M.R.O. 14—13,000—27-9-24.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 185	Press Mis.
366.368	
Dated	28 - 1 - 19 1863

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 28th January 1863.

Read the following papers :—

No. 366. From G. N. TAYLOR, Esq., Inám Commissioner, to J. D. SIM, Esq , Secretary to Government, Revenue Department, dated Coimbatore, 24th December 1862, No. 69.

SIR,

1. I have the honor to state for the information of Government, and with reference to the Order of Government dated 4th June last, No. 1,230, that I have more than once called upon the Mortgagee, Devarapully Kamana, to return for cancelment the Title Deeds granted to him for the Ináms in question. On the last occasion, I warned him that unless the Deeds were returned within ten days, the Inám land in his possession would be attached. In reply he informs me, by Petition dated 3rd instant, that the Title Deeds have been forwarded, together with his Memorial on the subject, to the Right Honorable the Secretary of State.

2. I have the honor, under these circumstances, to request that I may be informed whether the statement of the Petitioner is true, and whether, if the Memorial has been admitted and despatched to the Secretary of State, I should defer taking steps to give effect to the order of Government until the result of the Memorial is known.

No. 367. From DEVERAPULLY CAMIA, son of D. VENCAPPA, an inhabitant of the Village of Paumerroo attached to the Talook of Ramachendrapuram, in the Godavery District, to A. J. ARBUTHNOT, Esq., Chief Secretary to Government, Fort Saint George, daded Madras, 29th November 1862.

HONORED SIR,

I have the honor respectfully to request that you will have the goodness to submit the accompanying Petition, forwarded in triplicate, for the consideration of the Honorable the Governor in Council with a view to its transmission to the Right Honorable the Secretary of State for India in Council.

No. 368. ORDER THEREON, 28th January 1863, No. 185.

Before despatching to its destination the Memorial received with the second letter recorded above, the Government resolve to forward one copy of it to the Inám Commissioner for consideration and report. Pending further orders Mr. Taylor will defer taking action upon G. O. 4th June 1862, No. 1,230.

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

To

THE RIGHT HONORABLE THE SECRETARY OF STATE
FOR INDIA IN COUNCIL.

The most humble Petition of DEVARAPULLY CAMIA, *son of* DEVARAPULLY VENKAPPA, *an inhabitant of the Village Paumercoo attached to the Talook of Ramachundrapurum, in the Godaverry District of the Madras Presidency.*

RESPECTFULLY SHEWETH,

That Petitioner has for the last 22 years held the Inam lands situated in the villages Mirutepadoo, Goomoolaru, Koodapoor, Vegayammapettah and Kurucondlapully, and amounting in extent to putties 13 and 1 toom, under the two Deeds (V and XVII) dated 6th November 1839 and 22nd December 1842 respectively, by which these lands have become his absolute property. While so, Soondarappa, who was a vendor, and who agreed to the validity of these transactions for no less than 13 years, presented an urzee in 1853 to the Collector of Rajahmundry, stating that these Deeds conveyed no more than a title of mortgage to Petitioner, and that as it was discharged by the produce of the land which was enjoyed by him, the land may be directed to be restored to him. The Inam Commissioner being appointed in 1860, this Petition was transferred to that Department, and the Inam Commissioner on satisfying himself by a perusal of all the documents that were filed in this case, granted the title deeds to him under Section 30 of the Rules passed by the Madras Government regarding the adjudication and settlement of Inam lands. Upon appeal being made to Government by Sankarappa, the aforesaid Soondarappa's brother, this decision was reversed without holding any enquiry in the matter, and without even asking a single word regarding the Petitioner's title, and directed that they should be granted to him, instead of the Petitioner. This decision is very unjust, and Petitioner afterwards representing the same by a Petition addressed to Government, they returned the same to him with an endorsement in the usual printed form, that as the matter was once disposed of by them, they would not again interfere in the same. Such is the mode in which the Government dispose of these Petitions, which affect the dearest interests of Her Majesty's loyal subjects. Petitioner being dissatisfied with this order, he begs to be permitted to prefer this Appeal to your Honor in Council and to pray that it may be cancelled for the following reasons.

The present Soondarappa and Sankarappa, who objected to these transactions, are the sons of Vadrevoo Oomapaty, the late Zemindar of Vegayammapettah. There have been a great many dealings and transactions between his family and Petitioner's family, since the time of the said Gentleman, as will appear from the documents herewith submitted, which are duly numbered by Petitioner and printed to facilitate reference thereto. In 1837-38 the said Oomapaty Row left a large arrears of kist (Circar Tax or demand) undischarged, and as he

expired soon afterwards, his life, and his Zemin or Mooltah having remained in attachment, at the request of Soondarappa, his eldest son, who succeeded to the Mooltah and executed the karar namah or agreement IV, (and who was one of the late objectors.) Petitioner's father Devarapully Vencappa offered himself as surety on the 1st November 1838 and guaranteed the payment of arrears which were then due to the Government, depositing security with the Collector to the amount of no less than nineteen thousand Rupees. In the said year, Soondarappa failing to liquidate the arrears of Tax, the said Vencappa paid off the same which amounted to 2,187½ Rupees and the conditional deed of sale No. V was therefore executed to him by Soondarappa and Peramma, his mother and the guardian of all his younger brothers, Sankrappa and others, on the 6th November 1839, in which they agreed to sell absolutely the 9 putties and 10 toom lands, situated in Mirutepadoo, Goomoolaru, Koodapoor and Vegayammapettah ,at the rate of 200 Rs. per putty, for the amount which the said Vencappa would be compelled to pay the Government on account of them. They failed to keep up the engagement, and as the arrears due to Government was collected from Vencappa and they were unable to pay the sum within the time as agreed to by them, they found it necessary to alienate the lands absolutely, according to the conditions of the said document V, and so put him (Vencappa Petitioner's father) in possession of these lands, by issuing the two Takeeds Nos. XV and XVI, dated 2nd Magha Soodha of Sarvary or February 1840, to the said villagers. The remaining lands claimed by Petitioner and situated in Koracondlapully were also sold to the said Vencappa Petitioner's father, in 1843, under the deed of sale No. 17, by the two objectors Soondarappa and Sancarappa and their mother and the guardian of their younger brother Peramma, for the consideration of 1,000 Rupees, which, if they repaid within three years, Vencappa agreed to restore the lands by the counter deed No. XIV. They failed to pay back the sum in accordance with the terms thereof, and these lands also became consequently the absolute property of Vencappa. All of these facts are fully admitted by Soondarappa himself in his urzee No. 22 of 21st October 1843, addressed to the Collector in answer to his Inayetnamah No. 21, and since that time, Petitioner's father, and afterwards Petitioner, have been enjoying the lands uninterruptedly and unobjectionably. These two deeds are moreover confirmed and upheld in the proceedings of the Civil Court of Rajamundry under date 27th December 1844 (No. 23) in which the Civil Judge having satisfied himself of the rights of Petitioner's father Vencappa, upon a full investigation of all these circumstances and documents and the objections urged on all sides, ordered the release of the attachment of these lands, which were so sequestered on the application of Somuppa, the uncle of Soondarappa, who obtained a decree against his father Oomapaty, and it would appear from document No. 24, that these lands were accordingly delivered by the Civil Court, into the possession of Vencappa. Documents No. 26 and others do also establish, beyond all dispute, that these rights of Vencappa were acknowledged by the Collector and other revenue authorities.

Thus, it is clear that Petitioner's rights to the lands are indisputable, and he is entitled to hold them for ever without obstruction from any party. The Deputy Collector who investigated the case wrongly, construed the two documents V and XVII, to be

mortgaged deeds, and wrongly applying wrong law to wrong cases, thought that the produce enjoyed by Petitioner's father was sufficient to cover the interest and to discharge the mortgage, and recommended the issue of puttah in the name of the parties in whose name, it stands in the accounts. He referred to Section 8 Regulation 34 of 1802, and the decree of Sudr Udawlut in No. 108 of 1859, which are only applicable to the usufructory and other description of mortgages, as authorities in support of his opinion. That these two documents are not of the nature of mortgages, but are of the nature of conditional sales, need not be argued and discussed at any length. It is evident upon their very face that the lands were absolutely sold to Vencappa, only subject to the condition of restoration if some engagement were performed at a specific time. The Inam Commissioner however seems to have laboured under the same mistake and supposed that the transaction was a mortgage; notwithstanding, he upon the ground that they have no authority to reinstate the descendants of the original holders, directed the puttah to be issued in Petitioner's name, referring the opposite parties to establish their rights, if they have any, by a civil action. The Government (it is very hard to conceive upon what reasons or what rights) have nevertheless directed the issue of the title deeds in the name of Sancarappa and such a proceeding, it is humbly submitted, is quite contrary to their own rules of Inam Sections 7 and 30, and to the established precedents and decisions of the Judicial tribunals of this Country, as well as to Public Policy and the laws of this Country passed by the Legislative Council.

In this country, under Sec. 18 Reg. 2 of 1802, any title which a party might derive *bonâ fide* and enjoy uninterruptedly for a period of 12 years, ought to be confirmed to him, and the Courts are strictly prohibited by the Law from taking cognizance of such suits. In this case, Petitioner has enjoyed hereditarily and for no less than 20 years these lands, with the full concurrence of all the parties interested in the matter, who parted with all their rights 20 years ago, under the two deeds of sale executed by them with their free consent and for their most urgent, and unavoidable necessity. The sale is valid under the Hindoo Law and the principles laid down in the Decisions of the Sudr Court, of which copies are annexed below. These arrangements have been moreover agreed to by all the parties interested therein and acted upon by Soondarappa, as evidently appears from documents Nos. 15, 16, 22, &c. Under the principles laid down in the Decisions of the Sudr Nos. 162 of 59, 178 of 59 and 55 of 60, &c., the sale of the lands mentioned in No. 17, has consequently become absolute, and the opposite parties have no equity of redemption under the counter deed No. 19, as they failed to pay the amount within three years from the date of the executions of Document No. 17, as stipulated therein. Under all these circumstances, it is therefore prayed that the Government order may be cancelled, and that the title deeds granted to Petitioner by the Inam Commissioner, may be confirmed in his name.

And your Petitioner as in duty bound will ever pray.

Madras, 29*th November* 1862.

No. I. *Document executed by Sri Raja Uppala Pati Jogi Jagannadarazegaru to Devara Pullee Bopannah, on Saturday, 9th Jeyashta Bahulam of Velambi.*

The particulars of what you paid to me in order to be given in loan to Vadrevu Vamapatigaru are as follows:—

Rs.	As.			
114	—12	on Saturday,	6th Pushea Bahulam	of Manmada.
302	— 7	on Sunday,	7th do.	do.
7	— 8	on Monday,	8th do.	do.
17	—13	on Friday,	12th do.	do.
83	— 4	on Saturday,	13th do.	do.
200	— 9	on Sunday,	14th do.	do.
7	— 0	on Tuesday,	8th Makha Suddah	of Manmada.
100	— 0	on Wednesday,	9th do.	do.
833	— 5			

I have received the above sum.

(Signed) RAJA JOGI JAGANNADARAZE,
KORKONDA TIRUMALROYADY,
Writer.

No. II. *Sunnud executed on the 17th December* 1835, *by Vadrevu Vumapatigaru to Davarapallai Pedu Bopannah, Do. Chena Bopannah, Do. Munyah, and Chittur Achata Ramannah.*

The sum I owe you as a balance due under account, amounts together with the future instalments and interest to rupees 1,380. The amount of sist on the village Kura Kaula Pallai, attached to my zemindari is rupees 1,123 annually. In liquidation of the said sum of rupees 1,380, you will take at the rate of rupees 230 a year, for 6 years commencing from Durmukhy to the end of Plavah, and pay the remaining rupees 893 to me annually. As soon as the attachment shall be removed, I grant you puttah in your name. You should, every year enter in this sunnud, the amount you receive in liquidation of your debt, and give back this deed after your debt shall be discharged. Should any impediment come in the way of your debt being discharged, I promise to pay you the amount with interest at one per cent. per mensem.

Witnesses.

(Signed) S. VENKATARAMANAH.
" P. RAMANNAH.

(Signed) VUMAPATI.

BOYANA PALLAI JAGANNADAM,
Writer.

Paid rupees 300 on the 22nd February 1840, rupees 230 being the instalment of Durmukhy, and rupees 70 for the instalment of Ilevelambi.

(Signed) C. VENKATARAMMAH,
Writer.

(No. 229.)

No. III. To

VADREVA SUNDARAPPA,

Zemindar of the Mullah Vegayammapettah.

The Board of Revenue sent an order, directing me to put the zemindari in your possession, after obtaining security from you for the due payment of sist.

I do hereby inform you, that for the payment of peshkush due to sirkar for the current year, you should produce a competent security, and bring to my notice as soon as possible who is such security.

(Signed) ——— ———

3rd October 1838. *Collector.*

No. IV. *Kararnamah sunnud, executed by Vadreeu Sundaroppogaru, Zemindar of the Mutlah Vegayammahpettah, to Devara Pallai Venkuppa, on the 10th October 1838.*

With reference to the order of the Board of Revenue, the Collector of the Zillah Rajahmundry issued an enayatnamah on the 3rd October 1838 in my name, informing me that the zemindari will be put in my possession, and that I should give a security for the payment of the present peshkush. In obedience to the said enayatnamah, I caused you to give security for the due payment of peshkush, and submit an arzi to the collector on the 9th October 1838, admiting your securityship in it. I therefore enter with you into an arrangement as follows:—

1st. That for the management of the zemindari on my behalf, one Boyanna Pallai Jagannadam a goomastah employed by me on my behalf, and Serepalle Venkataramannah, your goomastah should co-operate in writing accounts; that the money that may be collected for the current year from the ryots, should be secured in one chest and locked up by each of the said two goomastahs; that the sum that may be left in the chest, after paying the sirkar sist should not be expended without the knowledge of your goomastah; that the receipts given by the sirkar should be in your charge; that the receipts to be given by the goomastah to the ryots should bear the goomastahs' signatures; that the daily chittahs should bear the signatures of each other on finding them to be correct; that until you should pay the sirkar peshkush, as per the security bond and your due, I pay your goomastah at 10 rupees a month, and rupees 6 for two peons, and that I or my goomastah should not collect the money from the ryots and give receipts without the knowledge of your goomastah.

2. Out of the amount that would remain after paying the sirkar sist for fusli 1248, the sums due for moniumdars for this fusli should be paid, and out of what remains afterwards, to deduct the contingent charges we settled, and each of us should have lists, signed by the other. The other remaining sum should be paid at the time fixed in liquidation of the sum due by me to you, Chena Bopannah Munyah, and Chittur Achata Ramannah, under a bond executed for rupees 250, and in liquidation of the bond executed on the 17th December 1835 to your father, Pedda Bopannah, Chena Bopannah Munyah and Chittur Achata Ramanah by my father on the income of the Kurukaula Pallai, as soon as the attachment shall be removed.

3. If I fail to pay the beriz of the muttah, and thereby run into arrears, or if crops fail owing to drought or otherwise, and therefore the money due to the sirkar should remain unpaid, I shall, for the sum that may be collected from you by the sirkar, pay you out of the produce of Vegayamma Pettah, yielding 8 putties; of Motugumelli, yielding 2 putties and 5 tooms; and of Mintapadu taluk, yielding 5 putties and 5 tooms; total, 15 putties and 10 tooms; and out of my own estate, or if I fail to do so, I shall absolutely sell to you the lands for the sum due to you at 160 rupees per puttie; (the lands at Karakaula Pallai, yielding 3 putties and 11 tooms, and those at Gummileru and Kudupur yielding 2 putties and 10 tooms, total 6 putties and 1 toom; which are pledged under the exhibit dated 17th December 1835, and under the receipt which your father obtained from Raja Vuppalapati Joge Jagannadaraze, with whom your father deposited rupees 1,000 on account of removing the attachment of the muttah are excepted).

4. If the sum due to you cannot be paid for the causes above set forth, I shall agree to let out the villages Kadupur and Gummileru, yielding 2 putties and 10 tooms a year, or rupees 80, value of them.

5. I or my goomastah should not without your or your goomastah's knowledge collect the money from the ryots.

6. On the balance due to the sirkar, under your security bond, and the sum I owe you being discharged, you ought to return to me the receipts given to you by the sirkar, and also this sunnud.

Thus have I agreed to abide by the said six conditions, and executed this kararnamah sunnud.

I promise to act up to this without failure.

(Signed) SUNDARAPPA,

Zemindar.

BOYANA PALLAI JAGANNADAM,

Writer of this Deed.

No. V. *Document executed on the 6th November 1839, on Wednesday the 1st Karteca Suddam of Vecari, by Perammagaru, mother and guardian of Vadreeu Sundarappagaru and others, Zemindar of the Mutlah Vegayammah Pettah.*

As we made you a security for rupees 8,750, being the peshkush for fusli 1248 of my said muttah, we promise to pay the balance (deducting what was already paid), rupees 2,187½ to the sirkar, and get you the receipt. If we fail to do so, and the sirkar realizes its due out of your own estate, we promise to sell to you outright for the sum so collected of you 7 putties and 8 tooms of land at 200 rupees per puttie, (5 putties and 1½ tooms of land being situated at Merattepadu, 1 puttie at Gummileru, and 1 puttie and 2½ tooms at Budrapur) which we pledged to you. In case the said lands will not meet the sirkar demand, we shall make over to you, at the said rate, the 2 putties of land at Vegayamma Pettah, we shall continue the lands to you without any impediments on our part.

Thus have I granted this document with our free will and consent.

(Signed) SUNDARAPPA GARU,

Moonsiff.

Mark of PARAMMA.

Witnesses.

(Signed) S. VENKATARAMANNAH.

(„) D. BRAMMANNAH.

B. JAGANNADAM,

Writer of this Deed.

D. PAPIAH SASTRI,

Paramma's Pleader.

No. VI. To

ANTHONY SMITH, Esq.,

Collector of the Zillah Rajahmundry.

Arzi submitted by Devara Pallai Venkappa, residing at Pamairu.

On the 17th March 1840, you sent an order No. 267, stating among other circumstances, that for rupees 17,500 being the amount of permanent beriz payable to sirkar, for two fuslis 1248 and 1249, for the zemindari of Vegayamma Pettah Muttah, rupees 8,293-3-11 have been collected up to 15th March 1840; that rupees 9,206-12-1 are still due to sirkar, and that I should stand surety for the said muttah, and be responsible for the payment of the money into the sirkar treasury within one month.

Agreeably to your enayatnamah No. 229, sent to the zemindar on the 3rd October 1838, stating among other circumstances that the Honorable Board directed you to take security from me for the sist due, for the present fusli, on the muttah Vegayammah Pettah, and put it in my possession; that the person who may be selected as competent for due payment of peshkush, for the current fusli to the sirkar, should be brought to their notice;—I submitted an arzi on the 9th October 1838, holding myself as security for fusli 1248.

As you again issued a Hukum No. 75, dated the 15th October 1838, directing the darogah of Draksharamah division, that in case the property I tendered in security (of which the said darogah made a report, after having instituted enquiries, by means of an arzi No. 55, dated the 25th August 1837,) being encumbered, he should take my other property in security, and submit another report, I pointed out to the village moonsiffs and karnams of Paparru, my property valued at rupees 19,141-15, and caused them to submit a report that a property, proportionate to the security for rupees 8,750, peshkush for fusli 1248, may be pledged.

With reference to your hukum, a sunnud was issued and filed on the 5th November 1838, to ensure the punctual payment of rupees 8,750 a year. But you have written that I should be responsible for (the sists of) two fuslis. Your hukums Nos. 386, dated 20th April 1839, and 537, dated 27th do., do not show that I should be answerable for two fuslis.

The takid issued in the name of Sundrappahgaru, stating that the Board of Revenue directed to take security for payment of sist for one fusli if the zemindar of the muttah was minor, and put the conduct

of the muttah in his possession ; and that therefore if security is tendered, he (collector) would put the muttah in his possession, not having been received, I did not submit an arzi. As you sent an enayatnamah in 1837, a security sunnud was produced on the 13th September 1837 ; but as the attachment was not removed, the said sunnud was not confirmed, but held enquiries and obtained a fresh sunnud for fusli 1248, without ordering the removal of attachment.

Moveover, on the 8th October 1839, you sent a hukum No. 113 in my name, stating that the balance of sist due for fusli 1248, should be paid in fusli 1249, together with the sist due for it ; that for the balance of sist due, you sent a form together with a hukum to the zemindar ; and that after engrossing it on a stamp of proper value, myself and the zemindar should affix our signatures to it and submit to the Huzur. As I do not hold myself responsible for fusli 1249, but only to 1248, I represented to the zemindar that I was not able to continue a long time in my securityship ; when the zemindar told me that the adjacent muttahs failed crops in consequence of want of rain, and therefore no revenue was collected ; that he however paid to the sirkar $\frac{3}{4}$ths of its due ; and that the collector consented to receive the balance the following year from the zemindar who promised to pay it.

If the said balance was due on my security, the collector would take another security bond ; since it is not so, there was no necessity on my part to answer him. If I will be pressed for the payment of the balance on my own security, I bind myself to pay off in the same fusli the said balance out of the collections made from the ryots and the estate of the zemindar. If otherwise, I should be remanded for the sist of 1249 also. I beg to state that there is no application whatever showing that I undertook to be responsible for the payment of sists for the said two fuslis. The zemindar alone, and not I, is therefore answerable for the balance due for the present fusli.

My responsibility for the balance due for fusli 1248 is sufficient to reduce me to the last degree, inasmuch as the order of the collector to the zaft ameen directed him to attach my estate and the muttah for the collection of the balance due for fusli 1247 also.

A perusal of the two arzees which I tendered admitting my securityship, the two enayatnamahs sent in the name of the zemindar regarding the surety, and the two lists of property submitted by the moonsiffs and karnams, and also report together with the two hukums regarding the balance, will convince you that I am not liable to the payment of the balance.

I beg therefore that you will be pleased to do away with my security, and collect the balance as against the estate of the zemindar.

12th April 1840. (Signed) D. VENKAPPA.

(No. 576.)

No. VII. Devara Pallai Venkappa, the petitioner stated that he stood security only for one fusli. But the muttah is put in his possession with the condition that he should be answerable for the due payment of sist that may be due for any fusli and not for one fixed fusli. The arzees submitted by him show that he would pay without failure, at rupees 8,750 a year as peshkush, and that he tendered security bond to that effect. The security bond tendered by the petitioner on the 1st November 1838, itself clearly shows that he on being required by the collector, tendered his estate as security for the said sist, but it does not show that he stood security only for one year.

The following is the copy of the said sunnud :—

The petitioner is therefore held answerable for the payment, as per conditions of the bond, of the balance of sist due for past and present fuslis, on the said muttah, and this petition is therefore rejected.

Security bond on estate.

To

GEORGE ANTHONY SMITH, Esq.,

Collector, Zillah Rajahmundry.

Security bond tendered by Devarapallai Venkappa, residing at Pamarru, on his Estate.

As you required me to give security on my estate for the due payment of sist, at rupees 8,750 a year, in case the muttah Vegayammapettah which is under sirkar zaft shall be released and put in possession of Vadrevu Sundarappa, zemindar of the muttah ; I agreed to it and pledged so much of my estate, (situated at the said village, and about which the darogah of Draksharama division submitted a report, and which is

valued at rupees 19,14[illegible]-15-0) as would be sufficient for the said amount. In case the zemindar fails to pay as per sist, and runs into arrears, I promise to pay at once in cash the said arrears with interest, out of my own estate. The said property which I offered in security is not in any way encumbered. As long as my securityship continues, I shall not alienate the said estate by mortgage, &c.

Should I fail to act up to the conditions, I and my heirs, and also those who succeed me shall submit to the pains and penalties of law regarding the estate tendered in security.

Thus have I granted this security bond on the estate with my free will and consent.

1st November 1838. (Signed) VENKAPPA.

Witnesses.

(Signed) C. VENKATRAYADU.
„ V. RAMALINGAM.

(Signed) S. VENKATARAMANAH.
writer of this deed.

4th May 1840. (Signed) G. SMITH,
Collector.

No. 5.

Order to Subbarase, a Peon attached to Draksharama Division.

No. VIII. The collector issued an order No. 232, dated the 27th April, informing me that D. Venkappa, who stood security for the peshkush of the muttah Vegayamapettah, paid rupees 2,079-12-10, the amount fixed for the peshkush ; and directing the release and restoration to him of his property, you should therefore procure forthwith the attendance, at the division, of the village moonsiff, karnam, and Venkappa, in order to take receipt from them.

(Signed) BODI TIMMYAH,
Amin.

16th June 1841.

(No. 6.)

Order to the village Moonsiff and Karnam of Draksharama Division, at Pamarru.

No. IX. The collector issued an order No. 232 on the 27th April, informing me that D. Venkappa, who stood security for the peshkush of Vegayammapettah, paid rupees 2,079-12-10, the amount fixed for peshkush, and directing the release from attachment and restoration to him of his property. You should therefore procure the attendance, before me, of the said Venkappa, that I may be able to take a receipt from him for the due delivery, to him of his property. If he would not be able to come to me owing to his illness, you should obtain a receipt from him there, signed by him and attested by the witnesses, and submit it to me with your report.

(Signed) BODI TIMMYAH,
Daroga.

7th September 1841.

(595.)

Receipt granted to Davaru Pallai Venkappa, resident of Pamarru.

No. X. You have this day paid, under the security bond you have executed regarding the Muttah Vegayammah Pettah, rupees 594-7 out of rupees 596-11 due to the sirkar for fusli 1249. The said sum is entered in the chittah account in the Kacherri at Draksharama division.

(Signed) P. GOVINDARAZE,
Shroff.

11th April 1841. (Signed) TIMMYAH,
Darogah.

(No. 596.)

Receipt granted to D. Venkappa, a resident of Pamarru, attached to Draksharama Division.

No. XI. You have this day paid rupees 126 due to sirkar for fasli 1249, under the security bond, you heve given regarding the Muttah Vegayammah Pettah, and the payment is entered in the chittah in the Kacherri at Drakshrama division.

(Signed) P. GOVINDA DOSS,
Shroff.
(„) B. TIMMYAH,
Darogah.

12th April 1841.

(603.)

Receipt granted to D. Venkappa residing at Pamarru, attached to Draksharama Division.

No. XII. You have paid this day rupees 142-6 on account of your security bond regarding the Muttah Vegayammah Pettah, and the payment is entered in the chittah in the Kacherri at Draksharama division

(Signed) P. GOVINDA DOSS,
Shroff.
(„) B. TIMMYAH,
Darogah.

14th April 1841.

(618.)

Receipt granted to D. Venkappa.

No. XIII. You have this day paid rupees 6-11-10 for fasli 1249, under your security bond regarding the Muttah Vegayammah Pettah, and the payment is entered in the chittah in the Kacherri at Draksharama division.

(Signed) P. GOVINDA DOSS,
Shroff.
(„) B. TIMMYAH,
Darogah.

20th April 1841.

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(524)

Receipt granted to D. Venkappa, residing at Draksharama Division.

No. XIV. You have this day paid through S. Venkataramannah rupees 1,210-4, as per order of the collector, dated 22nd January, directing me to collect from you rupees 2,079-12-10; and the payment is entered in the chittah at Draksharama division Kacherri.

(Signed) P. GOVINDA DOSS,
Shroff.
(„) R. VENKYAH,
Amin.

22nd February 1841.

No. XV. From

VADREVU SUNDARAPPA.

To

BAVARAZE YELLAM RAZE,
TODAVARTI BUCHI RAZE,
ADABALA BUCHANNAH,
Munsiff.

You should put in possession of D. Venkappa, 2 putties of my inam land, out of 9 putties and 10 tooms of land which I pledged to him, on account of the sum he paid to the sirkar, for the balance due against my Muttah.

(Signed) V. SUNDARAPPA.

Dated Sunday, 2nd Makah Sudda of Sarvari.

No. XVI. From

VADREVU SUNDARAPPA GARU,

To

KALURI VENKATARAMANNAH REDDI PAPPYAH, and Do. TATYA.

As the land attached to Gummaledi, in the permanent account, has already been ordered to be put in possession of Devarapallai Venkappa, you should forthwith separate it and put it in his possession.

(Signed) SUNDARAPPA.

Dated Sunday, 2nd Makah Sudda of Sarvari.

No. XVII. *Deed of sale of lakeraze inam land executed by* 1, *Perammah mother and guardian of Vadrevu Somappa, Ramyah, Kamyah, and Dasyah and also by* 2, *Vadrevu Sundarappa and* 3, *Do. Sankarappa to Devarapallai Venkappa, on the* 22*nd December* 1842, *corresponding with Thursday the* 5*th Margasera Bahalam of Subakrutu.*

We have this day sold to you for rupees 1,000 under this deed our own 3 putties and 6 tooms of land at Busakaula pallai, and 5 tooms of land which we purchased of Vapadhyavaru, all attached to our Muttah; total 3 putties, and 11 tooms of land, and received the money in cash.

The 1st plot is bounded on the west by the borders of Kunnapuram, on the east by road, on the south by a field called Ramadacheru, and on the north by the field cultivated by Bapannah, son of Chitturi Chena Venkyah, and by a road. The inam lands of Pallaipudivaru, and Bhatraze are excepted. The 1st plot measures 2 putties and 10½ tooms.

The 2nd plot is bounded on the west by a road, on the north by a tamarind tope, backyard of a barber, moniam land of chucklers, and cultivable land of M. Subbannah, on the east by moniam land of Bhatraze, and culture rayadu cheu, and moniam land of carpenters, and on the south by cultivable land of Venkappa, moniam land of Ponnadaram Garikepati, and Pallapadi Pulliah, and to northern bound of the big Chena. The inam land of Salegramamvaru situated within the said boundaries is excepted. This 2nd plot measures 1 puttee and ½ toom.

The two plots measure 3 putties and 11 tooms, as we sold the said 3 putties and 11 tooms of land to you for 1,000 rupees, you and your posterity shall enjoy it for ever.

(Signed) SUNDARAPPA,
(„) SANKARAPPA,
Mark of PERAMMAH,
Guardian.

Witnesses.
(Signed) B. CHELAMYAH.
(„) K. BAPINADU.

P. MATTYAH, Karnam of Kurakaula pallai,
Writer of this Deed.
(Signed) SUBBAYAH,
Pleader,

No. XVIII. *Document executed on the* 22*nd December* 1842, *to Davara Pallai Venkappa, by Vadrevu Sundarappagaru Sankarappa; and Perammagaru, mother and guardian of V. Somappa, Ramyah, Kamyah and Dasyah.*

We have this day sold to you 3 putties and 6 tooms of lakeraze inam land at Kurakaula Pallai, and also 5 tooms of land which we purchased from Oopadhyalavara; total 3 putties and 11 tooms of land for rupees 1,065, and executed a document for rupees 1,000 on a stamped paper, and received in hand the remaining rupees 65; we therefore bind ourselves to pay you, in case of our getting the sale cancelled in three years as stipulated on the counter we obtained this day, the said sum of rupees 65 also, and take

back this document as well as the bill of sale. Should we pay within two months rupees 314-2-6, and thereby cancel the sale of the land at Kurakaula Pallai, you should give back this document, and also the bill of sale.

(Signed) P. SUNDARAPPA.
(„) SANKARAPPA,
\+ Mark of PERAMMAH,
Guardian.

Witnesses.
(Signed) CHELAMYAH.
(„) B. BAPENADU.

PALAPA MUTTYAH,
Karnam, is the writer of this Deed.

No. XIX. *Document executed on the 22nd December 1842, by Vadrevu Sundarappa and Do. Sankarapa, and by Peramanah, mother and guardian of Somappa, Ramyah, Kamyah and Dasyah, to Devara Pallai Venkappa.*

Whereas in case of our getting the sale of the land of Kurakaula Pallai cancelled by payment, within two months of rupees 314-2-6, as stipulated in the counter you have executed to us, we pay you the surplus amount also if the rate of price were to increase in the said two months and cancel the sale.

(Signed) SUNDARAPPA.
(„) SANKARAPPA.
Mark of PERAMMAH,
Guardian.

Witnesses.
(Signed) CHELAMYAH.
(„) BAPUNADU.
(„) VENKATARAMMAN.
(„) NARASYAH.

PALAPA MUTTYAH,
Karnam Writer.

No. XX. *Counter deed executed on the 22nd December 1842, by Devara Pallai Venkappa, a resident of Pemmaru, to Vadreru Sundarappa and Sankarappa, and also to Perammah mother and guardian of Somappa, Ramyah, Kamyah and Dasyah.*

Whereas regarding the balance due to one Devara Pallai Brammannah, under a kowle you formerly granted to him regarding 3 putties and 11 tooms of land at Kurakaula Pallai, you have this day caused me to pay him (Brammannah) rupees 750-13-6; and received in cash rupees 314-2-6. Of this latter sum you have executed to me a document on a Bengal paper, for rupees 65; and for the remaining sum of rupees 249-2-6, and the aforesaid sum of rupees 750-13-6, making a total of rupees 1,000, a bill of sale on a stamped paper. I therefore execute this counter to you under the security bond you have caused me to tender to the collector, regarding the peshkush of the Muttah Vegayammah Pettah for Velambi, and executed to me a registered document for the balance on the 6th November 1839, for 9 putties and 10 tooms of lands at Mirutyapadu, Gummelaru, Vegayamma Pettah and Kudapur. I therefore paid into the hands of the darogah of Drakshramma division rupees under receipts as per order of the collector. I promise, in case of your paying me any sum from this day within 10th Margasera Buhulam of Visvavas, to restore to you any portion of land optional to me, equal to the sum you paid. In case you pay me the whole amount within the fixed time, I shall receive the same in the presence of the zillah court, and restore all the lands to you. If you would pay me within two months the sum of rupees 314-2-8, which I then paid to you, I restore to you the lands at Kurakaula Pallai, or if you would not pay within two months or 3 years, you shall not have any claim to the said land at any time. You should stand responsible for any claim against the said land.

Thus have I granted this counter document with my free will and consent.

(Signed) VENKAPPA.

Witnesses.
Signed) B. CHELAMIYAH,
(„) K. BAPENADU.

PALAPU MUTTYAH,
Writer.

(No. 136.)

No. XXI. To

VADREVU SUNDARAPPA,
Zemindar of Vegayamma Pettah.

On tax being fixed in fusli 1252, upon your enam land, at the village Kurakaula Pallai, cultivated by Devara Pallai Venkappa, a cultivating ryot, he informed me that as he purchased the said land he need not pay the tax.

You should therefore inform me as soon as possible, whether you sold it away to the said Venkappa or mortgaged it to him, and if you sold it, you must bring to my notice why you have not as yet entered the fact in the public accounts, and adduce satisfactory reasons for the same.

4th September 1843.

(Signed)———
Collector.

No. XXII. To

SIR H. MONTGOMERY,
Commissioner in charge of the Board.

Arzi submitted by Vadrevu Sundarappa, Zemindar of the Muttah Vegayammah Pettah.

With reference to your enayatnamah (No. 136), dated the 4th September 1843, I beg to state that as I was absent from the village I could not submit ere this. Upon the said my inam land at Kurakaula Pallai, I received on different occasions *loan of rupees* 1,065, executed on a Bengal paper, a document for rupees 65, and for the remaining rupees 1,000, executed a document on the 22nd December 1842 on stamp paper, to Venkappah, *selling the said land outright;* and obtained on the same day, a *counter* on a stamp paper, to the effect that if he would pay back any portion of the amount, the purchaser should restore to him a portion of land equal to the sum paid; and that if the whole amount is paid, the whole land should be restored back; and that failing to pay back any part of the amount, the sale should be considered outright. The deed of sale executed to Venkappah, and that executed by him to me have been registered in the zillah court. As the time has not still expired, the entry required is not made in the accounts immediately. If I fail to pay within three years any portion of the sums to Venkappah, the sale should be considered outright after the expiration of the time.

I beg to remain,

(Signed) VADREVU SUNDARAPPA,
Zemindar of Vegayammah Pettah.

21st October 1843.

Extract from the Proceedings of the Civil Court of Rajahmundry, dated 27th December 1844.

No. XXIII. Read Extra Petition No. 395 of 1844, by Davarapully Venkappah, petitioner.

Petitioner claims 13 putties of land attached in execution of the warrant issued in No. 47 of 1834, Provincial Court's file; he states that the collector having required from the defendant security for the due payment of sists on his zemindaree, the defendant executed to him a certain agreement on the 10th October 1838, and petitioner tendered the security required.

That in 1248 fusli, the estate fell in arrears for 2,187½ rupees, and defendant's guardian gave petitioner a mortgage of lackerausee enam.

	Candies.	Tooms.
Candies at Mirtapadoo.....	5	7 5/16
Goomilaroo.....	1	0
Coodoopoor.....	1	2 5/16

7½ candies in all, stipulating that if Government should collect the arrears from petitioner, the lands mortgaged should be considered as sold to him at 200 rupees a candy, and that should this amount be

insufficient, two putties of land at Vegayammah Pettah, should be given at the same rate. That this document was registered in the zillah court on the 9th January 1840.

That on the 22nd January 1841, the collector directed the darogah of Dracharam to collect the arrears which defendant's guardian being unable to pay, she directed the villagers to make over the 9¼ candies of land abovementioned to petitioner, which they did; upon which petitioner paid into the treasury 2,079 rupees, 12 annas and 10 pice, being the amount of arrears claimed by the collector, upon which petitioner's property was released from attachment.

That on the 23rd February 1840 and 28th July 1841, defendant's guardian gave conditional putties to Davarapully Brammannah, renting to him the 3$\frac{1}{10}$th candies of land in Koorookalapilly on lease for eight years at 120 rupees a year, in consideration of a sum of 300 rupees due on a registered deed given by defendant to the petitioner's father, Bopannah and others, on 15th December 1835, and of 300 rupees paid (which sums with interest amounting to rupees 951-11-0, would leave a sum of 8¼ rupees to be paid to defendant at the expiration of the lease). That defendant's guardian caused petitioner to pay to Brammannah, the balance of rupees 750-13-6 on this agreement up to 22nd December 1842, transferring to petitioner the land in his possession.

That defendant's father borrowed from petitioner rupees 314-2-6, but not being able to procure a sufficient stamp for a bond for 1,065 rupees, a bond for 1,000 rupees on stamped paper and a separat bond for 65 rupees on plain paper, was executed by defendants to petitioner, and he received a bill fo. sale for the 3 putties and 11 tooms of land in Korookalapilly, which Brammannah had held; that this bill of sale was registered on the 29th December 1842; that defendants took from petitititioner a counter sunnud on the 22nd December, which was registered also on the 29th; stipulating that should defendants repay rupees 314-2-6 with interest, the said sum within two months, petitioner should relinquish the lands on the expiration of the time for which Bramannah had held them; and further stipulating that if petitioner should receive payment from defendants of the whole sum of 3,144 rupees, 12 annas 10 pice, before the 10th decreasing Margaseram of Viswavasoo year he should restore the 13 candies $\frac{1}{16}$.

Petitioner states that not having received the amount, he has himself cultivated a portion of the lands and leased out the remainder.

Petitioner refers to a complaint by a ryot Pendal Ammanah, to the collector, complaining of petitioners having put another ryot in his place, and to the collector's admission of petitioner's right also to a dispute regarding petitioner's liability to pay "rules tax" which the Commissioner decided in his favour.

Petitioner says that the land is not registred in his name owing to the period fixed for redemption not having expired.

Petitioner alleges that the reports made by the moonsiffs and kurnums are in consequence of collusion with the plaintiff, and enters into explanations in regard to those reports.

Read Extra Petition 464, by plaintiff—

Stating that D. Venkappah claims mortgage on 13 putties of ground attached under the warrant; that the zemindar reduced the sist and let out the zemindary; that the lands in his name as Doombala lands, he has mortgaged by ficitious bonds which petitioner notified by extra petition on 14th September 1836; after this, defendent died and his son conducted the defence; that according to the Board's orders of 1838, the petitioner D. Venkappah's security was received, and the estate made over to petitioner; that, that year petitioner and defendant together managed and collected every thing and became 2,079 rupees $\frac{11}{16}$ $\frac{9}{16}$ indebted to the circar, when collector attached surety's property, and paid from the amount he had collected, the amount and his property was released; that in 1249 fusli petitioner did the same; that that year he received a larger sist; that while it is so it is false that he borrowed money; that if the kurnum's and original accounts are produced this will be known. That under the balance petitioner stated in an arzi to collector, that defendant had mortgaged 9 candies, $\frac{1}{8}$ in Coodoopoor, &c. to him, and requested the collector to cause the transfer, but the collector suspecting fraud refused and wrote an order on the 13th August 1843, to the ameen; that besides this, petitioner has frequently craftily addressed the collector regarding those lands; that when the Board gave order for collecting rules tax from ryots cultivating inam lands, he said, these lands were sold to him, and on 16th July 1841, collector wrote to ameen, who reported that he suspected it was false; that the lands were sold, and to collect the rules tax; that petitioner concealing this, addressed the Commissioner in charge and falsely states the rules tax has ceased; had it ceased there would have been an order of the collector, that petitioner does not even state there is one; that except this order of 13th August 1843, the collector sent no order in regard

to the rules tax; that that order therefore stands good. That the stamp was sold 3rd November 1840, and the bond was written on 22d December 1842, and the writer Palapy Moottiah kurnum of Cooroocalapully states, that he did not consent to antedate the bond; that he did not see the money paid; that it is true as stated by the kurnum that the land in that village includes Jeroyettee land; that till 1848 fusli it was Jeroyettee 1249; in removing the estate from attachment, making it over to defendant, defendant took the best land as inam, and having also taken more land, the kurnum has reported the truth. That first, the court's peon brought the warrant and the list of lands was written and copy sent to head of police; that petitioner and his goomastah, petitioner in 394 and defendant's people came to Rajahmundry, and taking the warrant peons under them and forcing the village kurnum, wrote a fresh report that the lands were mortgaged. That the kurnum Moottayas being afraid of the peon, the peon caused defendant' own goomastah to prepare a fresh list; that when they sent that report to head of police, he said he could not receive reports from irresponsible people.

Petitioner refers the court to proof of Soobbaya being kurnum. Refers court to writing of sunnud of 22nd December 1842, as showing that P. Soobbaya is defendant's private goomastah.

That of the 2 puttie lands in Vegayammah Pettah Vonkayala Veerasalingum claims a mortgage on one puttie, and it is reported the other is in defendant's own ultivation; from which it will be seen that petitioner has combined with defendant to set up this claim.

The following documents were filed by the petitioner No. 395 of 1844:—

1. Sunnud dated 17th December 1835, executed by Vaudravoo Woomapaty, to Davarapully Baupannah and others renting the village Coorookallapully.
2. Kararnamah sunnuds dated 10th October 1838, by Vaudravoo Soondrappah, to Devarapully Venkappah petitioner.
3. Deeds dated 6th November 1839, by Vadravoo Parammah to the petitioner, mortgaging the lands claimed by him.
4. Puttah dated 22nd February 1840, by Vaudravoo Soondarappah, to Davarapully Bremmannah renting the land of 3 candies and 11 tooms at Coorookallapully.
5. Ditto. dated 28th July 1841, ditto. ditto.
6. Bill of sale dated 22nd December 1842, by Vaudravoo Parammah to D. Venkappah, selling 3 candies and 11 tooms of land at Coorookallapully.
7. Sunnud dated 22nd December 1842, by V. Soondarappa and others, to D. Venkappah.
8. Ditto. ditto.
9. An order dated 22nd July 1842, issued by zufty ameen, to the villagers of Coodoopooroo, allowing D. Venkappah to rent his lands to any ryot he may choose.
10. An order dated 16th June 1841, issued by the ameen of Dracharamah to the peon attached to him, ordering the release of the property belonging to D. Venkappah.
11. An order dated 7th September 1841, issued by the ameen of Dracharamah to the village moonsiff and kurnums of Pawmarru ditto. ditto.
12. 13. 14, 15, and 16. Receipts given to D. Venkappah pettioner by the darogah and peishcar of Dracharamah for rupees 2,099-12-10, paid to the circar for arrears of revenue.
17. An order dated Sunday the 2nd increasing maghum year Sarvary, from W. Soondaruppah, to the villagers, directing them to deliver two candies of land to Devarapully Vencappah.
18. Ditto. ditto. from ditto to Calloory Vencatrammanuah, ditto. ditto.
19. Deed of rent dated Friday the 2nd decreasing Chytram year Khara, by Rawvepanty Vencannah to Dewarapully Venkappah, renting the land at Coodoopeoroo.
20. Deed of rent dated Saturday the 5th decreasing Sravanum year Plava, from Boalena Atchunna and another to ditto. renting the land at Mirtepaudoo.
21. Deed of rent dated Thursday the 3rd decreasing Margaserum year Plava from Paulapoo Soobbiah to ditto, renting the land at Coorookallapully.
23. Arzee addressed by D. Venkappah to the magistrate of Rajahmundry, on 18th August 1844.
23. An endorsement made on the same petition by the head assistant magistrate on 30th August 1844.

Vonkayalu Veerasalingum by extra petition No. 479, says that defendant's heirs borrowed on 8th May 1842 rupees 225, and gave him a bond bearing interest to be paid off from produce of his land at Vegayammah Pettah at 79 rupees a year, to which the ryots accepted; that they gave sunnuds of acceptance and from Soobhacrootoo Poosheya Bahulam 4th to Crody Aushada Bahulam 3rd, paid rupees 127-2-0; that he granted receipts that Choolu Narsimloo died and his son left off his land, and petitioner himself was cultivating this year; that this land had been attached as above stated; that Devarapully Venkappa, had by his petition 395 stated the same; that the produce is received by petitioners and not by Venkappa; that petitioner himself cultivates it which Venkappa knows, and defendants and Venkappa combined and have caused Venkappa to claim the land as mortgaged to him which is false, requests release of property.

Petitioner presents stamped bond and three ryots' acceptances.

Read extra petition 391 by Vaudravoo Ranganyemmah, saying defendant's heir V. Sundarappa borrowed of her on 30th September 1843, 230 rupees and owed her 205 rupees, in all 435 with interest 377 rupees, in all 832 rupees, for which he mortgaged 2 putties and 10½ tooms of land in Mattoocoomully, to be paid off at 32 rupees a year in 26 years; the lands to be enjoyed by petitioner, to which interest defendant's heir gave her an agreement and delivered the lands to her.

That the lands were then under Dasary Tantiah's cultivation which muchilikah was given to plaintiff, and he wrote to the ryot and Tantiah gave petitioner a sunnud to pay him the sist, besides which the defendant gave the collector an arzee on 21st October 1840, to pay petitioner the produce, since which petitioner states she has enjoyed the lands; but the same having been attached under the warrant, she caused her goomastah to show the bond to the villagers and court peon, but they referred petitioner to the court. That the documents referred to are herewith presented, namely the agreement bond, the sunnud to the ryot, and the muchilikah from the ryot to defendant, and requests reference to arzee to collector, and release of the lands.

Read extra petition No. 454 of 1844, by plaintiff Vaudravoo Somappah, saying Rungayemmah's (petitioner No. 391) husband and defendant's uncle Goverauze, and defendants have combined to present the petition which is false; that from 1839 the suit has been going on, and on the 15th February 1843, the past produce, &c., was awarded to plaintiff; that the term for appealing was June 25th 1843, after which on the 23rd September the bond was given; that defendant has not appealled and could not have obtained 250 rupees on loan, besides defendant decreased the sists giving rents and gave false bonds for mortgage inams as stated by petitioner, in petition presented on 16th September 1836.

Read extra petition No. 476 of 1844 by Vaudravoo Mrooteyoonjayoodoo, saying his father Bheemascukaroodoo and Oomawpaty and Jogerauze, adopted son of Goverauze and Nursimlo adopted son of Gowreepaty, and plaintiff's father Soondaruppah are brethren; that the ancient zemindary of Vegayammah Pettah acquired by them, the merassy and shotriums were conducted by Oomapaty (defendant's father), that he received sists, and all shared alike.

That under the warrant issued in the suit he understands the joint lands are attached; that these lands are not included in the matter in dispute, nor has any dispute occurred regarding them; that the relationship and enjoyment above stated will be proved by respectable witnesses. Petitioner requests release of his ½ share; that he has only two years ago attained majority; that his father died sixteen years ago, therefore he has been unable to bring forward his claims whether to the zemindary or lands. Offers to sue as pauper for the lands.

Read also return dated 14th September 1844 from the Nazir, reporting that defendant had left the village with his moveable property, and that on plaintiff's pointing out he had attached lands valued at rupees 2,560, annas 7 pice 9, and 60 rupees worth of produce of merassy lands at Wootroomilly.

The acting judge has given this case more attention than was due to it, and he is unable to discover any grounds for considering the transfer of the lands to the petitioner in No. 395 as fraudulent; there is abundant proof that petitioner satisfied the circar demands and other mortgages upon these lands existed, the course which defendants have adopted for meeting the demands against them are such as might have been expected in the circumstances, and bear no marks of collusion. In fact the registered document of 29th December 1842 was of a nature that might have fully justified the acting judge in declining to enter on a summary investigation of the nature of the transaction.

The merassy produce must of course be released.

It is unnecessary to enter into the merits of petition No. 479, as the land at Vegayammah Pettah is among the lands transferred to petitioner in No. 395.

Petitioner in No. 391 will adduce evidence to prove the transaction and bond she claims under.

The lands in Vegayammah Pettah, Goommillaroo, Coodoopoor, Mirtepaudoo and Cooroocaullapully will be released from attachment, also the merassy produce.

(True Extract)

(Signed) J. ROHDE,
(„) *Acting Civil Judge.*

(True Copy)

C. F. COPLESTON,
Civil Judge.

No. XXIV. To

THE CIVIL COURT OF RAJAHMUNDRY.

Receipt submitted by Devara Pallai Venkappa, a resident of Pamarru.

In the matter of a suit No. 47 of 1834, on the file of the late provincial court between the pauper plaintiff Vadrevu Somappa, zemindar of the Muttah Vegayammah Pettah, and the defendant's heir, Vadrevu Sundarappa, the northern provincial court passed a review of judgment on the 15th February 1843.

On the 1st July 1844, you issued an order in the name of your court nazir for collecting under the said decrees rupees 6,211-12-8, being the amount of past produce of Vegayammah Pettah, costs, &c. from the defendants, and producing the same before the court. Under the said order my lands measuring 13 putties and 1 toom was attached; I therefore put in a petition in No. 395 of 1844. In consideration of this as well as the counter petitions (Nos. 464, 476 and 479) thereto, you passed an order 15th January 1845, in the name of your nazir, with reference to the proceedings dated 27th December 1844, directing the removal of the attachment. The said nazir passed proceedings on the 4th December 1844, with reference to the said order dated 15th January 1845, and issued a takeed on the 14th to the court peon. Akula Chinna Subbaroyadu who brought it and other proceedings, and delivered the different lands to me in presence of the different villagers.

The particulars of lands delivered to me are after removing the attachment of them and their produces are as follows:—

1 Putty	2½ tooms	of lands at Gummaleru.
1 do.		of land at Kudupur.
3 do.	11 tooms	at Kurukaula Pallai.
5 do.	7½ do.	at Mirutipadu.
2 do.	do.	at Vegayammah Pettah.

XXV. *Decree passed by the District Moonsiff of Setanagaram, in the Zillah of Rajahmundry, Original Suit No. 393 of 1848.*

Plaintiff.	*versus*	*Defendants.*
Devarapalli Venkuppa.		1. B. Ramannah.
Pleader.		*Pleader.*
K. Subbyah.		K. Iswarappa.
		2. Potbereddi Subbannah.

Plaint sets forth that out of the 5 khandayams and 7½ of land which belonged to V. Vumapati, and was sold to the plaintiff, one Allarayadu took a portion paying a sist of rupees 124-10, and the defendants Sadaranah under a muchilika, executed by them to the plaintiff on the 13th July 1847, promising to pay the remaining portion, paying a sist of rupees 69-7 annually, for 4 years, from Plavanga to the end of the net amount of rupees 273; that as they took possession of the profits for the year Plavanga and withheld payment of the sists rupees 69-7-0 due for Plavanga, and rupees 6-15-10 interest thereon, total

rupees 76-6-10 may be recovered for him, together with further interest and costs, as well as rupees 208-5 being the amount of the remaining three instalments.

The 1st defendant on his own account and on account of the 2nd puts in this answer, stating that as set forth in the plaint the plaintiff gave a *coole* to him of the land yielding a sist of rupees 69-7 annually; that he paid rupees 17-0-7 in Vysak of Kilaka, being a portion of the kist due for Plavanga, promising to pay the remainder out of the produce of Kilaka; that the plaintiff laid a claim also for the amount collected; that for rupees 121, being the kist of Kilaka including the said balance, he promised to pay rupees 100 at the end of Kilaka, and 21 at the end of Saumiah; that for the sake of punctual payment he promised to pay interest; that the plaintiff having promised to withdraw the suit, if a document, for the said sum, will be executed a second time, he executed one on the 3rd February 1841 for the balance due after deducting the payment, and the plaintiff wrote to his pleader for withdrawing the suit; that the plaintiff's pleader told me he would withdraw the suit on receiving the letter from the plaintiff through post; that the plaintiff having sent a letter, asking him to deposit jonnalu grain in the granary for the said sum, he deposited 90 putties of the grain in the granary with chits in the name of the plaintiff, and sent through his brother rupees 31 to the plaintiff; that the plaintiff promised to give the document subsequently, and that the plaintiff having come to know the fall of the jonnalu's price instituted this suit for fear of loss.

Plaintiff's Exhibit.

Kadapa executed to the plaintiff by the defendant, on Tuesday the 31st Ashadah Suddah of Plavanga.

Plaintiff examined 4 witnesses.

Defendant filed the letter alleged to have been written by the plaintiff in the name of his pleader on the 3rd February 1849—and examined 2 out of the 3 witnesses cited by him. He informed that the other witness need not be examined.

Plaintiff's Witnesses.

1. V. Venkataze. He deposed that he wrote the plaint muchilika; and that on the 1st defendant promising to pay the plaintiff two years' kist, the plaintiff said that he should pay it with the costs of the suit.

2. M. Doriah. This witness admits the execution of Kadapa to the plaintiff by the defendant, and speaks to his having heard from the 1st defendant that a rauzeenamah was entered into to the effect that 100 rupees should be paid first, and rupees 21 afterwards; that the 1st defendant simply told him he deposited jonnalu for the plaintiff, but did not give it to the plaintiff.

3. A. Royalu. He speaks to the execution by the defendant of the Kadapa. He further deposed that the plaintiff having said he would bring a suit for the balance, the 1st defendant promised to pay it in a month, and that he did not know what took place after the institution of the suit.

4. P. Veeravenkyah. He speaks to the execution of Kadapa, to his having heard from the 1st defendant that after the institution of the suit, he deposited jonnalu grain through the medium of the 2nd defendant to the 1st defendant, having again executed a document to the plaintiff, and to the plaintiff having written a letter to his pleader.

1st Defendant's Witnesses.

1. H. Veraraze. He says that subsequent to the muchilika, the 1st defendant sent 17 rupees to the plaintiff, and promised to deposit 100 rupees worth of jonnalu, and asked to withdraw the suit; that the plaintiff agreed to do so, and wrote a letter in the name of his pleader for withdrawing the suit; that the defendant deposited 9 putties of jonnalu at 10 rupees per puttie, and sent 10 rupees to him through his (1st defendant's) brother; that the said 9 putties of the said grain are still in the granary, and that he would be answerable for the due supply of the grain.

2. B. Lankalammah. He speaks to his having heard from the 1st witness, the arrangement regarding the 100 rupees, and from the 1st defendant's brother the payment of rupees 10 to the plaintiff.

Judgment.

The Civil Judge considered the evidence of the above witnesses. The defendant admits the execution of the Kadapa on which this suit is based to the plaintiff, and the amount claimed as being due. He answered that for the rupees 121 being the balance of sist due, for two years, under the muchilika in

question, he deposited 9 putties of jonnalu grain at 10 rupees a puttie, and paid rupees 10 in cash to the plaintiff, total rupees 100. The sunnud (security bond) executed by the 2nd defendant to the plaintiff was sent for and perused. It shows that a balance of rupees 121 for the years Plavanga and Kelaka having been struck in favor of the plaintiff against the defendant, the 1st defendant agreed to pay rupees 100 on the 15th Phalguna Suddah, and 21 rupees on the 30th Pushea Bahulam of Soumiah with interest, and that the 2nd defendant held himself a security for it. The 1st defendant answered that for the said 100 rupees he deposited 9 putties of jonnalu grain, and paid the remaining 10 rupees to the plaintiff. The 1st defendant's 1st witness alone speaks to the plaintiff having asked the 1st defendant to deposit jonnalu grain. Plaintiff put in a motion stating, that as the 1st defendant failed to act up to the Kadapa executed by him, a decree may be passed after examining his case. The evidence shows that the jonnalu grain was deposited by the 1st defendant. He must be held answerable for the balance due for plaintiff. The plaintiff says that the suit should not be struck off the files, inasmuch as the said sum was not received by him. The defendant alleges that he having deposited jonnalu for the plaintiff's due, the suit may be struck off the file. The defendant is bound to prevail upon the plaintiff to withdraw the suit, by assuring him he would pay the sum due. The defendant should not bring the letter from the plaintiff for withdrawing the suit. Why the defendant remained quiet when the suit was not withdrawn? It is not reasonable on the part of the 1st defendant to pray for the withdrawal of the suit, keeping in his own charge the sum due to plaintiff. It appears that the plaintiff neglected to withdraw the suit, because he did not believe the 1st defendant. If the 1st defendant was not actuated with evil motive, he would not have remained quiet. How can the plaintiff's pleader believe the letter brought by the defendant praying for the withdrawal. As both parties admitted the document executed a second time, the defendant should pay the plaintiff rupees 121 for the first two years under the said document, and bear a moiety of the costs. As the year Soumiah also has passed, the defendant should also pay to the plaintiff rupees 69-7-0, kist due for that year. He should also pay kist for the year Sadharah on the day fixed.

Signed and sealed.

(Signed) M. PURUSHOTHAM,
District Moonsiff.

(True copy.)

(Signed) T. A. ANSTRUTHER,
Civil Judge.

Takid to the Village Moonsiff and Karnam of Kudapur.

No. XXVI. On a report made by me, after having held inquiry regarding the arzi presented by Pendala Ammannah, the collector issued an order No. 4, dated 19th July 1841, that the land claimed by the petitioner appears to be in possession of Davarapallai Venkappa; that he said in presence of some mediators he would not pay the teerwah regularly; that the land therefore should be put in possession of Ranipati Venganah, who obtained a cowle from the said Venkappa. You should therefore inform this to the petitioner Pendala Ammannah.

(Signed) SAYANNAH,
Zafi Ameen.

22nd July 1842.

No. XXVII. *Kadapa executed by Vudrecu Sankarappa to Palipa Subbyagaru, on the Thursday the 3rd Chitra Bahulam of Subakrutu.*

I hereby promise to pay you at 55 rupees a year on the two putties of land at the Kasba Vegayammah Pettah, and which is sold to Devara Pallai Venkappa, commencing this year and up to the end of the year Krodhi. As you took the said land from Venkappa for rupees 50 and intended to let it out for more sum, I promised, as aforesaid to pay you rupees 55, and restore the land at the expiration of the three years aforesaid.

Thus have I granted this Kadapa with my free will and consent.

Witness.
(Signed) G. VENKATA, DEKSHITALU.

(Signed) SANKARAPPA.

SANKARAPPA
Writer.

No. 3578.

TITLE DEED GRANTED TO

DEVARAPALLI KAMANNA.

1. On behalf of the Governor in Council of Madras, I acknowledge your title to a Personal Inám situated in the village of Gummileru Táluk of Kotaramachendrapur District of Rajamandri, claimed to be of acres (six) 6.40 of dry land.

2. This Inám being an alienation from the original family will be subject to the payment of an annual Quit Rent of Rs. (six) 6, which is hereby imposed upon it in commutation of the claims of Government arising from your defective title. The Inám is confirmed to you in Freehold. In other words, the land will be your own absolute property to hold or dispose of as you think proper, subject only to the Payment of the abovementioned Quit Rent.

3. If you should desire to commute the Quit Rent for the payment of a sum of money once for all equal to 20 years' purchase of the Quit Rent you will be at liberty to do so.

Dated
VELLORE,
1st October 1861.

G. N. TAYLOR,
Inám Commissioner.

50—0—0—½

C. No. 20.

No. 3581.

TITLE DEED GRANTED TO

DEVARAPALLI KAMANNA.

1. On behalf of the Governor in Council of Madras, I acknowledge your title to a Personal Inám situated in the village of Kadapur Táluk of Kolaramachandrapur District of Rajamundri, claimed to be of acres (Seven) 7.20 of dry land.

2. This Inám being an alienation from the original family will be subjct to the payment of an annual Quit Rent of Rs. five (5-0-0) which is hereby imposed upon it in commutation of the claims of Government arising from your defective title. The Inám is confirmed to you in Freehold. In other words, the land will be your own absolute property to hold or dispose of as you think proper, subject only to the Payment of the abovementioned Qnit Rent.

3. If you should desire to commute the Quit Rent for the payment of a sum of money once for all equal to 20 years' purchase of the Quit Rent, you will be at liberty to do so.

Dated
VELLORE,
1st *October* 1861.

G. N. TAYLOR.
Inám Commissioner.

40—0—0—½

C. No. 21.

No. 3579.

TITLE DEED GRANTED TO

DEVARAPALLI KAMANNA.

1. On behalf of the Governor in Council of Madras, I acknowledge your title to a Personal, Inám situated in the village of Karukallapalli Táluk of Kolaramachandrapur, District of Rajamandry, claimed to be of acres (twenty-one) 21.20 of dry land.

2. This Inám being an alienation from the original family will be subject to the payment of an annual Quit Rent of Rs. fourteen (14) which is hereby imposed upon it in commutation of the claims of Government arising from your defective title. The Inám is confirmed to you in Freehold. In other words, the land will be your own absolute property to hold or dispose of as you think proper, subject only to the Payment of the a ovementioned Quit Rent.

3. If you should desire to commute the Quit Rent for the payment of a sum of money once for all equal to 20 years' purchase of the Quit Rent, you will be at liberty to do so.

Dated
VELLORE,
1st *October* 1861.

G. N. TAYLOR,
Inám Commissioner.

111—10—0—½

C. No. 23.

No. 3580.

TITLE DEED GRANTED TO

DEVARAPALLI KAMANNA.

1. On behalf of the Governor in Council of Madras, I acknowledge your title to a Personal Inám situated in the village of Kurukálapalli Táluk of Kota Rámachandrapur, District of Rajamandri, claimed to be of acres (one) 1.60 of dry land.

2. This Inám being an alienation from the original family will be subject to the payment of an annual Quit Rent of Rs. one (1 0 0) which is hereby imposed upon it in commutation of the claims of Government arising from your defective title. The Inám is confirmed to you in Freehold. In other words, the land will be your own absolute property to hold or dispose of as you think proper, subject only to the Payment of the abovementioned Quit Rent.

3. If you should desire to commute the Quit Rent for the payment of a sum of money once for all equal to 20 years' purchase of the Quit Rent, you will be at liberty to do so.

Dated
VELLORE,
1st *October* 1861.

G. N. TAYLOR,
Inám Commissioner.

8—0—½

C. No. 27.

ARUNACHALA PILLAI.....*Special Appellant.**

versus

NARAYANNA PILLAI.....*Special Respondent.*

Special Appeal (No. 162 of 1859), from the decree of the Principal Sudder Ameen of Combaconum, (T. RUNGASAMI PILLAI) *in Appeal Suit No. 298 of 1858.*

Arunachala Pillai, versus Narayanna Pillai.

The plaintiff sold the land in issue to the first defendant and obtained from him an agreement allowing him to redeem the same within a given time. He states that he tendered the money to the defendant within the time, but that defendant would not accept it or give up the land. The suit is therefore brought for redemption of the land.

The defence is that tender of the money was not made.

The district moonsiff accepted the evidence offered by the plaintiff to the fact of the tender, and gave decree in his favor.

The principal Sudder Ameen rejected the said evidence and dismissed the suit.

The Sudder Court admitted a special appeal to determine whether the decree of the principal Sudder Ameen was not in contravention of the principal laid down in the decree of the Sudder Court in appeal No. 49 of 1858. Sadagopacharlu appeared for the plaintiff, and Venkatarayalu Nayudu for the first defendant.

JUDGMENT.

The matter in issue has respect to a conditional sale of land, and it is contended on the part of the plaintiff, among other things, that the sale is liable to be cancelled, and should be cancelled, as the price paid was not commensurate with the value of the land. The decree of the Sudder Court cited in admitting this appeal, the Court observe, lays down exactly contrary doctrine, binding the parties to the terms of their engagement as to the price at which the land may have been rated, and allowing of redemption only where tender of the purchase money may have been made within the time agreed on.

The vakeel of the plaintiff acknowledges the inapplicability of the said decree to the purposes of his argument, and cites the decree of the Sudder Court in appeal No. 79 of 1855, as the one on which he depends to support it.

The matter in issue would necessarily be governed by the more recent of the decrees cited, but beyond this the Court have to notice that the decree in No. 79 of 1855, is wholly inapplicable to the present case, as it relates to a mortgage, not to a conditional sale.

The Court see thus no reason to interfere with the Judgment of the principal Sudder Ameen, and dismiss this appeal with costs.

6th August 1860.

* Present: T. L. Strange and C. T. Beauchamp, Judges.

RAVANAPPA Nayakan and others..... *Special Appellants.**

versus

KISTNAPPA Nayakan..... *Special Respondent.*

Special Appeal, (*No.* 55 *of* 1860) *from the decree of the Civil Judge of Chingleput* (*W. Dowdeswell,*) *in Appeal Suit No.* 81 *of* 1859.

Ravanappa Nayakan, versus Kistnappa Nayakan.

The Plaintiff represents that in 1850 the first and second defendants mortgaged to him the property in issue, and in 1853, in foreclosure, put him in possession pursuant to a condition in the mortgage bond that the land should lapse to him if the same were not redeemed within a given time. The suit has been brought to assure to plaintiff his title and to enforce the Registry of the land in his name.

The District moonsiff dismissed the suit.

On appeal, the Civil Judge gave decree in plaintiff's favor.

The defendants one to three have appealed specially to the Sadder Court on the following grounds:—

First.—That third defendant is a *bonâ fide* purchaser without notice.

Second. That Plaintiff's title is based on a mortgage instrument and not on any conditional sale.

Third. That Plaintiff's claim is no bar to third defendant's title.

Mr. Branson appeared for the Defendants and Sadagopacharlu for the Plaintiff.

Judgment.

It is considered by the Court contrary to equity that a penalty in a mortgage bond, such as that the Plaintiff has taken advantage of, should be enforced. The practice of the Court consequently has been to refuse to give other effect to a mortgagee than to award to the mortgagee his money with interest, holding the land mortgaged liable for the same. If however the mortgagor should voluntarily carry out the stipulation of the bond and assign the land to the mortgagee in discharge of the bond, the Court would doubtless respect the arrangement. In the present instance it is alleged by the plaintiff that the land was willingly ceded to him, but that he thus got possession has not been established. The district moonsiff finds that plaintiff took wrongful possession, and the Civil Judge, without controverting this part of the judgment, has represented the plaintiff to have taken possession, and he has expressed the opinion that he was justified in so doing in fulfilment of the condition of the bond. It is thus apparent that the Civil Judge, equally with the District Moonsiff, has rejected the Plaintiff's plea that possession was voluntarily yielded to him.

The Court have to declare under these circumstances that the Plaintiff has shown no title to the land beyond possessing a lien thereon for the sum due under the mortgage bond. They consequently reverse the decision of the Civil Judge, and on the above grounds uphold that of the District Moonsiff dismissing the suit.

The Costs in appeal and special appeal are to be paid by the plaintiff.

28*th November* 1860.

* Present T. L. Strange and H. D. Phillips, Judges.

Memo.

In their order of 4 June 1862. No. 1230, His Government upon the petition of one Vadarazoo Venkatappen directed that a title deed which had been issued by the Tahsildar in favour of a certain mortgagee should be cancelled and a fresh one made out in the name of the mortgagor registered in the Collector's records.

24 decr. 62 The Sadder Court reports that the mortgagee who had been directed to restore the deed granted to him in lieu of this cancelled, has intimated that he has appealed to the Secretary of State on the subject and has forwarded the Petition of Appeal.

Decide in that authority.

The Commissioner requests to be informed whether this action is true, and if so, whether he should take steps to carry out the order of Govt till the result of the Memorial is known.

dated 29th Nov 62 received 6 Jan 63 It is true that a Memorial has been received from the mortgagee, Devanayelli Kamaya, praying that the order of this Government

referred to above may be certified
and accompanied by the original
title deeds, four in number, stated
above by the Inam Commissioners.
The Memorialist contends that
the lands in question became his
absolute property under certain
deeds, translations of which are
appended to his Memorial & also
that he is duly admitted by the
head of the native family: and
further that the deeds have been
confirmed & upheld by the Civil
Courts of Rajahmundry.

The decision of the Inam
Commissioner, against which the
Memorialist appeals is
the issue of the settlement of his
claim, and the proceedings in
dispute before the Commis-
sioner under which the alienation
question were of the nature of
mortgages. Will it be necessary
to call upon Government to direct
a copy of the Memorial to be
considered & reported on. The
Govt can then either confirm
their former decision, and
forward the Memorial to

it's destination, or grant the Memo-
rialist's request at once.

C.G.H.
14/1/63

Memo. for orders

Revenue Dep.

2 & 32

Pro. 1863 [illegible]

Pro. of the Madras Government dated 28th January 1863.

Read the following papers.

I. From the Inam Commissioner

(Received 24 Dec 1862. No. 69.)

II. From Secretary Board of Revenue &c.

(Received 29 Nov 1862.

Before despatching the Memorial received with the second letter recorded above the Government resolve to forward one copy first to the Inam Commissioner for consider-

Read Copy

Williams 165. R22

tion & refer C. Pendry
for further orders.
Mr Taylor will de-
liver taking action
upon C. C. 4 June
1862 - Rec. 1230 -

Revenue 1863 Depttt.
Pro: of Govt for Savy:

No. 185.

Pro: of the Wellard's as Govt.
Dd 28th January 1863.

From Swans Commissioner
dd 26th March 1863 No. 7/10
in 30 days April 27th -

Memorial to the Honble
Government prescribed by
Dismissed Convicts
of the Godwin Dist,
forwarded to the Swan
Commissioner for Sanction

Pro: No. 47-48
1863

No. 366 @ 368.