

# MADRAS RECORD OFFICE.

Government of Madras.

*Revenue* DEPARTMENT.

|                           |                 |               |
|---------------------------|-----------------|---------------|
| G.O. No.                  | 632             | Press<br>Mis. |
| <sup>25-27</sup><br>Dated | 3 - 5 - 1870 19 |               |

Not to be folded or roughly handled

*[Handwritten signature]*

*Proceedings of the Madras Government, Revenue Department,  
3rd May 1870.*

Read the following papers:—

No. 25. Proceedings of the Board of Revenue, dated 26th January 1870, No. 548.

Read the following letter from the Officiating Collector of the Kistna District, to the Acting Secretary to the Board of Revenue, dated Masulipatam, 27th December 1869, No. 386.

ON receipt of the Board's Proceedings, No. 7,292, dated 30th September 1869, I addressed Cavalry Venkatanarainapah, Zemindar of Vissannapet, requesting him, if he had no objection to file the Agreement alluded to, to send his authorized Vakeel in his behalf to file it in the Civil Court of Guntoor. He in reply states that he is going to submit an address to Government on the matter, and that on receipt of an answer thereto, he will communicate with me on the subject.

SUBMITTED for the information of Government, with reference to Government Order, dated 23rd September 1869, No. 2,635.

2. A copy of these Proceedings will be communicated to the Government Pleader.

No. 26. Petition from CAVALY VENKATANARAINAPAH, Zemindar of Vissannapet and Jaghiredar of Tinnanore.

States that in reference to the Government Proceedings of 23rd April last, he has been called upon by the Collector, through a letter, to relinquish his claims to the mesne profits of the Zemindary of Vissannapett during its retention under the Collector's management, and to forego the costs of Vissannapett Suit; and that he submits herewith a legal opinion obtained in this matter. Expatiates upon his right and claim to the said mesne profits and costs.

Prays that, under the circumstances mentioned in this, Government will give him a lump sum in satisfaction of his claim to the mesne profits and costs, enabling him to defray the expenses of demarcation, etc., of the Zemindary; or that Government will direct the Director of the Revenue Settlement, etc., to make the demarcation and survey of the Estate; or that Government will deal with his case just as they please.

(Here enter 5th January 1870.)

No. 27. ORDER THEREON, 3rd May 1870, No. 632.

Miscellaneous.

RESOLVED that the petitioner be informed that unless he at once consents to sign the Agreement referred to in the foregoing Proceedings of the Board of Revenue, the Order, under date 23rd April 1869, No. 1,101, will be formally cancelled, and measures taken to exercise the right of redemption.

*Proceedings of the Madras Government, Revenue Department,  
3rd May 1870.*

2. The following Endorsement will accordingly be passed on petitioner's address:—

“ The petitioner is informed that unless he executes the Agreement referred to  
“ in paragraph 1 of his Memorial within one month from this date, the Order of  
“ Government, under date 23rd April 1869, No. 1,101, will be formally cancelled,  
“ and measures taken to exercise the right of redemption reserved to the Govern-  
“ ment in the Decree of the Privy Council.”

“ As soon as the Government have been made aware that petitioner has executed  
“ the Agreement, they will be prepared to receive from him any further represen-  
“ tation which he may be in a position to make on the subject of the costs of the  
“ Suit; but he must understand that the time for the execution of the Agreement will  
“ not be extended on this account.”

(True Extract.)

(Signed) R. A. DALYELL,

*Acting Secretary to Government.*

To the Board of Revenue.

Exd. F. R. Bantleman.

Rev. Departt

Memo. on No 333

My own opinion is  
I always has been  
dependent to that  
taken by pt. in  
April 1869.

The final decision  
of the Privy Council  
was that Pelt. was  
entitled to the original  
loan Rs 48614 & plus  
interest - or as calcu-  
lated by the Board  
Rs 225,265. - and  
that on payment of  
this sum - less any  
thing paid or realised  
by Pelt. inmediately  
the Crown could take

In their order under  
date 23<sup>d</sup> April 1869, No 1101,  
the Govt determined to leave  
H. V. Narayannappaiah in  
undisturbed possession of  
the Nippanapettah Estate.  
The circumstances of the  
Nissanapettah litigation are  
familiar to Government,  
and a Memo. by Mr. Swell  
drawn up last year is in  
the bundle, from which full  
details can be obtained.

This  
is

Govt. of 1870: 311015.

REVENUE.

1/2

THE BOARD OF REVENUE.

Dated May, 3rd.

Recd.

G. O., 3rd May 1870, No. 682.

MAY.  
Nos. 25-27.

Pissompetta Estate.—Claim of Causal  
Venkatarajalingam to the mortgage profits and costs  
in the Suit, with orders thereon.

This order was passed on  
the proposal by the Board  
of Revenue that the Govern-  
ment should exercise

the equity of redemption  
which was reserved to  
them in the Privy Council  
decree, and upon the  
Gomindar's petition  
that they should fore-  
go this right. The  
substance of the order

or redeem the  
Estate. Now the  
held possession  
of the estate for  
11 years - and the  
Gomindar calculate  
that he got Rs. 1999<sup>15</sup>  
in the way - so that  
to regain possession  
of the Estate he  
could have had  
to buy only Rs. 26<sup>10</sup>.

Pete claims Rs

48,000! It is a

the face of it a absurd.

that the original debt

of 48,000 - could in

30 years pay in to such

a sum - by any year

dated small process.

In April 1869 the  
decided the waiving  
their right of redemp-  
tion. The order is un-  
fortunately uncon-  
ditional and Pete  
communicated it to the notice of Govt  
claims. The mesne profits that the Zemindar's  
of the Estate during  
the 20 years or so, that application to the Govt.  
he held it!

In a later order  
of 23 Sept 69. No 2023  
the Civil Court to  
determine mesne pro-  
fits while the estate  
was in possession  
contemplated his waiving  
all his claims on Govt, and costs  
therein.

If this be con-  
sidered I would say  
that that Pete be  
informed that  
unless he signs the  
of suit claimable  
by him under the de-  
cree still stood, and  
that

he

that the Civil Judge was of opinion that the application must still be complied with unless a compromise between the Govt. & K. V. Narayanaiah was filed in Court.

3 The Govt. might have opposed the application originally but did not do so, because, at the time of agreement of what they have achieved within one month the order of appeal will be formally cancelled and measures taken to exercise the right of redemption. I am confident that no less decisive course will ever bring matters to a final issue. It must however be remembered that in the majority opinion the Court cannot now assert this right. I can hardly believe this view to be correct but we might take the Advocate's opinion.

on it. Mr Handley differs from Mr Mayne. Looking at the position in a brief we now are I would enter into no real explanation in it. It is as are suggested at the end of the memo.

The costs stand on a different footing and are exclusively provided for in the Decree of the Privy Council. I fancy Mr Handley will have no difficulty in arriving at a very fair approximation of what is due to him & this might be offered. L.D.P.

time it was made, the propriety of exercising the equity of redemption was under consideration, and had this been resolved upon an adjustment of all receipts and payments relating to the estate from the date of the original mortgage would have been gone into.

4 The question was referred to the Govt Pleader in the G.O. under date 31<sup>st</sup> August 1869, No. 2465, and Mr Handley in his letter of the 7<sup>th</sup> Sept<sup>r</sup>, recorded in the G.O. dated 23<sup>rd</sup> Sept<sup>r</sup> 1869, No. 2635 states that "clearly he (K. V. Narayanaiah) has no claim to any thing more than has already been given to him, viz. the possession of the

possession of the estate. The Govt.  
were entitled to possession on pay-  
ing him the balance due to him,  
they have received their right to  
redeem the estate, and he must be  
taken to have waived his to the  
balance of his debt.

5. Mr. Handley also questioned  
the power of the civil court at  
Quilon to enter into the Meone  
Profit question, as it was not  
referred to by the Privy Council,  
even though their silence on the  
point was the result of a mis-  
conception. As to the costs  
Mr. Handley thought it de-  
sirable that a lump sum  
should be awarded in satis-  
faction of K. V. Narayana-  
pahi's claim, and he enclosed  
a draft of an agreement to  
be entered into by him resigning  
his claim to meone profits and  
agreeing that each party should  
bear his own costs. The Govt. also  
considered that on resigning their  
right of redemption they did

I agree with Mr. Handley in  
the matter which  
should be taken in the  
case.

A. J.

I do not see  
advocate the  
course adopted by  
Govt. in leaving  
the Petitioner in  
possession of the  
estate I did so  
under the impression  
that the Petitioner  
was to accept this  
arrangement as full  
satisfaction of all  
his claims and I  
would now rescind  
the order and refer  
the matter out in  
every way if the  
Tenderer refused.  
I say. The  
agreement referred  
to is N.

6. It appears that the  
Collector has called upon  
Kavalu Venkata Narayana-  
pahi to execute the agree-  
ment, with an additional  
clause giving up any  
claim for costs.  
6. It appears that the  
Collector has called upon  
Kavalu Venkata Narayana-  
pahi to execute the agreement,  
but that he defers doing  
so, as he has addressed Govt.  
This address has now to  
be disposed of. In it,  
while expressing his  
willingness to abide by  
any decision of Govt.,  
he prays that both meone  
profits and costs may

be allowed to him, or that at least either a lump sum (to be determined by fort) be granted him in satisfaction of his claim on both accounts, or that the estate be demarcated and surveyed at fort expense, and the Irrigation works put in repair.

7. Naray Venkata Narayana, also, in his Petition points out that the justice or injustice of his claim turns in reality upon whether his estimate of what is now due to him, under the original mortgage, or the Bill estimate is the more correct one. The fort will remember that under the latter estimate, a sum of Rs 25,000 was due to him, and under the former Rs 4,86,000. He would be willing to determine his present claim in accordance with the real amount claimable

claimable under the mortgage, i.e. if the amount fairly claimable by him under it was not in excess of the present value of the estate plus the meane profits and costs claimed, he would forego this latter claim to such extent as would make the two amounts equal.

8. He also submits an opinion by Mr. J. D. Mayne to the effect that, though before the abandonment of their claim to the equity of redemption, the Govt. might

might have required  
him to forego his claim  
to costs and mere  
profits, they cannot  
now do so. Mr. Hayne  
considers that their  
endorsement stating  
it was the intention  
of Government to  
leave him in possession  
of the estate, is an  
absolute relinquishment  
of their equity of  
redemption, and  
that it cannot now

be revived.

9. As observed by  
Hawley Venkata Sarayana-  
paka the justice or in-  
justice of his claim, de-  
pends upon, and in  
fact the measure of  
the liberality of Govern-  
ment in leaving him  
the estate also turns upon,  
the value of his pecuniary  
claim against the estate sup-  
posing Government had  
exercised their right of  
equity of redemption, and  
it is very difficult  
therefore to arrive at  
any

any conclusion when the  
value is put by one  
party at Rs 25,000  
and by the other at  
Rs 48,000. This point  
might perhaps  
be referred to the Govern-  
ment Pleader, for  
the value must in a great  
measure depend upon whether  
he is merely entitled  
to the original amount  
of the mortgage with simple  
interest up to date, or whether  
the adjustments at the  
different dates men-  
tioned by him are to

be allowed, which involves  
compounded interest on a great  
part of the sum.

Mr If the Government are  
disposed to adopt this course,  
Kowali Venkata Narayana  
might be informed that the  
Govt concurred with him in  
considering that the principle  
on which the questions referred  
to in his petition should be  
decided is that expressed in  
para 9 of his petition, and  
that it was on this principle  
that their order dated 23<sup>rd</sup>  
September 1869 requiring him  
(under penalty of a re-considera-  
tion of the order of the 23<sup>rd</sup>  
April 1869), to forego all claim  
for mesne profits and costs,  
was passed. He might also  
be informed that the Govt  
have

have no wish to depart  
from this principle, and  
will be prepared to receive  
from him, and to give due  
consideration to, any state-  
ment calculated to show  
that the value of his claim  
under the mortgage was  
incorrectly estimated by the  
Collector and the Board  
of Revenue, but that  
before doing so, they must  
require him at once to  
execute and file the agree-  
ment of compromise,  
as an evidence of his  
expressed desire to leave  
the decision of his claims  
entirely in the hands of  
Government, and of his  
appreciation

appreciation of the  
liberal spirit in which  
his claims have been  
already considered. -

J. H.

J. H. Hall

Winnipeg  
Estate - Mrs.  
Dart

Gr

Winnipeg

No. 632  
Recd by 335 also  
in abstract Pet: by 05 of 1020 3<sup>d</sup> May 1900

Resolved that the  
Debtors be informed  
that unless he at  
once consents to sign  
the agreement referred  
to in the foregoing  
Proceedings of the Board  
of Revenue the order  
under date 23<sup>rd</sup> Apr. 1899  
will be formally can-  
celled and measures

S. D. S.

S. M. A.

taken to exercise the  
right of redemption.

2. The following endorse-  
ment will accordingly be  
passed on Pet<sup>r</sup>'s address:-

"The Pet<sup>r</sup> is informed  
"that unless he executes  
"the agreement referred  
"to in para 1 of his memorial  
"within one month from this  
"date, the order of forb under  
"date 25<sup>th</sup> Apr 1864 No 1101 will  
"be formally cancelled, and  
"measures taken to exercise

the right of redemption  
"resumed to the full in the  
"absence of the Priory Council.

"As soon as the priory  
"have been made aware  
"that Pet<sup>r</sup> has executed  
"the agreement they will  
"be prepared to receive  
"from him any further  
"representation which he  
"may be in a position to  
"make on the subject of  
"the costs of the suit he  
"he must understand  
"that until he has signed  
"all claims, as of right,  
"the manner pointed out

+ I should say for the  
+ that the <sup>time for the</sup> ~~assessments~~  
Execution of the agree-  
ment will last & be  
extended on this  
account.

PD

"above, the first must  
reserve to themselves the  
power of taking measures  
at once to redress the  
estate."

MA

111. *For the O.D. 22nd Dec. 1897*  
*The B. & W. Co. the B. & W. Co.*  
*to 22nd Dec. 1897*

*For the O.D. 22nd Dec. 1897*  
*The B. & W. Co. the B. & W. Co.*  
*to 22nd Dec. 1897*

*For the O.D. 22nd Dec. 1897*

*For the O.D. 22nd Dec. 1897*  
*to 22nd Dec. 1897*

*111. 1/8/90 1897*