commissioner of Northern Circars to remit the said arrears of Peishcush.

(Signed) _____
Collector.

ELLORE,
4th March 1852.

(Signed) K. RAMANAH,
D. S.
(„) M. VENCATARATNAM.
A. I.

APPENDIX G.

No. 23.

To THE COMPANY'S CIRCAR.

Kararnamah submitted by Rajah Sobhanadry Appa Row, Bahadur, Garoo, Zemindar of Noozeed, in the Zillah of Masulipatam.

In satisfaction of Rupees 2,20,318-7-5 being the principal and interest of the arrears of Peishcush due up to Fusly 1260 upon the Zemindary of Wooyyoor and the Pergunnas of Pentapad and Goondagolnoo, an Istekarnamah was stuck up under orders of Government,

and the Pargunnas 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 Peishcush 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, Mokhasadars, Agraharamdars of the said Pergunnas 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 Peishcush due on the Estates aforesaid, and to enter the same in the accounts under the head of Remissions.

2d April 1852. (Signed) RAJAH SOBHANADRY APPA ROW, BAHADUR.

APPENDIX H.

No. 790.

Extract from the Minutes of Consultation dated 12th June 1841.

Read the following papers.

Read the following letter from the Secretary to the Board of Revenue, dated 22nd October 1840 No. 397.

Minute by the Honorable Mr. Bird, dated 21st May 1841.

Read Petition from the Needadavole Zemindar, Rajah Narriah Appah Row, Bahadoor, dated 7th April 1841.

Read Petition from the Noozeed Zemindar, Rajah Sobhanadry Appah Row, Bahadoor, dated 23rd April 1841.

It appears from the papers before Government that there are liabilities against the Nedadavole Estate to the extent of 800,000 Rs. viz. Rs. 4,28,000 being the principal and interest of the loan of 300,000 Rs. made by the Court of Wards with the permission of Government out of the surplus funds of the Noozeed Zamindar's Estate and Rs. 2,45,062, on account of Government Peishcush independent of the arrears since accrued, notwithstanding the other private liabilities against the Estate, while the said Nedadavole Estate is pledged to the Noozeed Zamindar on account of his debt, and since the institution of a suit against Narriah Appah Row, for a Rajeenamah equivalent to the Decree, is filed, under such circumstances it is fair that that demand might be caused to be met with previous to the satisfying of the Government Peishcush.

The Board of Revenue recommend that the whole amount of arrears of Peishcush due to Government against the Estate may be remitted because they consider that by dividing such portions from the Estate to the parties concerned, and realizing the demand of the Noozeed Zamindar, it would be impossible to the Nidadavole Zamindar to discharge the large and growing arrears of Government Peishcush, because the arrears grew owing to the results of bad years and the management of Government officers while the Estate was under Circar management.

It is to be observed from para 20 of the Board's letter that the Nedadavole Estate s so much involved that it must necessarily be rectified and in consequence that the whole Estate may be zufted and sold,—although Government has no objection to this proposal, ret they consider that by complying with the proposal of the Board, it would seem to erve to meet only a small portion of the demands, while arrears in favor of Government re allowed to grow. However there are other objections to the Board's proposals, i. e. s long as the claims which prejudice the right of the Zemindary, are allowed to remain nsettled, the transfer which the Zamindar intends cannot be effected. Further although it ppears that some agreement was entered into by Narriah Appah Row with Lutchoomicantammah Seetiah, it does not appear that Seetiah had withdrawn her suit and that no ther claims exist, so as to obtain the Zamindary.

It will not be fair to burden the whole arrears against one portion of the Estate as pplied for by parties without the consent of all the creditors. And in the event of remitting the arrears, the other creditors will advance with their claims against the Estate and the Government could not then object the execution of any process of the Court against the Estate and its sale.

The Governor in Council is therefore of opinion that the whole Estate may be sold in a public sale and the portion which the Noozeed Zamindar wishes to take be made over to him with a proportionate Peishcush in full of all his demands and the remaining portion of the Estate be purchased in the name of Government on account of arrears in the absence of any other highest bidders.

The Honorable Governor in Council will then recommend to the Honorable Court of Directors either to restore the portion of the Estate to the Zamindar with a fresh Sunnud and a new Peishcush or grant an allowance from the Sist for the maintenance of the family as recommended by the Board in 21st and the subsequent paras of their letter as Sir Frederick Adam had acceded to, to a certain extent, after the Zemindar had settled the claims of the Private liabilities and his other relations.

It is ordered that a copy of this resolution be forwarded to the Board of Revenue for their information and guidance and for communication to parties concerned.

APPENDIX I.

No.

Extract from the Minutes of Consultation, dated 20th July 1841.

The Right Honorable the Governor in Council desires that the Board of Revenue will consult with the Collector of Masulipatam whether it is possible or not to effect the arrangements proposed in Extract Minutes of Consultation dated 12th June 1841, No. 790 for the settlement of the claims against the Nedadavole Zemindary.

APPENDIX J.

No. 57.

Extract from the Minutes of Consultation dated 14th January 1842.

Read letter from the Secretary to the Board of Revenue, dated 9th December 1841, No 523.

Para 1. It is already stated in Extract Minutes of Consultation dated 12th June 1841, No. 790, that the Government having considered the demand of the Noozeed Zamindar

should be realized previous to the arrears of Government Peishcush, and as such a recommendation has been submitted to the Honorable Court of Directors, and on the receipt of their order his demand will be caused to be satisfied through the Nedadavole Estate. Consequently the Right Honorable the Governor-in-Council could not comprehend what the Noozeed Zamindar now requests.

2. Resolved that Petitions Nos. 1519 and 1610, from Vencatadry Appah Row and Simhadry Appah Row, be forwarded to the Board of Revenue for report.

3. The other Petitions presented by others concerned with the Nedadavole Taluq are ordered to lie over in the Petition Department.

From Birjee Mohundoss of 3rd August 1841 No. 1569.
From Narriah Appah Row, Bahadoor dated October 1841 No. 1864.
From Birjee Mohundoss dated 22nd October 1841 No. 1865.
From do. do. dated 22nd October 1841 No. 1889.
From Narriah Appah Row, Bahadoor dated 5th November 1841 No. 1890.

(Signed) HENRY CHAMIER,
Chief Secretary.

APPENDIX K.

REVENUE DEPARTMENT.

PROCEEDINGS of the MADRAS GOVERNMENT.

Read again Proceedings of the Board of Revenue, dated 9th August and recorded in Proceedings dated 11th October 1859, No. 1388.

Read also the following papers.

Minute by the Honorable W. Elliot, Esq.	(Here enter 20th August 1859.)
Minute by the Honorable W. A. Morehead, Esq.	(Here enter 25th September 1859.)
Minute by the Honorable the President.	(Here enter 2nd October 1859.)
From C. Dale, Esq., Government Pleader, replying to Government order of 11th October 1859, No. 1388, regarding the Nedadavole Estate.	(Here enter 26th October 1859, No. 132.)
Minute by the Honorable the President.	(Here enter 10th November 1859.)
Minute by His Excellency the Commander-in-Chief.	(Here enter .)
Minute by the Honorable W. Elliot, Esq	(Here enter 30th November 1859.)
Minute by the Honorable W. A. Morehead, Esq.	(Here enter 30th „ „)

ORDER THEREON, 21st January 1860, No. 109.

1. The papers above recorded relate to a memorial from Raja Naria Appa Rio, ex-Zamindar of Nedadavole in the district of Masulipatam, which contains various enclosures, giving a detailed history of his misfortunes, and the manner in which he has been reduced from great wealth and a high position to comparative beggary.

2. The Government gather from these and from the Board's Proceedings of the 9th August 1359 No. 3089, that the family of Appa Rio is of ancient origin, and formerly possessed extensive estates; that memorialist's immediate predecessor, Vencata Narsimha Appa Rão, who was also his uncle and adoptive father, had, by a course of extravagance and neglect, involved himself to such an extent that in 1825, he had to contract a loan of Rupees 3,00,000, from the Nuzeed Zamindar: that on his death in 1827, only two instalments of this debt had been paid, and that memorialist, who was then a minor, having been recognized as heir, by Government, the estates remained under the charge of the Court of

Ward, till 1334, when they were made over to memorialist on his coming of age, free of arrears due to Government. Some of these years had been of unfavourable character, and one (Fasli 1242) of absolute draught and famine. Nevertheless liabilities incurred by the late Zamindar to the amount of Rupees 1,17,000 had been cleared off: the large Nuzeed debt, however, of 3,00,000, had been reduced only by Rupees 30,000, and bearing heavy interest, had largely increased.

3. In 1835, through the interposition of Sir Frederic Adam then Governor of Madras, an arrangement was made between memorialist and other members of his family, by which certain differences were made up and probable litigation averted, but at the same time the estate of memorialist was put into a more precarious state, by the principal and interest of the Nuzeed debt being blended into one capital sum, which thereafter bore interest at 12 per cent. annually, and by the Nuzeed Zamindar acquiring the power of bringing the estate to sale in case of default. The consequence was that though the first three instalments were paid, the Nuzeed Zamindár proceeded on failure of the 4th and 5th instalments, to exercise his new powers, and the Government Peshcush having also fallen into arrear, the property was again attached in 1838, and remained so until 1843.

4. During this second period of management, things got worse, owing to bad years, low prices, &c. and at last the family was "confessedly in a state of insolvency," the arrears due to Government amounting to 2,45,000, and the debts to the Nuzeed Zamindar and other private liabilities, raising the total debts in round numbers to 8 lacs of Rupees. At last the Government interfered for the relief of the family, brought the estate to auction in 1843, for a gross outstanding of more than 10 lacs of Rupees, and bought it for Rupees 8,00,000. The Nuzeed Zamindár was then placed in possession of three of the estates in final liquidation of his claims, the entire arrear due to Government was remitted, other liabilities compromised, and memorialist finally placed in possession again the remainder of the estate, with a fresh sunnud, and a peshcush "not greater than can be discharged from the proceeds without again leading the Zemindár into embarrassments." The Zamindár finally took possession in 1845, with a provisional peshcush of 1,35,829 Rupees; the sub-division accounts were, however, not completed till 1849, when the peshcush was settled at Rupees 1,37,646, but in the mean time the Zamindár had fallen into repeated difficulties in regard to his kist.

5. By the arrangement mentioned in the preceding paragraph memorialist became possessed, according to his own account,* of "the "Nedadavole Zemindari. It comprized three grand divisions," viz;

	Rupees.
1 Nedadavole	80,887
2 Baharzalli	40,000
3 Ambarpetta	16,759
	1,37,646

In consequence of the arrears which accrued, the purganah of Baharzalli was attached in 1840 and again in 1848. In 1849 the *whole* estate was attached, but released again in July 1850 with the exception of Baharzalli, which was ordered to be sold in the event of the non-payment of a small sum of 12,000 Rupees; the Government agreeing with the Collector, that memorialist had "no particular claim on their forbearance." However, in 1851 the estates of Nedadavole and Baharzalli were formerly advertized for sale for an arrear of Rupees 60,000 odd; the latter property only having been previously attached; and the sale having come off, both properties were purchased on behalf of Government for Rupees 10,000.

6. Memorialist petitioned at various times and on different grounds to have the sale set aside, but the Government refused to accede to his request. It was not until October† 1858, however, that he brought forward the plea which has given rise to the correspondence noted at the head of this paper, viz. the "illegality" of the sale. Memorialist contends‡ that of the two purganahs of Baharzalli and Nedadavole, which were sold on the same day, the first only had been attached previous to the sale; the second was not under attachment when it was sold, and for this reason the sale of the latter portion becomes vitiated by the want of that

* Memorial of 2d February 1859 paragraph 6.

† Enclosure B. in memorial of 2d February 1859.

‡ Paragraph 12 of memorial of 2d February 1859.

preliminary; moreover, Nedadavole having been sold conjointly with Baharzalli, the sale of *both* portions becomes invalid, notwithstanding that the course of law was followed in respect of the latter portion. He refers to a ruling§ of the Sadr Adalat as requiring that property should only be sold *after* attachment.

§ S. A. C. O. dated 20th July 1829.

7. It is quite clear from the original order‖ issued by the Collector, Mr. Porter, in 1851, as well as from the report of the present Collector, that Nedadavole was not under attachment before the day of sale. The Board of Revenue contended¶ that memorialist was not illegally treated, though they regretted that one purganah was not put up first, and then, in case sufficient was not realized to cover the arrear, the other. They consider too that the memorialist** had good ground for expecting a lighter assessment than was actually imposed on Nedadavole in 1841, and that the liberal intentions of the Honorable Court towards him were not fulfilled.

‖ Enclosures in memorial of 2nd February 1859, D. E. F.

¶ Proceedings 9th August 1859, No. 3080, paragraphs 32 and 33.

** Paragraph 34.

8. By the sale referred to at the close of paragraph 5, the memorialist was left with only one purganah, that of Ambarpetta, bearing a peshcush of Rupees 16,760. It is stated that the memorialist's vakeel had actually 30,000 Rupees with him at the time of the sale, but would not pay it in, hoping that the Collector would give more time.

9. The Governor in Council, considering that a legal opinion should be obtained on the question raised by the memorialist, desired* the Government Pleader to submit a report on the subject. Mr. Dale has accordingly reported,† that agreeably to the proper construction of Regulation 26 of 1802 (which governs the sale of property of the description of that in question) lands ought to be attached for the arrears of revenue due, *previously* to a sale of such land; that he considers this interpretation of the intentions of Government to be right, by "reference to other regulations passed simultaneously with" the one mentioned above: and that it has been carried out in subsequent enactments.‡ He is therefore of "opinion, that the sale of the Nedadavole portion of the estate *was illegal*."

* Government order 11th October 1859, No. 1388.

† No. 132 dated 26th October 1859.

‡ Regulation I of 1803, Section 57. Regulation III of 1830.

10. He further gives it has his opinion "that the purchase of Baharzalli cannot be upheld: "because that property having been purchased with Nedadavole in one lot, and for one price, it "is not possible for Government to apportion that price between the two portions."

11. The Governor in Council has repeatedly and anxiously considered this memorial from the ex-proprietor of the Nedadavole Zamindari. It is an appeal from the decision of this Government, which is bound, if its position is untenable, to reinstate the Zamindár in his rights without subjecting him to the delay and expense of an appeal to England.

12. It has been conclusively shown that the sale of the memorialist's estates, was illegal, inasmuch as the property had only been in part previously attached. This alone is a sufficient reason for reversing the former decision. It has indeed been argued, that the attachment is only intended to secure the interests of Government by preventing the proprietor from making away with the available assets; and that the objection is, therefore, merely a technical one;—but Government do not take this view. The primary object of the attachment may have been to secure the interests of the Government, but when this process had once been incorporated by law among the conditions of sale, the stability of property required that it should have been duly acted upon.

13. There is another circumstance connected with the sale, which though not absolutely illegal, was clearly inconsistent with that equitable (an English judge would say *anxious* and *tender*) consideration for the rights of property, which the subjects of the British Government should be taught to expect at its hands: and that is, the injustice of putting up the estates in one lot instead of separately, whereby property valued at two and a half lacs of Rupees was actually sold for ten thousand Rupees.

Vide paragraph 7 supra.

14. The Honorable the Governor in Council therefore determines that, as law and equity both require it, the sale shall be cancelled, the estates restored, and the mesne profits accounted for to the Zamindár. The estates will be immediately made over to the Zamindár and the Board of Revenue will submit, without any avoidable delay, a statement of the receipts and charges connected with them, since their purchase by Government, including, of course, the balance for which they were sold.

15. Raja Naria Appa Rao will be informed that Government have come to the determination to annul the sale of his estate by reason of informalities and irregularities attending it: and he will be made clearly to understand that in the event of any future default, the law will take its course. The Government consider that regularity is the most merciful course to defaulters as well as the most just to the State, and in future every legal provision will be strictly acted upon. The sale of permanently settled estates is a matter in which respect for the law is specially necessary for the interests of society.

(True Extract.)

(Signed) T. PYCROFT,
Chief Secretary.

To the Board of Revenue.

Endorsement to Rajah Naria Appa Ráo.

True Copies

Dewan of Rajah Sobhanaury

A. Appa Row Bahadur.

Copy in a Letter to England
Dtd 5th September N.57 of 1862

3d Sel

Appeal Memorial to
the address of the
Honorable the Secretary
of State for
India

Dated 31st July 1862
R 2197/62

Enclosures
From A to K

2nd Pany 862 Nos 9-10.
15th July — 198-199.

Copy in a Letter to Explain
d/ 5th September No 577 1862.

Pan=1862(
2: of Govt for
2129 proc 2=

No 2197

From Reddy Krishna
manaidoo Dewan of
Rajah Sobhanadry Appa
Rao Zamin-
ar of Mogoolt in
the Krishna District.

Dated 31st July 1862
Read 4th Augt 1862
with 3 enclosures
Submitting a Speak
Memorial to the Honorable
the Secretary of State
for India, in Triplicate.

No 1882-5 Septr
with an order

No 60 & 61.

Pan 1862 221