

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1336

Press

~~Mis.~~

372.373

Dated

20. 7 -

~~19~~ 1863

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
20th July 1863.*

No. 372. Read the following Proceedings of the Court of Wards, dated 1st May 1863,
No. 2,558 :—

Read the following letter from E. B. FOORD, Esq., Acting Collector of the Kistna District, to
W. HUDLESTON, Esq., Secretary to the Court of Wards, dated Masulipatam, 16th
March 1863, No. 55.

SIR,

1. I much regret the delay which has occurred in obtaining information, to submit the following report called for in the Proceedings of the Board dated 23rd July last, No. 4,769.

2. The village of Gollapollem alluded to in Mr. Thornhill's letter of 12th idem, No. 145, originally belonged to the Goodoor Purganah, and was alienated by the Zemindar to the deceased Tata Charlu, who was his Priest. A separate Peshcush of Rupees 240 per annum was fixed on this village by sub-division of the Purganah under the orders of Government dated 14th November 1854.

3. Before his death, the Proprietor of the village submitted a Petition to the Collector stating that he nominated his wife's brother, Tatta Narsimha Charlu, to be the guardian on behalf of his widow, Kesavamma, till his three minor sons attained majority; and that the village in question had been rented out to one Tatta Venkata Charlu (father of Kesavamma) for twenty years in liquidation of a debt due to him.

4. On examining the original Cowle written on common paper, said to have been executed by the deceased, it appears that the rent was only for sixteen years. From this apparent discrepancy, and from the difference between the signatures of the deceased on the Cowle and on the Petition in question, I cannot but think that one or the other is a fabrication. Besides, it is very singular that the three witnesses, who deposed to their having been present at the time the Petition in question was signed by the deceased on his death-bed, did not affix their own signatures to it as well.

5. From the Renter's deposition, it appears that the village had been formerly rented out to him for eight years, including and terminating with the current Fasli at Rupees 340 per annum, for the discharge of the said debt amounting to Rupees 2,300 at Rupees 100 per annum, after paying the yearly Peshcush of Rupees 240; that for the seven years past, Rupees 700 have

been credited in liquidation of the debt; and that he will pay the Peshcush*
* Rupees 240 a year. from the current Fasli until the expiry of the lease for sixteen years, which is to commence from next Fasli 1273.

6. The deceased's widow Kesavamma acknowledges the debt, and the lease of the village for sixteen years. She has given a Kaifiet and produced a list, containing her whole estate and the debts due by her deceased husband, copies of which are enclosed. From these it appears that the entire value of the estate of the deceased is Rupees 666-2-0 including his house and certain gardens at Chittigudur, four of which have been rented out for 50 Rupees for this year. The deceased had one-third share also in Chittigudur village, the Peshcush of which is Rupees 524 per annum. Besides the said debt of Rupees 1,600, there are other debts contracted by the deceased Tata Charlu only as follows:—

	RS.	A.	P.	
Due to said Tatta Venkata Charlu ...	345	4	1	As per Khata book.
„ P. Parthasarathy Naidu ...	260	9	0	{ As per Bond which the creditor says he has produced before the Court.
„ Tatta Srinivassa Charlu ...	80	0	0	
„ Tatta Jagannatha Charlu ..	51	5	9	As per Razinamah filed in the Court before the death of the Proprietor.
Total...	737	2	10	

7. The deceased appears to have been much involved in debt. The principal portion of the estate which is the proprietary village in question, having been leased out for the discharge of a heavy debt as admitted by the widow Kesavamma, there is but little room for the manager, who is apparently a well-wisher of the Minors, to defraud them, and he is quite competent to manage the affairs of the estate.

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20th July 1863.*

8. Should the Court, however, object to his appointment, I would recommend that the proprietary village in question, and the deceased's third share in the village of Chittigudur be taken under the management of the Court, the remaining gardens, house, and other personal property being left with the widow for the maintenance of herself and her three sons.

9. The Demand and Collections of the village of Gollapollem for five consecutive years from Fasli 1267 to 1271 were as follows, as per accounts produced by the Curums:—

Fasli.	Demand.			Collections.		
	Rs.	A.	P.	Rs.	A.	P.
1267	295	0	0	111	12	0
1268	251	15	8	242	15	8
1269	69	3	0	57	3	0
1270	198	3	0	186	3	0
1271	233	0	3	21	0	3
	5)1,050	4	11	819	1	11
Average...	210	1	2	163	13	2

ENCLOSURE No. 1.

ABSTRACT.—List of the Entire Estate consisting of fruit trees, Gardens, Houses, &c, belonging to Gudemetta Tatta Charlu, proprietor of Chittagudur Bunder Talook.

ENCLOSURE No. 2.

ABSTRACT.—Memorandum of debts due to private Creditors by the Proprietor of Gollapollem.

1. Before recommending to Government that the Estate be left in the hands of the brothers and father of the widow, the Court of Wards deem it necessary for the interests of the Minor that the Acting Collector should institute some further inquiry to satisfy himself of the *bond fide* character of the claims against it, and of the lease, which is to continue that expiring with the current Fasli.

2. The Court observe that the father of the widow claims to be principal creditor, while her brother is nominated guardian in an Urzi purporting to have been addressed by the deceased to the Acting Collector, but which, or the lease in favor of the father of the widow appears open to some suspicion, the signature and the stated term of the lease not corresponding with the lease document produced.

3. It is necessary that the Court should receive from the Acting Collector assurance that the interests of the Minors will not suffer by the arrangement which he proposes.

(A true Copy and Extract.)

(Signed) W. HUDLESTON, Secretary.

Proceedings of the Court of Wards, dated 19th June 1863, No. 3,633.

Read again letter from the Collector of the Kistna District, dated 16th March 1863, No. 55, recorded in the Proceedings of the Court of Wards, dated 1st May 1863, No. 2,558.

Read also the following letter from the same Officer, dated 5th June 1863, No. 117.

1. With reference to the Court's Proceedings of the 1st ultimo, No. 2,558, requesting some further information of the *bond fide* character of the claims against the Gollapollem Estate, and of the lease which is to continue that expiring with the current Fasli, I have the honor to report that the further inquiries instituted by me have not cleared my doubts as to the genuineness of the lease; but as regards the other debts contracted by the deceased proprietor, the several documents referred to in paragraph 6 of my letter of the 16th March last, No. 55, have been examined, and their validity is unquestionable.

*Proceedings of the Madras Government, Revenue Department,
20th July 1863.*

2. There are no grounds for supposing that the manager will defraud the Minors (his nephews); yet from the circumstances of his father being a principal creditor, and his lease being somewhat collusive, I cannot assure the Court that his nomination, as a guardian, will guarantee the interests of the Minors.

3. I therefore request the Court will be pleased to sanction the arrangements proposed in paragraph 8 of my letter, No. 55, alluded to above.

The Court of Wards concur in opinion with the Acting Collector that suspicion attaches to the alleged lease transaction, and resolve therefore to submit the above papers to Government with their recommendation that the estate of the deceased be taken under the care of the Court, in which case the Acting Collector will be authorized to carry out the arrangements proposed by him, and will be instructed to submit his proposals for the education of the Minors.

(A true Copy and Extract.)

(Signed) W. HUDLESTON, Secretary.

No. 373.

ORDER THEREON, 20th July 1863, No. 1,336.

1. The information contained in these papers is not sufficient to enable Government to decide as to the propriety of authorizing the Court of Wards to assume the management of the estate in question.

2. The Court have omitted to show clearly what are their intentions in regard to the alleged lease. If they are not prepared to contest it, the advantage to be expected from their management is not apparent. On the other hand, if it is their purpose to dispute it in the interest of the Minors, it seems desirable that they should take legal advice as to the probability of their success.

3. If the lease is to stand, the Government do not see what funds are available to meet the expenses of management, and of the Minors' education. The annual income of the deceased is not distinctly stated, but it seems to be very trifling. The entire property is valued at Rupees 666; and the only income clearly ascertained is 50 Rupees per annum. After stating, however, that this is "the entire value of the estate," Mr. Foord goes on to say that the deceased had also a share in the Chittigudur village. The precise value of this share is left to be surmised.

4. The deceased is said to have owed his father-in-law 2,300 Rupees. Of this sum 800 Rupees have been paid (including the instalment of the Fasli just ended) and Rupees 1,600 are still claimed, making in all Rupees 2,400. Again, the collections from the village of Gollapollem fall short of Rupees 164 per annum, yet the tenant manages to realize from it a hundred Rupees a year besides paying a Peshkash of Rupees 240! If he himself is the principal cultivator this should have been stated.

5. The Court have also omitted to mention the present age of the Minors.

(Signed) P. P. HUTCHINS,

Acting Deputy Secretary to Government.

No. 3,633.

PROCEEDINGS OF THE COURT OF WARDS, dated 19th June 1863.

Read again letter from the Collector of the Kistna District, dated 16th March 1863, No. 55, recorded in the Proceedings of the Court of Wards, dated 1st May 1863, No. 2,558.

Read also the following letter from the same Officer, dated 5th June 1863, No. 117:—

1. With reference to the Court's Proceedings of the 1st ultimo, No. 2,558, requesting some further information of the *bona fide* character of the claims against the Gollapollem Estate, and of the lease which is to continue that expiring with the current Fasli, I have the honor to report that the further inquiries instituted by me have not cleared my doubts as to the genuineness of the lease; but as regards the other debts contracted by the deceased proprietor, the several documents referred to in paragraph 6 of my letter of the 16th March last, No. 55, have been examined, and their validity is unquestionable.

There are no grounds for supposing that the manager will defraud the Minors (his nephews); yet from the circumstances of his father being a principal creditor, and his lease being somewhat collusive, I cannot assure the Court that his nomination, as a guardian, will guarantee the interests of the Minors.

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(A true Copy and Extract.)

Secretary.

To J. D. Sim, Esq., Secretary to Government, R. D.

Copy to E. B. Foord, Esq., Acting Collector of the Kistna District.

Exd. J. Wright.

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Under date the 20th July 1863

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The Court have omitted to show clearly what are their intentions in regard to the alleged lease. If they are not prepared to contest it, the advantage to be expected from their

No. 1495.

Department.

or duty.

Despatch. 23 Dec

Received. 24 -

Can 3-1/2 in. x 2 ft.

U. S. No 1386-70 July

No. 3,633.

Submitting letters from the Collector of the Kistna District with the recommendation of the Court of Wards that the Gollapollen Estate be taken under their care.

~~As in the circumstances stated
by the Station Committee, the Society
should authorize the Plymouth
to secure the management of
the Society in the West of India
again, in behalf of his
Mission & others who are
interested, since we have been
dealt.~~

The rider changing the decision is his

gotten rid of her is said to have been ill in 1830.

These 100 yds were to have been paid, amount

Handwritten note: *Handwritten note: in the current*

1. The first is the current of the river.

from the Vicar of Paul

scale of cost - \$ B.C. 164 per annum: Stat. cont. 1890

Indigotina is abundant in the

the idea of giving a book to the school of 1880. Now

Also send to the virgin and the other

15 July 1905
management is far from
apparent. On the other
hand, if it is their
purpose to dispute it
in the interest of the
minors, it seems desirable
that they should take
legal advice as to the
probability of their
success.

If the case is to stand
the Govt do not see
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5
Estate", Mr. Food goes on
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Chittigudur village.
The precise value of this
share is left to be surmised.

The deceased is said
to have owed his father-
in-law 2300 Rs. Of this
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ended) & Rs 1600 are still
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Rs 2400. Again, the
collections from the
village of Sollapallam
fall short of Rs 164 per
annum, yet the tenant
manages to realize from it
a hundred Rupees a year
besides paying a peeshkash
of Rs 240! If he himself
is the principal cultivator,
this should have been stated.

14 copies to the Court of Mards with
2 Enclosures Acpt 25 July

The Court have also
omitted to mention the
present age of the minors.

P.M.

1897

27.10.36.

Edo of the Chakra 1900.
Sept 20th Aug/00.

✓

Bo: Board of Trustees
1 July/December 1978

Dear Mr. Jackson

1892-93

W. H. S.

c. 15 July/83 RN