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CONCESSIONS BOTH BRITISH INDIA AND INDIAN STATES.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 312 Press / Mis.

74-77

Dated 5- 3- 1874.

Not to be folded or roughly handled

Read the following papers:—

No. 74. Proceedings of the Board of Revenue, dated 11th February 1874, No. 280.

Read the following letters:—

From G. D. LEMAN, Esq., Collector of the Kistna District, to the Hon. W. HUDLESTON, Chief Secretary to Government, Revenue Department, Fort Saint George, through the Board of Revenue, Madras, dated Masulipatam, 27th December 1873, No. 1,934.

In accordance with the telegram of the Government, under date, 26th September 1873, I sent my Assistant, Mr. MacCartie, to meet Avul Taluqdar Syed Abdul Mannan, the representative of the Nizam's Government, and with him to settle the boundaries of the villages claimed as being in the jurisdiction of that Government, where there was any dispute with neighbouring villages under the jurisdiction of Her Majesty's Government.

2. The time chosen was singularly unfortunate, as the rains are the most unhealthy time of the year in that part of the district; and as a consequence, both officers were so prostrated with fever that they have been compelled to leave one boundary untouched.

3. The disputes existed between Baravancha and its surrounding villages, Ganugapad and Marepalli, and Gopavaram and Vinagudapa.

4. Of these the chief was the first. The Baravancha Inamdars, who are Mussulman Fakirs and their renters claimed in all about 7,000 acres of land, including eighteen topes and some tanks belonging to Nuzivid, the Tukulur Village tank, the Mokassa village of Ramanagudem, half Vettigudipad, its tank and tope, half Ravicherla and its tanks, and extensive jungle belonging to Yanamadala.

5. A falser claim never was made; it is plainly so by every map I have in my office; and the two arbitrators having arrived at the decision that the evidence in behalf of Baravancha was untrue, marked out the boundary of the village in accordance (except in very trifling instances, where the Baravancha ryots had had long and uninterrupted enjoyment) with the evidence, documentary and oral, of the residents of the villages in the jurisdiction of Her Majesty's Government.

6. The claim of the Fakirs to the tract of land in which the Nuzivid topes are situate was based on a document, bearing the seal and signature of the late

Nuzivid Zemindar, to the effect that he would pay them in future Rupees 1,500 instead of Rupees 1,000 for them. This, however, both officers found to be a document to which the Zemindar had never been a party. It was shown to them satisfactorily that he used to sign blank papers to be filled up by the Gumastahs who tried to raise money for him, and looking at the fact that the topes clearly never belonged to Baravancha, they decided that he would not have put his name to such an agreement. Whether it will stand in a Court of Law is a matter with which they have, as they say, no concern ; the present Zemindar refuses to pay any thing claimed to be due on it.

7. The line within which (as matters now stand) the Government of His Highness the Nizam has jurisdiction is shown in yellow and red in the Plan No. 1.

8. In the second case between Ganugapad and Marepalli, the disputed land is jungle, though apparently once partly cultivated.

9. The line was settled in accordance with the Chekunama or boundary account of the village of Marepalli, and the claim of His Highness the Nizam's villagers disallowed except in the case of a small pond, Achanna Gunta, which has been decided to belong to Ganugapad.

10. This claim was apparently based on a forgery made in the Ganugapad Chekunama. Achanna Gunta, one of their real land marks, was altered to Appanna Gunta, a pond well, outside their boundary. Plan No. 2 shews the boundary as now laid down.

11. The third boundary dispute is also a simple one ; and, if Government approve it, may be marked out in March next by the Assistant Collector and any officer of equal rank whom the Government of His Highness the Nizam may see fit to appoint.

12. There will be no fever there then ; and if the 1st March be agreed upon as the day of meeting, it can be settled in a very short time.

13. I enclose a copy of Mr. MacCartie's report on the Baravancha boundary, which has been very carefully and well drawn up by him, and copies and translations of the decisions, with Plans Nos. 1 and 2 (sent separately) explanatory of them.

ENCLOSURE No. 1.

From C. F. MACCARTIE, Esq., Assistant Collector, to G. D. LEMAN, Esq., Collector of the Kistna District, dated Masulipatam, 12th November 1873, No. 126.

I HAVE the honour to report that the Boundary dispute between Baravancha and the adjacent British villages was settled on the 22nd ultimo by His Highness the Nizam's representative and myself.

2. The extensive nature of the dispute will be seen from the annexed plans of which the outer line shews the boundary of the claim now set up by the Baravancha Jaghiredars.

3. It may be roughly described as running from a hill named Lingana Guttu, south-west of Nuzivid, where no boundary mark was shewn, to the extreme south-eastern point of the village of Nuzivid, where a small stone was pointed out which was said by the Jaghiredars to be a boundary mark, and by the Nuzivid people to be merely a Shivaite grave stone ; thence the line ran south to an unmarked point two miles down on the Perikeed road, where it turned due east, and passing the bund of the Tukulur Tank, ran right through the village of Vettigudipad, and thence south-west by a stone said by the claimants to be a tri-junction for Baravancha, Vettigudipad and Ravicherla, but which the people of the two latter villages say, concerns themselves alone. Thence the line passes through the village and tanks of Ravicherla, thence by a Mulasasanam stone on the west of the Nalla Guttu to a hill named Vemu Guttu, from which point it passes through a number of hills back to the starting point.

4. Within this line are included eighteen valuable and old topes and the tanks to the south and west of Nuzivid, now in possession of the Zemindar, together with all the Inam and Seri land in the same direction, the large tank that lies within the limits of Tukulur village, the whole of the Mokassa village of Ramanagudem, half the Vettigudipad village and tank, together with its topes, and the land lying between that village and the present Baravancha boundary, half the Zemindari village of Ravicherla together with its tanks and the land between it and Baravancha, together with a considerable tract of hill and jungle hitherto considered to belong to Yanamadala.

5. Having specified the claim set up by Baravancha, it remains to consider the oral and documentary evidence offered in support of it.

6. Taking the latter first, it will be found that the only two documents of importance on the Baravancha side and on which they mainly depend, are, No. 3, an undated Chekunama showing the boundaries of Baravancha with regard to the contiguous villages, and No. 6 which purports to be a document, dated June 2nd, 1857, executed by Sothanadri Apparao Bahadur, the late Zemindar, and bearing his seal and signature in favour of Syed Khizur Padshah Khaderi and Syed Lal Padshah Khadheri, Pirzadas, in which after reciting that he had hitherto been in the habit of paying an annual sum of Rupees 1,000 to the Jaghiredars on account of gardens in their lands and pasturage, he agrees to increase the payment to Rupees 1,500 in consideration of fresh land taken up for a new plantation. The document closes with a stipulation that the lands shall be returned to the Jaghiredars on failure to pay them the annual rent agreed upon.

7. It is on the strength of these two documents that the Jaghiredars make their present claim for the land within the boundary they pointed out, and also for Rupees 7,500 being the rental due according to document No. 6, and which the present Zemindar has failed to pay them according to its terms. The former part of the claim alone concerns us as our jurisdiction does not extend beyond the settlement of the boundary dispute.

8. In addition to the above documentary evidence, further evidence, both oral and documentary, was offered at the conclusion of the whole enquiry upon a representation by the Agent of Baravancha, that they had only just discovered it; this supplementary documentary testimony was as follows :—

1 A. Letter from Narasimha Apparao, great grand-father of present Zemindar, to Chintapatla Subbanna Garu initialed A. and dated Pushya month (no year) stating that the Katubadi sist on the disputed land between Vettigudipad and Baravancha, should be deposited with the Baravancha Pirzada, and that any Muchilkas taken from the ryots of that village should be returned.

2 A. Sanad granted by Rajah Appa Rainingar to Syed Ali Pirzada Khaderi, Jaghiredar of Baravancha, dated Kartika month, Premadicha year (corresponds to Fasli 1273-A. D. 1863) confirming the right of collecting Rupee 1 for every large village, and Annas 8 for every small village, to be expended on their charity, sealed and signed Apparao.

3 A. Six accounts for different faslies from Fasli 1220 (A. D. 1810) to Fasli 1248, showing collection of sist and cultivation in Baravancha. As these accounts do not specify what fields were cultivated by each person that paid sist, there is no opportunity of finding out if the alleged cultivation was within the limits of Baravancha or in the disputed part now claimed by the Jaghiredars.

4 A. Three agreements, dated Fasli 1280 and 1281 (A. D. 1870) executed to the Renter of Baravancha by certain Nuzivid villagers agreeing to cultivate to the north of Baravancha. The land mentioned in these papers appeared on inspection to be situated exactly on the boundary between Nuzivid and Baravancha, and the cultivation was one year under Nuzivid, and another under Baravancha.

This being all the documentary evidence produced, we next came to their oral evidence. Eleven witnesses in all were examined; eight, when the Baravancha case was originally heard, in three subsequently, as explained above; the evidence of the latter refers solely to Ramanagudem village.

9. With the exception of the seventh, a Fakir, who was not asked the question, the other witnesses described the Baravancha boundary as pointed out to us with little variation; the glibness with which they did so was remarkable; all began at the same point; and the impression left was that they had got it up for the occasion. They agreed in stating that all the land within the limits they gave, originally belonged to Baravancha, but they varied very considerably when questioned as to how long the Jaghiredar's possession of the disputed land had remained in abeyance. The first and third witnesses said that the disputed topes, and land south and west of Nuzivid were in the Zemindar's possession for the last fifty or sisty years, while the second and fourth declared that the Jaghiredars enjoyed them till three and sixteen years ago respectively. Fifth witness said the Zemindar's possession of the disputed tract dates back only two years, while the Curnam No. 7, put seventeen years as the period of the Zemindar's enjoyment. All were unanimous in saying that the proper name of Ramanagudem is Oulia Nagur, and that it was built by the Jaghiredar Oulia Khader, in partnership with the then Mokassadar of the village; but here again there are important variations. No. 1 said the Ramanagudem cultivation was under Baravancha till three years ago. No. 3 said Baravancha received the sist till last year, while No. 4 gave fifteen years ago as the period at which the Baravancha enjoyment of that village ceased. No. 7, the Curnam, confined himself to saying Ramanagudem was built only ten years ago, and that it belongs to Baravancha.

10. With respect to Vettigudipad, the witnesses claimed the hamlets, tope, and half the village and tank, for Baravancha with the cultivated land. As to the former, they allowed that the possession had been long with Vettigudipad villagers who had also cultivated the latter by force for the last three years.

11. As to Ravicherla, all allowed that Baravancha had had no possession for the last thirty years, with the exception of a belt of cultivation bordering the Kondamgunta, hamlet of Bravancha and the same may be said of Yanamadala village where Baravancha had long cultivated a slip of land between Gurrupu Guttu and Nalla Guttu. The evidence of the three supplemental witnesses, Pariahs and residents of Baravancha, concerns Ramanagudem alone, and consists merely in the statement that the village was really called Oulia Nagur, and that they cultivated there, and paid sist to the Jaghiredars till some years ago.

12. The 7th witness is a Fakir, who stated that a Tukia on the Perikeed road, a well and a bit of land were given to his great grandfather by the then Jaghiredar, and that close to where it stood (it has now disappeared) are some Mussulman graves. The Baravancha Curnam denied all knowledge of the Tukia, though it is said to have been granted by the Jaghiredars within the present Nuzivid boundary, and the Nuzivid people said it had been granted by a late Zemindar. The document 2 A. produced on Baravancha side, in which the Zemindar allows the Baravancha Fakirs the right of levying a small fee on his villages for its support, seems to favour the view that he was the original grantor.

13. With reference to the deed for Rupees 1,500, alleged to have been given to the Jaghiredars fifteen years ago by the late Zemindar, all these witnesses say they heard of its execution at the time; but No. 2, a former servant of the Jaghiredar, No. 6, the Fakir, and No. 7, the Curnam, also state they were present at its execution. No. 6 saw the Zemindar sign the document, yet all three witnesses distinctly state that the Zemindar went alone with the Jaghiredars, now dead, to receive the khut, and that the other witnesses were not there. In the face of such contradiction it is impossible to credit any of them. Witnesses Nos. 3, 4 and 5 say they happened to be within ear-shot when the deed was read out in Baravancha fifteen years ago, and No. 5 has seen the Jaghiredars returning to their village with money now and then, which is very possible, seeing that their trade is to beg round the country side. I now go on to consider the evidence, oral and

written, adduced on behalf of Nuzivid, till after which, it will be better to postpone the discussion of the Baravancha testimony.

14. *Evidence on behalf of Nuzivid.*—The following are the most important of the documentary evidence filed in addition to written answer, plan, and list of topes :—

(1). Twelve documents to prove that to such documents as the Rupees 1,500 bond, the Zemindar affixed a square seal, whereas in the present case, a round one is used.

(2). Twelve Diaries from 1842 to 1863 for examination to shew that they contain no register of the Rupees 1,500 bond, alleged to have been executed by the Zemindar.

(3), (4) and (5). Judgments of Munsifs and Appellate Courts rejecting similar documents filed in cases against the Zemindar as forgeries.

(6). Diaries to prove that the Zemindar did not return to Nuzivid from Weyur till June 3, 1857, the day after date of alleged bond.

(7). Bundle of Zemindar's Hullums, etc., to prove that throughout 1857 the Zemindar signed with blue ink.

(8) and (9). Begging arzies to the Zemindar from Jaghiredars, in none of which is the Rupees 1,500 deed mentioned. Village accounts produced by Curnams from Fasli 1240, of which eight were gone through at random, to shew that the land claimed by Baravancha out of Nuzivid has been in the Zemindar's possession for many years.

(10). Inam Statements produced before Deputy-Collector in Fasli 1269 (A. D. 1859), for Durga Malleswara Swami's temple Inam.

(11). Do. for Bondili Hemraz's personal do.

(12) and (13). Title-deeds No. 16 and No. 129 granted by Commissioner for the above Inams, both of which are within the part claimed by Baravancha.

(14). Dowle for Fasli 1240 (A. D. 1830) containing names of seven persons holding various Service Inams in the claimed part, some of whom, especially N. Govindu, are still in possession; of others, their sons.

(15). Do. for Fasli 1241 (A. D. 1831) mentioning among others the Curnam's Inams situated in the disputed part between Gurrupu Guttu and Lingana Guttu.

(16). Do. for Fasli 1245 (A. D. 1835) giving twenty-one names as cultivating in the disputed part that year.

(17). Do. for Fasli 1246 (A. D. 1836) and Fasli 1256 (A. D. 1846) from which, among many other names, it appears that No. 7 in this account Ulli Seetaramudu, aged 90, is still in possession.

(18). Do. for Fasli 1250 (A. D. 1840), Fasli 1265 (A. D. 1855), and Fasli 1276 (A. D. 1866).

From 10 to 18. All strictly refering to the laid now claimed by Baravancha.

15. Fifty-one witnesses were examined, in all of whom the Curnams and Munsif described so much of the Nuzivid boundary as is in dispute, and as previously pointed out by them to run from a large stone at the base of Lingana Guttu which is the tri-junction of Sankollu, Yanamadala, and Nuzivid, to a stone tri-junction of Nuzivid, Baravancha, and Yanamadala in a valley between Gurrupu Guttu and Yedula Bodu Guttu. Thence straight east by a line stone in the fence of Chitur Gungayya's tope to a Donga Chinta and further on to a Mulasasanam, stated to be between Baravancha, Nuzivid and Ramanagudem; the whole of the land within these marks which have all the appearance of being old, was said by them to belong to Nuzivid and to have been long in its possession, and it was to establish this that the other witnesses were called and the accounts put in. Of these witnesses from Nos. 3 to 20 with 24 and 29 (except No. 16) all were holders of Inams, granted for service by former Zemindars within the boundary shewn by Nuzivid. Some were of great age, especially Nos. 7, 12 and 13, whose possession under Nuzivid had been undisputed for fifty or sixty years. Witnesses Nos. 21, 22, 23, 24, 25, 26, 27, 28, 30 and 31 etc., to 44 were Seri-cultivators, holding puttas from Nuzivid, paying sist in most cases for many years. The last five witnesses are important, as they state they have paid sist to Nuzivid for land upon the very boundary for the last twenty years.

16. To support the fact of cultivation by these witnesses, a list of cowle and khut holders in the Zemindari in which their names were entered was put in, likewise a ledger for Fasli 1280, containing entries of payment of sist by them and an Estimation Account for Fasli 1236, A. D. 1826, when the Estate was under the Court of Wards, containing names of Inamdars and Seri-holders corresponding with those in accounts already filed.

17. Dowle for Fasli 1254 is an important one, as in that the boundaries of Nuzivid are given; on the north the Angeneyula or Hanumanthuni Gudi (temple); and on the south a line from Bussevarazu Mallayya Road near the tamarind tree to Gurrupu Guttu.

18. RAMANAGUDUM.—In this case the Jaghiredars claimed the whole village together with the topes, seri-land, and a large tank, considered till now to belong to the village of Tukulur, called Modula, or Tukulur Cheroodoo. They had no documentary evidence in support of their claim, and they contented themselves with simply asserting that Ramanagudem had never existed at all, but that twenty-five years ago, the Mokassadar in partnership with one of the Jaghiredars; built the present village in Baravancha land and called it Oulia Nagur; it is also asserted that the topes were planted by the same persons.

19. The witnesses who were examined on the Jaghiredar's behalf, mostly repeated this story; the 1st saying, that the village and topes had been in the possession of Baravancha till last year. The Curnam, No. 7, also added that the large tank abovementioned had been constructed by the joint-agency alluded to, while the last three witnesses examined on behalf of Baravancha and cultivators of that village said that they had cultivated under Baravancha many years ago within the limits of Ramanagudem.

20. To rebut this, the Mokassadar of Ramanagudem, after describing his boundary, as will be seen in the annexed plan, produced the following documentary evidence :—

(1.) A sanad, dated A. D. 1787, granted by the Nuzivid Zemindar of the day, continuing the right to the village to the Mokassadar as the original sanad had been burnt.

(2.) A copy of a Chekunama, dated the same time, giving the boundaries as detailed by him, in addition to which a mass of accounts from Fasli 1213, A. D. 1803, to Fasli 1248, A. D. 1838, consisting of Census Accounts, Cultivation Accounts, etc., was produced from the records of the Gannavaram Tahsildar for the purpose of shewing that the village had always been recognized as Ramanagudem by the British authorities and that it had long been under the enjoyment of the Mokassadar's family. Many of these accounts relate to cultivation under the two Kuntas or little tanks of Nulla Neellakunta and Tirumalayakunta, which tanks are on the Ramanagudem boundary, and the earliest of them is one dated 1803. Their authenticity is indisputable, and, as they conclusively prove that the cultivation at those points was under Ramanagudem seventy years ago, it is difficult to attach much belief to the Baravancha story.

21. The Mokassadar said he had been in possession twenty-five years and his father before him. He rebuilt the Village twenty-five years ago on his own land, and also planted the Mango tope there, but not the Palmyra trees, which are one hundred years old. He utterly denied any partnership with the Jaghiredars in Ramanagudem land, and said the present dispute with them was only six years old. Twelve other witnesses were examined in his support, of whom many swore they had cultivated under the Mokassadar for thirty or forty years, and knew no other master. One of them had Inam Service land close to the village and tank, which had been in his family possession since his grandfather's time, who got it from the then Mokassadar.

22. Eleven years ago, when a land dispute occurred between the villages of Ramanagudem and Vettigudipad, the Sub-Magistrate of Gollapally was sent up to enquire into it by the Collector. He took depositions from four persons, and these have been recorded in the present case, as three of the deponents are dead, and the fourth, who was the Village Munsif of Baravancha then, has removed to a distant place. All these persons describe the Ramanagudem boundary as now given by the Mokassadar, and I consider their evidence to be a very strong support to the Mokassadar in his present struggle with Baravancha. The statements were made as against the village of Vettigudipad and, therefore, tell with great force against Baravancha now, as they are a perfectly independent piece of evidence. Again, if the Baravancha claim were really true, why did they not come forward at that time when the Sub-Magistrate was making an enquiry into a dispute between two villages, one of which they now allege to be their exclusive property; but no explanation of this neglect has been offered, and it would be vain to allege that the Jaghiredars were not aware that any enquiry was being made when their own Munsif was a witness in the case, and such boundary disputes are generally a matter of notoriety. With regard to the large tank called Tukulur or Modula Cheroovoo which the Jaghiredars included in their claim to Ramanagudem, evidence was taken from the Curnam and Pettanadars of Tukulur, who asserted that the tank and the cultivation under it had long belonged to their village, and that the tank had been repaired and its bund rivetted with masonry by the late and the present Zemindars at great expense, as is plain from an inspection of it.

23. The village next in order is Vettigudipad, as will be seen from the plan. The Jaghiredars claimed half the village and tank, the tope and the hamlets, together with all the cultivated and cultivable land between Vettigudipad village and their own boundary. They had no documents to produce except that marked 1A., an order from present Zemindar's great grandfather undated, that the crops in the disputed portion of this village should be made over to the Jaghiredars. As this does not state what land was disputed, it must be presumed to refer to the dispute of Nulla Neelakunta, settled by the late Zemindar, and referred to lower down. They depended only on the statements of their witnesses.

24. These witnesses while alleging the right of Baravancha to the whole, admitted, without exception, that the tope, village and tank, had been in the undisputed possession of Vettigudipad for over thirty years, and that they had also cleared the jungle and cultivated the land for the last five years. On the part of Vettigudipad, eighteen accounts from Fasli 1238 (A. D. 1828) were produced, most of which were Statements of cultivation under tanks in the disputed tract, with the amount of sist paid and also the payers' names. The rest were accounts of repairs to these tanks with Census accounts and lists of Toddy-drawers, etc., which were produced for the purpose of proving that the Pariahs, etc., and other residents in the hamlet belonged to Vettigudipad and not to Baravancha. The Curnam stated that the tope was planted seventy years ago by the then Mokassadar, and that the hamlets were older than he could remember; the Baravancha claim, as it at present stands, was never made till now, but that twelve years ago the Jaghiredars laid claim to the field bordering on and west of Nulla Neelakunta. The dispute was referred to the late Zemindar of Nuzivid, and he decided that the Jaghiredars were entitled to about 70 acres in that locality. The Baravancha people never made any claim during the dispute between Ramanagudem and Vettigudipad. Four other witnesses were examined, of whom two hold ancient Service Inams, one under the village tank, and the other south of Nulla Neelakunta that were granted to their forefathers by the Vettigudipad Mokassadars. The others had cultivated in the disputed part under the Mokassadars all their lives in most cases, and their fathers before them; of these witnesses, thirteen were residents in the various hamlets of Vettigudipad, and swore that the houses had stood in their present position included in the above village since their fathers' times.

25. From Vettigudipad the Jaghiredars showed their boundary as passing through the centre of Ravicherla village and its two tanks, the Zemindar's house or Fort being situated in the part of the village claimed by them, and from that straight on to a hill called Vemu Guttu and thence to a Koodali Stone on west of Nulla Guttu. They also claimed all the cultivable land between Ravicherla and their own present boundary, but here again not one iota of evidence was produced save one Measurement Account of Fasli 1248 (A. D. 1838) showing that Ravicherla people paid rent to Baravancha for land on the boundary of Kondam Gunta or Ravicherla. The Baravancha witnesses too admitted that the land and village had been under Ravicherla for thirty or forty years without intermission. The Zemindar's Gumasta produced a Measurement Account, dated Fasli 1246, (A. D. 1836), when the village was under Government management, twenty numbers of which are within the line now claimed by Baravancha, both on the hills and close to

the village of which the site is entered in the account, as also are two tanks. The Curnam stated that the topes were planted before his time, and that the Zemindar's house was built thirty years ago. He produced ten dowles from Fasli 1212 (A. D. 1802) to Fasli 1272 (A. D. 1862) all showing that the cultivation in the part now claimed by Baravancha had always been under Ravicherla. The Account for Fasli 1212 shows that one Velli Velli cultivated under Guravanna Cheroovoo now claimed by Baravancha, and his relations gave evidence that the land is still in their possession. So also the Account for Fasli 1240 shows that Velli Velli Ramayya cultivated under Velli Vellivarus' tank (also claimed) and he was himself called to prove that he was still in possession. A list of tanks is given in dowle for Fasli 1266, of which three are claimed by Baravancha.

26. Seven other witnesses were examined. First was the Munsif, who said the present claim had never been made till now, when a representative of the Nizam's Government had come. He held an Inam with his three brothers in the part now claimed near Bodi Guttu since his ancestors' time. Second witness' name is mentioned in dowle of Fasli 1240. He produced a title-deed for the land mentioned by last witness from Inam Commissioner, dated 1866. He stated that he had cultivated for eighty years, and never had heard of the Baravancha claim till now. Of the other five witnesses, it is enough to say that they all swore they held land within the disputed part under Ravicherla, and that they never heard of the Baravancha claim before ; all agreed that the Baravancha people had encroached a slip of land along the Kondam Gunta and Ravicherla boundary, about 8 Cutties, and also that it had been under their cultivation for forty years. With regard to the village, the witnesses stated that it consists of the old part and a hamlet, the old part being one-hundred years old and the hamlet about thirty. All agreed that the Fort claimed now by Baravancha was built in the old village.

27. This is a formidable body of evidence to repel the Baravancha claim, and I do not consider that they have succeeded in establishing their right to anything further than the land they now cultivate on the boundary between their hamlet Kondam Gunta and Ravicherla ; and this I was quite willing to make over to them on the principle that long possession should always be respected.

28. Yenamadala is the last village concerned. In showing their line from Lingana Guttu to Vemu Guttu, the Jaghiredars included a considerable tract of hill and jungle belonging to this village, but as there was very little cultivation here, they gave no evidence to prove it, beyond the fact that on the present boundary line between Baravancha and this village in the open ground between Nulla Guttu and Gurrupu Guttu, a few Cutties of land have been cultivated by the Baravancha people for forty years ; this is admitted by Yanamadala people, who assert that it is an encroachment and it appears to be such.

29. Within the part claimed by Baravancha is a small tank called Re Gunta, and the Curnam produced four dowles from Fasli 1254 (A. D. 1844) giving the names of persons who had cultivated there under Yanamadala. Four other witnesses were examined, of whom three had cultivated under this tank.

30. This Curnam stated that a dispute occurred in 1856 between his village and Eedra, which was settled by the late Zemindar of Nuzivid who laid down the north-western boundary. The stones are still in existence and the paper was signed by those concerned on both sides, himself included. On behalf of Eedra, the Zemindar's decision signed and sealed by himself and also by the principal villagers of Eedra and Yanamadala was produced, showing that he fixed the boundary of these two villages to be a line between Nulla Guttu and Viramallu Guttu which is within the line now claimed by Baravancha. It is said that the question was before the late Zemindar for two or three years during which time the Jaghiredars did not once advance their claim. This strengthens the suspicion already raised by their similar conduct with regard to the dispute between Ramanagudem and Vettigudipad, and leads to the conviction that they have made their present extensive claim only because a Nizam's Officer has taken the trouble to come so far.

Proceedings of the Madras Government, Revenue Department, 5th March 1874.

I do not think that the Jaghiredars are entitled to anything more out of this village than the cultivation on the boundary which should now be confirmed to them, as it has been so long in their possession, though they may originally have got it unfairly or by violence.

31. Having thus noticed the principal features of the evidence adduced on both sides, its relative value remains to be considered, and the credibility that attaches to it, especially as regards the case between Baravancha and Nuzivid.

32. As pointed out above, the only two pieces of documentary evidence of any value on the Baravancha side are (1) the Chekunama or description of limits ; (2) the deed for Rupees 1,500. alleged to have been executed by the then Zemindar in favour of the Jaghiredars. The Chekunama purported to be ancient, though bearing no date, and the signatures to it cannot now be verified. One Naraswara who, they say, was Zemindar of that day appears never to have existed, as his name is not to be found in the genealogical tree. The boundaries given for the most part are merely indistinguishable marks, such as Masara (grey land)—" a line of bushes "—" stony ground," etc., and it is impossible by the utmost ingenuity to make it fit the line indicated by the claimants. When showing their boundary, the Jaghiredars assured us that the line they pointed out was strictly in accordance with that laid down in the Chekunama, but such was by no means the case. The line passed through a number of hills, yet none of their names were given nor was the village of Vettigudipad mentioned in it. Such being the case, I consider it to be utterly worthless as a means of establishing the case set up.

Next comes the bond for Rupees 1,500, dated 2nd June, 1857, bearing the late Zemindar's signature : the translation of which runs as follows :—

" We have already executed a document to pay you Rupees 1,000 per annum for gardens and pasturage, in the land of your Jaghire; now when we asked for more land south of that garden, you have required us to take back the former document and to pay Rupees 1,500 per annum, which we have agreed to pay."

33. While the Nuzivid party admit the authenticity of the seal and signature, they urge very strongly that the contents of the paper are fabricated, the blank form ready signed and sealed having been abstracted, and the written matter subsequently filled in. The plain sense of the deed is that both documents were made by the late Zemindar, but in evidence it was stated that the Rupees 1,000 document was executed by an ancient Zemindar in favour of the Jaghiredar's ancestors. This was evidently for the purpose of anticipating the objection that the topes about Nuzivid were planted long before the birth of the late Zemindar.

34. In support of the document, three witnesses, one of whom is the Curnam of Baravancha, asserted that they were present at its execution, but they contradicted each other so grossly, each positively asserting that himself alone was present with the Fakirs, that it was impossible to believe a word they said.

35. In disproof of the document, the Nuzivid authorities produced the Zemindar's Register or Entry book for 1857, in which letters and such bonds, etc., appear to have been correctly entered. It contains no trace of the document, nor were there marks of pages torn out or of erasure. The Rupees 1,500 document bears date, June 2nd, 1857, and, as documents are presumed to be executed on the day they bear date, we must suppose it was executed by the Zemindar that day ; but the diary of his doings shows that he did not return to Nuzivid from Weyur till June 3rd, 1857. Evidence was given that during the year 1857 the Zemindar invariably signed with blue ink, and an enormous file for that year was brought up, in which every signature throughout the year and especially June was made with blue ink. Evidence was given of the late Zemindar's careless habits, and that he used to entrust such blank forms to the Tanadars and others for the purpose of raising money from the ryots, and it was satisfactorily proved that his writers also were allowed to retain such forms in their possession. Such foolish carelessness on the part of the late Zemindar may perhaps seem too gross to be true, but there is absolutely no doubt about it, as is very plain from the Judgments in two Civil cases produced from the record of the Masulipatam Small Cause Court.

36. First of these was an Original Suit, No. 14, 1869, against the present Zemindar of Nuzivid, for the recovery of a sum of money said to be due to plaintiff on a Hami or guarantee bond, alleged to have been executed by defendant's father, the late Zemindar. The defendant alleged that the writing was fabricated on a blank Hami, ready signed and sealed precisely as is asserted now with regard to the Rupees 1,500 bond. In support of this plea, defendant produced in Court fifteen blank Hamis and five blank stamp papers ready signed and sealed, all which came from the custody of the Tanadars and other ministerial officers. To quote the Small Cause Judge's words—"It is not surprising that 1st defendant should hesitate to credit the genuineness of the Hami sued upon, as he has discovered and filed several blank Hamis and blank stamps with his father's seal and signature attached, and only wanting the obligee's name and the consideration to be entered." Then, after considering the presumption that the consideration is valid, when the seal and signature are admitted, he decides as follows :—"After a most attentive consideration, I have no doubt that the amount entered as consideration, and the names and dates were subsequent fabrications of the plaintiff with the connivance and aid of the late Zemindar's servants, who are all at variance with the present Zemindar, by means of the blank Hamis they had access to through the careless habits of their late master."

37. A considerable amount of suspicion is excited against this Rupees 1,500 bond by the decision just mentioned, but this suspicion is considerably deepened by a reference to Original Suit No. 564, 1870, District Munsif's Court, Bezwada, and to Appeal Suit No. 6, 1873, on the file of the Principal Sadr Amin. In this case the present Zemindar sought to recover 14 Cutties of land said to be wrongly in possession of defendants, who are Mokassadars of Bapalapad, and *among whom* the name of the present Curnam of Baravancha appears as 2nd defendant.

38. In their defence, defendants produced a hukum confirming them in possession of the said land under the late Zemindar's signature and seal. The genuineness of this was scouted on the same grounds as in the other case, and both the Munsif and Appellate Court agreed, without hesitation, that the seal and signature being authentic, the writing contained in it was a fabrication ; the grounds of this decision seem very clear from the record. The Appellate Court remarks—"On comparing the hukum produced by defendants with the large number of hukums signed and sealed by the late Zemindar and the Entry book, together with the internal marks of suspicion pointed out by Munsif, there appears not the smallest doubt that the document is a forgery. The paper is different from that of hukums issued before and after its date, the writing is different, and the ink of the late Zemindar's signature is also different." It should be remarked that the 2nd defendant, the Curnam, and the Hindu Renter of Baravancha, are the prime movers in the present boundary dispute, the Fakirs being mere puppets, and that therefore the Bond for Rupees 1,500 proceeds, to a certain extent, from the custody of a man against whom there is the strongest suspicion of having given utterance to a forged document under circumstances very similar to the present case, and this suspicion is much increased by the evidence of witness No. 46 for Nuzivid who stated that, after the death of his father, a writer in Zemindar's service seven years ago, he himself saw such a blank paper, signed and sealed by the Zemindar, among his father's papers ; he added that the Baravancha Curnam being a relation of his, had frequent access to his father's dufter as he administered the estate. No evidence was offered to disprove the relationship between these two, and what is more likely than that an unscrupulous person like the Curnam should carry off the paper for future use when such ample opportunities were at his disposal ! In addition to all these facts, the Rupees 1,500 document is unstamped and thus would, strictly speaking, be inadmissible. It is unattested, which is very strange. The caligraphy is very poor, whereas all the other documents produced by the Zemindar were very neatly written ; the hand-writing does not resemble that of any other paper dated 1857, or before or after it ; and lastly, the writing towards the end appears cramped, leaving the impression that it had to be got into a given space. Such of the Zemindar's writers as were in his father's service in 1857, deny that the hand-writing is that of any writer employed then. The deed does not specify for what topes Rupees 1,000 were paid or for what Rupees 1,500 were agreed to

Proceedings of the Madras Government, Revenue Department,
5th March 1874.

be given beyond the bare phrase "new tope." A list of nineteen topes, many of which were over one-hundred years' old, together with a list of ancient tanks, all within the disputed Nuzivid limits, were filed and sworn to by many old and apparently respectable persons.

39. These units of suspicion do not amount to much if taken singly, but they seem to me to form an aggregate of suspicion that completely overwhelms the Baravancha bond which, after considering every thing *pro* and *con*, I determine to reject as a forgery. The Chekunama, as before said, is utterly useless, and therefore the claimants have not a leg to stand on, their oral evidence being unsupported by any documentary evidence. The only thing in their favour are the three Kaboolyats recently given to the Renter by inhabitants of Nuzivid ; and this, as before said, only proves that the cultivation of the actual boundary line has been carried on sometimes under Nuzivid and sometimes under Baravancha, one of the fields concerned, being half in Nuzivid and half in Baravancha.

40. The Taluqdar was at first inclined to believe the Baravancha Khut, and his proposal was that, as long possession had secured the topes, Inams, and tanks to the Zemindar, they should not be interfered with, but that vacant land corresponding to the area occupied by them should be made over to the Jaghiredars elsewhere. I pointed out how very strong the suspicions against the deed were, and he ultimately concurred with me in considering it a forgery.

41. The conclusion arrived at was, that the claim to Nuzivid should be thrown out, but that as the Jaghiredars have shown a more or less disputed possession of the cultivation immediately on the Nuzivid side of the boundary, we resolved to confirm them in possession of a strip of land about 100 yards broad from Gurrupu Guttu to the Koodali between Ramanagudem, Nuzivid and Baravancha, as shown in the map herewith.

42. The evidence against Ramanagudem consisted only in the statements of the Jaghiredars that the village had been built on their land, together with the assertion of a few Pariahs, residents of Baravancha, and dependants of the Jaghiredars, that they had cultivated Ramanagudem land under Baravancha many years ago.

43. On the part of Ramanagudem, old accounts were produced showing that the village had long been in the Mokassadar's possession. There is an intelligible Chekunama, giving the boundaries, as they now stand, which is not disputed ; and lastly, there are the four Kyfeats, made eleven years ago, describing the boundaries as laid down in the Chekunama during an enquiry into the Ramanagudem and Vettigudipad dispute, at which time the Baravancha people remained perfectly silent as to their claims against both villages, though an officer deputed to inquire was on the spot. Under these circumstances, the Taluqdar agreed with me that the Ramanagudem boundary as regards Baravancha should remain as it is at present.

44. As to Vettigudipad, it was clear, from the documentary and oral evidence noticed above, as against the mere assertions of the Jaghiredars, that the village with its tank, tope, and the disputed land, had long been in the Mokassadar's possession and that, therefore, the Jaghiredars had failed to make good their claim ; but as it appears from the inquiry that it was decided by the late Zemindar of Nuzivid some twelve years ago in a land dispute between this village and Baravancha, that the Jaghiredars were entitled to what they then claimed, viz., seventy acres west of the tank called Nulla Neellakunta, it was resolved to confirm them in possession of that though the Zemindar's decision has remained in abeyance ever since. It may here be noted that in that dispute the Jaghiredars claimed only the field west of Nulla Neellakunta, and not the village and tank as now.

45. The evidence on both sides respecting the villages of Ravicherla and Yanamadala having been commented on above, it is unnecessary to say more than that the Baravancha claim to these two villages was rejected on the ground that they have shown absolutely no evidence, as compared with the strong oral and documentary evidence produced on behalf of both villages, and also taking into consideration the fact that they set up no claim to Yanamadala in 1856 when the Zemindar arbitrated between that village and Eedra. The land now cultivated by Baravancha

on the Ravicherla side of the boundary, where it marches with that of Kondamgunta, hamlet of Baravancha, has been in possession of the latter village for forty years; and accordingly the Talúqdar agreed with us in the propriety of confirming them in possession, as was also our decision with respect to a little piece of cultivation, amounting to about 10 Cutties, on the present frontier of Baravancha and Yanamadala between the Gurrupu Guttu and Nulla Guttu hills.

46. The whole land which we have thus made over to Baravancha amounts, roughly speaking, to about 400 acres.

47. To prevent further disputes, we marked out the Baravancha boundary by what may be called a ring fence of stones, and inscribed each with a sun and moon mark and the Christian year in telugu; the difference, between which, and the dotted inner line, indicates the land we have made over to Baravancha.

(True Copy.)

(Signed) G. D. LEMAN,
Collector.

ENCLOSURE No. 2.

DECISION.

WE decide that the boundary of the village of Baravancha shall be laid down as follows:—

2. From the Mulasasanam now existing between Yedula Bodu and Gurrupu Guttu, which is the tri-junction stone between the villages of Nuzivid, Yanamadala and Baravancha, east to a line stone marked with sun and moon that we place in the south fence of the Zemindar's new garden, marking the line by a stone half way between it and the Gurrupu Guttu, thence straight along the said fence to a line stone at the end of the fence, thence to a new Mulasasanam on the north-west side of Chintaswami's field, thence south-east to the old Mulasasanam, between Nuzivid, Baravancha and Ramanagudem; thence south by a line stone half way to site of the Moolasasanam pointed out as between Vettigudipad, Baravancha and Ramanagudem, where we put a line stone, thence to a new Mulasasanam south-east of the above line stone, thence south-west by a new line stone to the Mulasasanam, between Baravancha, Ravicherla, and Vettigudipad, thence south-west and then west by a line of six line stones, along Kondamgunta, hamlet of Baravancha, and including the land now cultivated by Baravancha in Ravicherla up to the Mulasasanam on west of Nulla Guttu. From this Mulasasanam the Baravancha boundary shall run along the top of the Nulla Guttu to Yedula Bodu and thence to the abovementioned Mulasasanam between Yedula Bodu and Gurrupu Guttu. This line is to include the present Baravancha cultivation in the plain between Gurugumalli Tippa and Yedula Bodu within the Yanamadala boundary as indicated by the line which is marked by two line stones.

CAMP NUZIVID,
22nd October 1873.

(Signed) C. F. MACCARTIE,
Assistant Collector.

Signed in Persian,
SYED ABDUL MANNAN,
Taluqdar Aval, Zille Veligandal Simpt Shumali.

(True Copy.)

(Signed) C. F. MACCARTIE,
Assistant Collector.

(True Copy.)

(Signed) G. D. LEMAN,
Collector.

ENCLOSURE No. 3.

DECISION.

THE land in dispute between Marepalli and Ganugapad consists merely in a tract of Jungle where there is no cultivation. It contains two tanks, named Appanna Gunta to the north and Achanna Gunta which forms its southern boundary.

2. On the Ganugapad side, a Chekunama about 120 years old was produced, in which Appanna Gunta is mentioned as their eastern boundary. This was the only distinguishing mark all the others being trees and ant-hills that have now disappeared. A good deal of doubt attaches to the spelling of Appanna. It appears to have originally been Achanna Gunta, and to have been altered to Appanna by the addition of an up stroke in different ink. A plan was also produced, signed by Captain Gresley, and dated 18th February 1841, in which the frontier of Ganugapad is shewn to extend for yards 1,320 only from a certain Sungum or junction in the direction of this disputed tract; but on measuring the stream we found that the disputed tract was a good two miles from the junction of the two streams, and therefore it seemed to be beyond the proper limit of Ganugapad. The last paper shewn us was a Kyfeat dated 1856, written by the Curnam's father, describing the cultivable land, streams, and tanks of the village. Achanna Gunta appears among them but not Appanna Gunta. The omission is remarkable, and confirms the suspicion that the change alluded to above must have been made. Two witnesses were examined, who stated that they heard from the Curnam's father that Appanna Gunta and Achanna Gunta both belonged to Ganugapad. The Marepalli Curnam produced a Chekunama, dated A. D. 1735, describing their boundary as running from a tank east of Marepalli by two stones to Achanna Gunta and thence straight north to the river, following a line which they say was cleared thirty years ago by Captain Gresley's order. This line of course includes Appanna Gunta. Three other old witnesses were examined who confirmed this boundary and stated that Appanna Gunta was dug by a Marepalli Golla thirty years ago. No. 3, also aged 80, said that he with several others cultivated wet land under Marepalli close to Achanna Gunta before the Nandana famine, forty years ago, since which it has been jungle. The only evidence on the part of Ganugapad is the Chekunama, and the important word in that, Appanna, appears to be a subsequent alteration. If the tank really belonged to them, why was it not entered along with the other four tanks of the village in 1856? The Marepalli Chekunama is far cleared, and part of the line is still marked by stones, and the rest from Achanna Gunta to the river by a cleared belt said to have been made thirty years ago by order of Captain Gresley. We do not consider that the Ganugapad people have made out their claim, and decide that the land shall remain with Marepalli, except Achanna Gunta which appears in the Ganugapad account and which we make over to them as shown in the plan.

CAMP INAGADAPA,
4th November 1873.

(Signed) C. F. MACCARTIE,
Assistant Collector.

Signed in Persian,
SYED ABDUL MANNAN,
Taluqdar, Aval, Zille Veligandal Simpt Shumali.

(True Copy.)

(Signed) C. F. MACCARTIE,
Assistant Collector.

(True Copy.)

(Signed) G. D. LEMAN,
Collector.

From G. D. LEMAN, Esq., Collector of the Kistna District, to J. GROSE, Esq., Secretary to the Board of Revenue, dated Masulipatam, 20th January 1874, No. 79.

ADVERTING to paragraph 2 of G. O., No. 1,376, dated 8th December 1873, Revenue Department, I have the honour to reply that should the Government be pleased to adopt my proposal in paragraph 11 of my letter* to Government,

* No. 1,934 of 27th December 1873.

Mr. MacCartie will again proceed to Baravancha in March next for the purpose of settling the remaining boundary dispute. He can also be instructed on that

occasion to investigate the State-rights over the village. In the meantime, I shall take steps to get together what papers and evidence are available that will throw light on the question.

ENCLOSURE No. 4.—Decision in Telugu.

ENCLOSURES Nos. 5 and 6.—Plans.

SUBMITTED for the orders of Government.

2. Mr. MacCartie on behalf of the British Government and Syed Abdul Mannan on behalf of the Nizam's Government met in October at Baravancha and settled two boundary disputes between Baravancha and Ganugapad, villages claimed by the Nizam, and British villages.

3. The first dispute was a complicated one. The Jaghiredars of Baravancha claimed a right to extend their boundary all round, and to take 7,000 acres, including some valuable topes and tanks and even village sites from the neighbouring villages. The dispute is clearly described and the evidence fully set forth in a most satisfactory report by Mr. MacCartie. In the end the dispute was decided against Baravancha but it was allowed to retain strips of land outside the real boundary, including altogether about 400 acres, on the ground of long continued possession. The boundary thus decided was marked out by what may be called "a ring fence of stones" "each inscribed with a sun and moon and the Christian year in telugu."

4. The second dispute was between Ganugapadi (Nizam) and Marepalli (British). It was settled with reference to the boundary account of Marepalli, but a pond within the limits thus fixed was assigned to Ganugapadi. The evidence is described in the decision which was signed by both the officers engaged in the settlement.

5. There can be no doubt but what these decisions should be accepted. The limits described in them should be marked out more permanently than seems to have been done. The stones should be not less than three feet long and nine inches square and embedded two-thirds in the ground.

6. There was a third dispute to settle, between Gopavaram and Venagudapa (neither of these names have appeared in the lists of villages claimed by the Nizam hitherto submitted nor can the Board find them in the map, and the Collector will be good enough to explain this). The officers were unable to investigate it because the time at which they had been ordered to meet is unfortunately the time at which fever is most prevalent in that part of the country, and they were both prostrated by it.

7. The Collector says this third dispute is a simple one, and recommends that Mr. MacCartie should be deputed again to meet a Nizam's officer in March when the dispute can be settled, the boundaries marked out as described above and the report which Government have called for "as to the State-rights over the village of Baravancha" prepared. If Government consent to this the Nizam's Government should be requested to depute an officer of equal rank to Mr. MacCartie's to meet him at Baravancha in March.

No. 75. Proceedings of the Board of Revenue, dated 11th February 1874, No. 281.

Read the following letter from G. D. LEMAN, Esq., Collector of the Kistna District, to J. GROSE, Esq., Secretary to the Board of Revenue, dated Masulipatam, 18th December 1873, No. 1,921:—

WITH reference to the Board's Proceedings, dated 9th October 1873, No. 2,062, and to the Sub-Secretary's endorsement on Petition No. 2,574 of 1873 I have the honour to report that the Nuzivid Zemindar cannot at this time put forward any claim to the village of Baravancha.

2. It is undoubtedly a Surva Mokassa one, and, whether granted in the first instance by a former Nizam or by the Zemindar's ancestors, as there is no lapse now he has no reason to put forward his claim.

3. His right, if he has any, is only to the reversion of the village on the lapse of heirs to the Mokassadars.

4. In their Order, No. 1,059, dated 2nd October 1873, the Government have decided not to advance a claim to this among the other villages, but to suggest an arrangement.

5. I presume it is not intended that I should move further in the matter until the result of this suggestion is known.

ENCLOSURE No. 1.—Petition.

IN separate Proceedings the Board have recommended Government to get the Nizam's officer to meet Mr. McCartie at Baravancha in March. One of the subjects of inquiry will be State-rights in Baravancha, and the claim of the Nuzivid Zemindar should be fully investigated.

No. 76. Proceedings of the Board of Revenue, dated 16th February 1874, No. 341.

Read the following letter from G. D. LEMAN, Esq., Collector of the Kistna District, to J. GROSE, Esq., Secretary to the Board of Revenue, dated Narsarowpett, 5th February 1874, Extra No. 6:—

WITH reference to my letter about the settlement of boundary disputes between the British and His Highness the Nizam's Governments I have the honour to request, if it be not now too late, that the date proposed for the meeting of the officers of the two Governments be postponed till 1st April as I can only with much difficulty spare Mr. MacCartie before that date in consequence of the extra work of the jummabundy from the introduction of the new settlement.

SUBMITTED to Government in continuation of Board's Proceedings, dated 11th February 1874, No. 280.

Proceedings of the Madras Government, Revenue Department, 5th March 1874.

No. 77. ORDER THEREON, 5th March 1874, No. 312.

Miscellaneous.

His Excellency the Governor in Council is glad to learn that the officers deputed to investigate these boundary-disputes have been able to come to a unanimous decision in two cases. He considers their settlement of both cases perfectly satisfactory, and resolves to address the Resident at Hyderabad on the subject, and to request that he may be informed whether His Highness' Government are prepared to accept the decisions of the arbitrators.

2. One boundary-dispute and the question of State right in Baravancha still remain to be settled, and His Excellency in Council will suggest to the Resident that the Aval Taluqdar, Syed Abdul Mannen, should be again deputed to meet Mr. MacCartie, on or about the 1st of April, at such time and place as they may mutually determine upon, with a view to their completing the work which they have so successfully conducted, and which, he regrets to hear, was interrupted by their severe illness.

3. The Collector's letter of the 18th December 1873, seems to have been written before the receipt of the G. O.,* of the 8th of the same month, which disposed of the matters he refers to.

* G. O., 8th December 1873, No. 1,376.

(True Extract.)

Acting Secretary to Government.

To the Board of Revenue.

Exd. F. R. Bantleman.

No. 280.

Proceedings of the Board of Revenue, dated 11th February 1874.

Read the following letters :—

From G. D. LEMAN, Esq., Collector of the Kistna District, to the Hon. W. HUBLESTON, Chief Secretary to Government, Revenue Department, Fort Saint George, through the Board of Revenue, Madras, dated Masulipatam, 27th December 1873, No. 1,934.

In accordance with the telegram of the Government, under date, 26th September 1873, I sent my Assistant, Mr. MacCartie, to meet Avul Taluqdar Syed Abdul Mannan, the representative of the Nizam's Government, and with him to settle the boundaries of the villages claimed as being in the jurisdiction of that Government, where there was any dispute with neighbouring villages under the jurisdiction of Her Majesty's Government.

2. The time chosen was singularly unfortunate, as the rains are the most unhealthy time of the year in that part of the district; and as a consequence, both officers were so prostrated with fever that they have been compelled to leave one boundary untouched.

3. The disputes existed between Baravancha and its surrounding villages, Ganugapad and Marepalli, and Gopavaram and Vinagudapa.

4. Of these the chief was the first. The Baravancha Inamdars, who are Mussulman Fakirs and their renters claimed in all about 7,000 acres of land, including eighteen topes and some tanks belonging to Nuzivid, the Tukulur Village tank, the Mokasa village of Ramanagudem, half Vettigudipad, its tank and tope, half Ravicherla and its tanks, and extensive jungle belonging to Yanamadala.

5. A falser claim never was made; it is plainly so by every map I have in my office; and the two arbitrators having arrived at the decision that the evidence in behalf of Baravancha was untrue, marked out the boundary of the village in accordance (except in very trifling instances, where the Baravancha ryots had had long and uninterrupted enjoyment) with the evidence, documentary and oral, of the residents of the villages in the jurisdiction of Her Majesty's Government.

6. The claim of the Fakirs to the tract of land in which the Nuzivid topes are situate was based on a document, bearing the seal and signature of the late Nuzivid Zemindar, to the effect that he would pay them in future Rupees 1,500 instead of Rupees 1,000 for them. This, however, both officers found to be a document to which the Zemindar had never been a party. It was shown to them satisfactorily that he used to sign blank papers to be filled up by the Gumastas who tried to raise money for him, and looking at the fact that the topes clearly never belonged to Baravancha, they decided that he would not have put his name to such an agreement. Whether it will stand in a Court of Law is a matter with which they have, as they say, no concern; the present Zemindar refuses to pay any thing claimed to be due on it.

7. The line within which (as matters now stand) the Government of His Highness the Nizam has jurisdiction is shown in yellow and red in the Plan No. 1.

8. In the second case between Ganugapad and Marepalli, the disputed land is jungle, though apparently once partly cultivated.

9. The line was settled in accordance with the Chekunama or boundary account of the village of Marepalli, and the claim of His Highness the Nizam's villagers disallowed except in the case of a small pond, Achanna Gunta, which has been decided to belong to Ganugapad.

10. This claim was apparently based on a forgery made in the Ganugapad Chekunama. Achanna Gunta, one of their real land marks, was altered to Appanna Gunta, a pond well, outside their boundary. Plan No. 2 shows the boundary as now laid down.

11. The third boundary dispute is also a simple one; and, if Government approve it, may be marked out in March next by the Assistant Collector and any officer of equal rank whom the Government of His Highness the Nizam may see fit to appoint.

12. There will be no fever there then; and if the 1st March be agreed upon as the day of meeting, it can be settled in a very short time.

13. I enclose a copy of Mr. MacCartie's report on the Baravancha boundary, which has been very carefully and well drawn up by him, and copies and translations of the decisions, with Plans Nos. 1 and 2 (sent separately) explanatory of them.

ENCLOSURE No. 1.

From C. F. MACCARTIE, Esq., Assistant Collector, to G. D. LEMAN, Esq., Collector of the Kistna District, dated Masulipatam, 12th November 1873, No. 126.

I HAVE the honour to report that the Boundary dispute between Baravancha and the adjacent British villages was settled on the 22nd ultimo by His Highness the Nizam's representative and myself.

2. The extensive nature of the dispute will be seen from the annexed plan, of which the outer line shews the boundary of the claim now set up by the Baravancha Jaghiredars.

3. It may be roughly described as running from a hill named Lingana Guttu, south-west of Nuzivid, where no boundary mark was shewn, to the extreme south-eastern point of the village of Nuzivid, where a small stone was pointed out which was said by the Jaghiredars to be a boundary mark, and by the Nuzivid people to be merely a Shivaite grave stone; thence the line ran south to an unmarked point two miles down on the Perikeed road, where it turned due east, and passing the bund of the Tukulur Tank, ran right through the village of Vettigudipad, and thence south-west by a stone said by the claimants to be a tri-junction for Baravancha, Vettigudipad and Ravicherla, but which the people of the two latter villages say, concerns themselves alone. Thence the line passes through the village and tanks of Ravicherla, thence by a Mulasasanam stone on the west of the Nalla Guttu to a hill named Vemu Guttu, from which point it passes through a number of hills back to the starting point.

4. Within this line are included eighteen valuable and old topes and the tanks to the south and west of Nuzivid, now in possession of the Zemindar, together with all the Inam and Seri land in the same direction, the large tank that lies within the limits of Tukulur village, the whole of the Mokassa village of Ramanagudem, half the Vettigudipad village and tank, together with its tope, and the land lying between that village and the present Baravancha boundary, half the Zemindari village of Ravicherla together with its tanks and the land between it and Baravancha, together with a considerable tract of hill and jungle hitherto considered to belong to Yanamadala.

5. Having specified the claim set up by Baravancha, it remains to consider the oral and documentary evidence offered in support of it.

6. Taking the latter first, it will be found that the only two documents of importance on the Baravancha side and on which they mainly depend, are, No. 3, an undated Chekunama showing the boundaries of Baravancha with regard to the contiguous villages, and No. 6 which purports to be a document, dated June 2nd, 1857, executed by Sothanadri Apparao Bahadur, the late Zemindar, and bearing his seal and signature in favour of Syed Khizur Padshah Khaderi and Syed Lal Padshah Khadheri, Pirzadas, in which after reciting that he had hitherto been in the habit of paying an annual sum of Rupees 1,000 to the Jaghiredars on account of gardens in their land and pasturage, he agrees to increase the payment to Rupees 1,500 in consideration of fresh land taken up for a new plantation. The document closes with a stipulation that the lands shall be returned to the Jaghiredars on failure to pay them the annual rent agreed upon.

7. It is on the strength of these two documents that the Jaghiredars make their present claim for the land within the boundary they pointed out, and also for Rupees 7,500 being the rental due according to document No. 6, and which the present Zemindar has failed to pay them according to its terms. The former part of the claim alone concerns us as our jurisdiction does not extend beyond the settlement of the boundary dispute.

8. In addition to the above documentary evidence, further evidence, both oral and documentary, was offered at the conclusion of the whole enquiry upon a representation by the Agent of Baravancha, that they had only just discovered it; this supplementary documentary testimony was as follows:—

1 A. Letter from Narasimha Apparao, great grand-father of present Zemindar, to Chintapatla Subbanna Garu initialed A. and dated Pushya month (no year) stating that the Katubadi sist on the disputed land between Vettigudipad and Baravancha, should be deposited with the Baravancha Pirzada, and that any Muchilkas taken from the ryots of that village should be returned.

2 A. Sanad granted by Rajah Appa Rainingar to Syed Ali Pirzada Khaderi, Jaghiredar of Baravancha, dated Kartika month, Premadicha year (corresponds to Fasli 1273-A. D. 1863) confirming the right of collecting Rupee 1 for every large village, and Annas 8 for every small village, to be expended on their charity, sealed and signed Apparao.

3 A. Six accounts for different faslies from Fasli 1220 (A. D. 1810) to Fasli 1248, showing collection of sist and cultivation in Baravancha. As these accounts do not specify what fields were cultivated by each person that paid sist, there is no opportunity of finding out if the alleged cultivation was within the limits of Baravancha or in the disputed part now claimed by the Jaghiredars.

4 A. Three agreements, dated Fasli 1280 and 1281 (A. D. 1870) executed to the Renter of Baravancha by certain Nuzivid villagers agreeing to cultivate to the north of Baravancha. The land mentioned in these papers appeared on inspection to be situated exactly on the boundary between Nuzivid and Baravancha, and the cultivation was one year under Nuzivid, and another under Baravancha.

This being all the documentary evidence produced, we next came to their oral evidence. Eleven witnesses in all were examined; eight, when the Baravancha case was originally heard, and three subsequently, as explained above; the evidence of the latter refers solely to Ramanagudem village.

9. With the exception of the seventh, a Fakir, who was not asked the question, the other witnesses described the Baravancha boundary as pointed out to us with little variation; the glibness with which they did so was remarkable; all began at the same point; and the impression left was that they had got it up for the occasion. They agreed in stating that all the land within the limits they gave, originally belonged to Baravancha, but they varied very considerably when questioned as to how long the Jaghiredar's possession of the disputed land had remained in abeyance. The first and third witnesses said that the disputed topes, and land south and west of Nuzivid were in the Zemindar's possession for the last fifty or sisty years, while the second and fourth declared that the Jaghiredars enjoyed them till three and sixteen years ago respectively. Fifth witness said the Zemindar's possession of the disputed tract dated back only two years, while the Curnam No. 7, put seventeen years as the period of the Zemindar's enjoyment. All were unanimous in saying that the proper name of Ramanagudem is Oulia Nagey, and that it was built

by the Jaghiredar Oulia Khader, in partnership with the then Mokassadar of the village; but here again there are important variations. No. 1 said the Ramanagudem cultivation was under Baravancha till three years ago. No. 3 said Baravancha received the sist till last year, while No. 4 gave fifteen years ago as the period at which the Baravancha enjoyment of that village ceased. No. 7, the Curnam, confined himself to saying Ramanagudem was built only ten years ago, and that it belongs to Baravancha.

10. With respect to Vettigudipad, the witnesses claimed the hamlets, tope, and half the village and tank, for Baravancha with the cultivated land. As to the former, they allowed that the possession had been long with Vettigudipad villagers who had also cultivated the latter by force for the last three years.

11. As to Ravicherla, all allowed that Baravancha had had no possession for the last thirty years, with the exception of a belt of cultivation bordering the Kondamgunta, hamlet of Bravancha and the same may be said of Yanamadala village where Baravancha had long cultivated a slip of land between Gurrupu Guttu and Nalla Guttu. The evidence of the three supplemental witnesses, Pariahs and residents of Baravancha, concerns Ramanagudem alone, and consists merely in the statement that the village was really called Oulia Nagur, and that they cultivated there, and paid sist to the Jaghiredars till some years ago.

12. The 7th witness is a Fakir, who stated that a Tukia on the Perikeed road, a well and a bit of land were given to his great grandfather by the then Jaghiredar, and that close to where it stood (it has now disappeared) are some Mussulman graves. The Baravancha Curnam denied all knowledge of the Tukia, though it is said to have been granted by the Jaghiredars within the present Nuzivid boundary, and the Nuzivid people said it had been granted by a late Zemindar. The document 2 A. produced on Baravancha side, in which the Zemindar allows the Baravancha Fakirs the right of levying a small fee on his villages for its support, seems to favour the view that he was the original grantor.

13. With reference to the deed for Rupees 1,500, alleged to have been given to the Jaghiredars fifteen years ago by the late Zemindar, all these witnesses, save the former servant of the Jaghiredar, No. 6, the Fakir, and No. 7, the Curnam, also say they heard of its execution at the time, but No. 2, a former servant of the Jaghiredar, No. 6, the Fakir, and No. 7, the Curnam, also state they were present at its execution. No. 6 saw the Zemindar sign the document, yet all three witnesses distinctly state that they each went alone with the Jaghiredars, now dead, to receive the khut, and that the other witnesses were not there. In the face of such contradiction it is impossible to credit any of them. Witnesses Nos. 3, 4 and 5 say they happened to be within ear-shot when the deed was read out in Baravancha fifteen years ago, and No. 5 has seen the Jaghiredars returning to their village with money now and then, which is very possible, seeing that their trade is to beg round the country side. I now go on to consider the evidence, oral and written, adduced on behalf of Nuzivid, till after which, it will be better to postpone the discussion of the Baravancha testimony.

14. *Evidence on behalf of Nuzivid.*—The following are the most important of the documentary evidence filed in addition to written answer, plan, and list of topes :—

(1). Twelve documents to prove that to such documents as the Rupees 1,500 bond, the Zemindar affixed a square seal, whereas in the present case, a round one is used.

(2). Twelve Diaries from 1842 to 1863 for examination to shew that they contain no register of the Rupees 1,500 bond, alleged to have been executed by the Zemindar.

(3), (4) and (5). Judgments of Munsifs and Appellate Courts rejecting similar documents filed in cases against the Zemindar as forgeries.

(6). Diaries to prove that the Zemindar did not return to Nuzivid from Weyur till June 3, 1857, the day after date of alleged bond.

(7). Bundle of Zemindar's Hullums, etc., to prove that throughout 1857 the Zemindar signed with blue ink.

(8) and (9). Begging arzies to the Zemindar from Jaghiredars, in none of which is the Rupees 1,500 deed mentioned. Village accounts produced by Curnams from Fasli 1240, of which eight were gone through at random, to shew that the land claimed by Baravancha out of Nuzivid has been in the Zemindar's possession for many years.

(10). Inam Statements produced before Deputy-Collector in Fasli 1269 (A. D. 1859), for Durga Malleswara Swami's temple Inam.

(11). Do. for Bondili Hemraz's personal do.

(12) and (13). Title-deeds No. 16 and No. 129 granted by Commissioner for the above Inams, both of which are within the part claimed by Baravancha.

(14). Dowle for Fasli 1240 (A. D. 1830) containing names of seven persons holding various Service Inams in the claimed part, some of whom, especially N. Govindu, are still in possession ; of others, their sons.

(15). Do. for Fasli 1241 (A. D. 1831) mentioning among others the Curnam's Inams situated in the disputed part between Gurrupu Guttu and Lingana Guttu.

(16). Do. for Fasli 1245 (A. D. 1835) giving twenty-one names as cultivating in the disputed part that year.

(17). Do. for Fasli 1246 (A. D. 1836) and Fasli 1256 (A. D. 1846) from which, among many other names, it appears that No. 7 in this account Ulli Seetaramudu, aged 90, is still in possession.

(18). Do. for Fasli 1250 (A. D. 1840), Fasli 1265 (A. D. 1855), and Fasli 1276 (A. D. 1866).

From 10 to 18. All strictly referring to the land now claimed by Baravancha.

15. Fifty-one witnesses were examined, in all of whom the Curnams and Munsif described so much of the Nuzivid boundary as is in dispute, and as previously pointed out by them to run from a large stone at the base of Lingana Guttu which is the tri-junction of Sankollu, Yanamadala, and Nuzivid, to a stone tri-junction of Nuzivid, Baravancha, and Yanamadala in a valley between Gurrupu Guttu and Yedula Bodu Guttu. Thence straight east by a line stone in the fence of Chitur Gungayya's tope to a Donga Chinta and further on to a Mulasasanam, stated to be between Baravancha, Nuzivid and Ramanagudem ; the whole of the land within these marks which have all the appearance of being old, was said by them to belong to Nuzivid and to have been long in its possession, and it was to establish this that the other witnesses were called and the accounts put in. Of these witnesses from Nos. 3 to 20 with 24 and 29 (except No. 16) all were holders of Inams, granted for service by former Zemindars within the boundary shown by Nuzivid. Some were of great age, especially Nos. 7, 12 and 13, whose possession under Nuzivid had been undisputed for fifty or sixty years. Witnesses Nos. 21, 22, 23, 24, 25, 26, 27, 28, 30 and 31 etc., to 44 were Seri-cultivators, holding puttas from Nuzivid, paying sist in most cases for many years. The last five witnesses are important, as they state they have paid sist to Nuzivid for land upon the very boundary for the last twenty years.

16. To support the fact of cultivation by these witnesses, a list of cowle and khut holders in the Zemindari in which their names were entered was put in, likewise a ledger for Fasli 1280, containing entries of payment of sist by them and an Estimation Account for Fasli 1236, A. D. 1826, when the Estate was under the Court of Wards, containing names of Inamdars and Seri-holders corresponding with those in accounts already filed.

17. Dowle for Fasli 1254 is an important one, as in that the boundaries of Nuzivid are given ; on the north the Angeneyula or Hanumanthuni Gudi (temple) ; and on the south a line from Bussevarazu Mallayya Road near the tamarind tree to Gurrupu Guttu.

18. RAMANAGUDUM.—In this case the Jaghiredars claimed the whole village together with the topes, seri-land, and a large tank, considered till now to belong to the village of Tukulur, called Modula, or Tukulur Cheroodoo. They had no documentary evidence in support of their claim, and they contented themselves with simply asserting that Ramanagudem had never existed at all, but that twenty-five years ago, the Mokassadar in partnership with one of the Jaghiredars built the present village in Baravancha land and called it Oulia Nagur ; it is also asserted that the topes were planted by the same persons.

19. The witnesses who were examined on the Jaghiredar's behalf, mostly repeated this story; the 1st saying, that the village and topes had been in the possession of Baravancha till last year. The Curnam, No. 7, also added that the large tank abovementioned had been constructed by the joint agency alluded to, while the last three witnesses examined on behalf of Baravancha and cultivators of that village said that they had cultivated under Baravancha many years ago within the limits of Ramanagudem.

20. To rebut this, the Mokassadar of Ramanagudem, after describing his boundary, as will be seen in the annexed plan, produced the following documentary evidence :—

(1.) A sanad, dated A. D. 1787, granted by the Nuzivid Zemindar of the day, continuing the right to the village to the Mokassadar as the original sanad had been burnt.

(2.) A copy of a Chekunama, dated the same time, giving the boundaries as detailed by him, in addition to which a mass of accounts from Fasli 1213, A. D. 1803, to Fasli 1248, A. D. 1838, consisting of Census Accounts, Cultivation Accounts, etc., was produced from the records of the Gannavaram Tahsildar for the purpose of shewing that the village had always been recognized as Ramanagudem by the British authorities and that it had long been under the enjoyment of the Mokassadar's family. Many of these accounts relate to cultivation under the two Kuntas or little tanks of Nulla Neellakunta and Tirumalayakunta, which tanks are on the Ramanagudem boundary, and the earliest of them is one dated 1803. Their authenticity is indisputable, and, as they conclusively prove that the cultivation at those points was under Ramanagudem seventy years ago, it is difficult to attach much belief to the Baravancha story.

21. The Mokassadar said he had been in possession twenty-five years and his father before him. He rebuilt the Village twenty-five years ago on his own land, and also planted the Mango tope there, but not the Palmyra trees, which are one hundred years old. He utterly denied any partnership with the Jaghiredars in Ramanagudem land, and said the present dispute with them was only six years old. Twelve other witnesses were examined in his support, of whom many swore they had cultivated under the Mokassadar for thirty or forty years, and knew no other master. One of them had Inam Service land close to the village and tank, which had been in his family possession since his grandfather's time, who got it from the then Mokassadar.

22. Eleven years ago, when a land dispute occurred between the villages of Ramanagudem and Vettigudipad, the Sub-Magistrate of Gollapally was sent up to enquire into it by the Collector. He took depositions from four persons, and these have been recorded in the present case, as three of the deponents are dead, and the fourth, who was the Village Munsif of Baravancha then, has removed to a distant place. All these persons describe the Ramanagudem boundary as now given by the Mokassadar, and I consider their evidence to be a very strong support to the Mokassadar in his present struggle with Baravancha. The statements were made as against the village of Vettigudipad and, therefore, tell with great force against Baravancha now, as they are a perfectly independent piece of evidence. Again, if the Baravancha claim were really true, why did they not come forward at that time when the Sub-Magistrate was making an enquiry into a dispute between two villages, one of which they now allege to be their exclusive property; but no explanation of this neglect has been offered, and it would be vain to allege that the Jaghiredars were not aware that an enquiry was being made when their own Munsif was a witness in the case, and such boundary disputes are generally a matter of notoriety. With regard to the large tank called Tukulur or Modula Cheroovoo which the Jaghiredars included in their claim to Ramanagudem, evidence was taken from the Curnam and Pettanadars of Tukulur, who asserted that the tank and the cultivation under it had long belonged to their village, and that the tank had been repaired and its bund rivetted with masonry by the late and the present Zemindars at great expense, as is plain from an inspection of it.

23. The village next in dispute is Vettigudipad, as will be seen from the plan. The Jaghiredars claimed half the village and tank, the tope and the hamlets, together with all the cultivated and cultivable land between Vettigudipad village and their own boundary. They had no documents to produce except that marked 1A., an order from present Zemindar's great grandfather undated, that the crops in the disputed portion of this village should be made over to the Jaghiredars. As this does not state what land was disputed, it must be presumed to refer to the dispute of Nulla Neelakunta, settled by the late Zemindar, and referred to lower down. They depended only on the statements of their witnesses.

24. These witnesses while alleging the right of Baravancha to the whole, admitted, without exception, that the tope, village and tank, had been in the undisputed possession of Vettigudipad for over thirty years, and that they had also cleared the jungle and cultivated the land for the last five years. On the part of Vettigudipad, eighteen accounts from Fasli 1238 (A. D. 1828) were produced, most of which were Statements of cultivation under tanks in the disputed tract, with the amount of sist paid and also the payers' names. The rest were accounts of repairs to these tanks with Census accounts and lists of Toddy-drawers, etc., which were produced for the purpose of proving that the Pariahs, etc., and other residents in the hamlet belonged to Vettigudipad and not to Baravancha. The Curnam stated that the tope was planted seventy years ago by the then Mokassadar, and that the hamlets were older than he could remember; the Baravancha claim, as it at present stands, was never made till now, but that twelve years ago the Jaghiredars laid claim to the field bordering on and west of Nulla Neelakunta. The dispute was referred to the late Zemindar of Nuzivid, and he decided that the Jaghiredars were entitled to about 70 acres in that locality. The Baravancha people never made any claim during the dispute between Ramanagudem and Vettigudipad. Four other witnesses were examined, of whom two hold ancient Service Inams, one under the village tank, and the other south of Nulla Neelakunta that were granted to their forefathers by the Vettigudipad Mokassadars. The others had cultivated in the disputed part under the Mokassadars all their lives in most cases, and their fathers before them; of these witnesses, thirteen were residents in the various hamlets of Vettigudipad, and swore that the houses had stood in their present position included in the above village since their fathers' times.

25. From Vettigudipad the Jaghiredars showed their boundary as passing through the centre of Ravicherla village and its two tanks, the Zemindar's house or Fort being situated in the part of the village claimed by them, and from that straight on to a hill called Vemu Guttu and thence to a Koodali stone on west of Nulla Guttu. They also claimed all the cultivable land between Ravicherla and their own present boundary, but here again not one iota of evidence was produced save one Measurement Account of Fasli 1248 (A. D. 1838) showing that Ravicherla people paid rent to Baravancha for land on the boundary of Kondam Gunta or Ravicherla. The Baravancha witnesses too admitted that the land and village had been under Ravicherla for thirty or forty years without intermission. The Zemindar's Gumasta produced a Measurement Account, dated Fasli 1246, (A. D. 1836), when the village was under Government management, twenty numbers of which are within the line now claimed by Baravancha, both on the hills and close to the village of which the site is entered in the account, as also are two tanks. The Curnam stated that the topes were planted before his time, and that the Zemindar's house was built thirty years ago. He produced ten dowles from Fasli 1212 (A. D. 1802) to Fasli 1272 (A. D. 1862) all showing that the cultivation in the part now claimed by Baravancha had always been under Ravicherla. The Account for Fasli 1212 shows that one Velli Velli cultivated under Guravanna Cheroovoo now claimed by Baravancha, and his relations gave evidence that the land is still in their possession. So also the Account for Fasli 1240 shows that Velli Velli, Ramayya cultivated under Velli Vellivarus' tank (also claimed) and he was himself called to prove that he was still in possession. A list of tanks is given in dowle for Fasli 1266, of which three are claimed by Baravancha.

26. Seven other witnesses were examined. First was the Munsif, who said the present claim had never been made till now, when a representative of the Nizam's Government had come. He held an Inam with his three brothers in the part now claimed near Bodi Guttu since his ancestors' time. Second witness' name is mentioned in dowle of Fasli 1240. He produced a title-deed for the land mentioned by last witness from Inam Commissioner, dated 1866. He stated that he had cultivated for eighty years, and never had heard of the Baravancha claim till now. Of

the other five witnesses, it is enough to say that they all swore they held land within the disputed part under Ravicherla, and that they never heard of the Baravancha claim before; all agreed that the Baravancha people had encroached a slip of land along the Kondam Gunta and Ravicherla boundary, about 8 Cutties, and also that it had been under their cultivation for forty years. With regard to the village, the witnesses stated that it consists of the old part and a hamlet, the old part being one-hundred years old and the hamlet about thirty. All agreed that the Fort claimed now by Baravancha was built in the old village.

27. This is a formidable body of evidence to repel the Baravancha claim, and I do not consider that they have succeeded in establishing their right to anything further than the land they now cultivate on the boundary between their hamlet Kondam Gunta and Ravicherla; and this I was quite willing to make over to them on the principle that long possession should always be respected.

28. Yenamadala is the last village concerned. In showing their line from Lingana Guttu to Vemu Guttu, the Jaghiredars included a considerable tract of hill and jungle belonging to this village, but as there was very little cultivation here, they gave no evidence to prove it, beyond the fact that on the present boundary line between Baravancha and this village in the open ground between Nulla Guttu and Gurrupu Guttu, a few Cutties of land have been cultivated by the Baravancha people for forty years; this is admitted by Yanamadala people, who assert that it is an encroachment and it appears to be such.

29. Within the part claimed by Baravancha is a small tank called Re Gunta, and the Curnam produced four dowles from Fasli 1254 (A. D. 1844) giving the names of persons who had cultivated there under Yanamadala. Four other witnesses were examined, of whom three had cultivated under this tank.

30. This Curnam stated that a dispute occurred in 1856 between his village and Eedra, which was settled by the late Zemindar of Nuzivid who laid down the north-western boundary. The stones are still in existence and the paper was signed by those concerned on both sides, himself included. On behalf of Eedra, the Zemindar's decision signed and sealed by himself and also by the principal villagers of Eedra and Yanamadala was produced, showing that he fixed the boundary of these two villages to be a line between Nulla Guttu and Viramallu Guttu which is within the line now claimed by Baravancha. It is said that the question was before the late Zemindar for two or three years during which time the Jaghiredars did not once advance their claim. This strengthens the suspicion already raised by their similar conduct with regard to the dispute between Ramanagudem and Vettigudipad, and leads to the conviction that they have made their present extensive claim only because a Nizam's Officer has taken the trouble to come so far. I do not think that the Jaghiredars are entitled to anything more out of this village than the cultivation on the boundary which should now be confirmed to them, as it has been so long in their possession, though they may originally have got it unfairly or by violence.

31. Having thus noticed the principal features of the evidence adduced on both sides, its relative value remains to be considered, and the credibility that attaches to it, especially as regards the case between Baravancha and Nuzivid.

32. As pointed out above, the only two pieces of documentary evidence of any value on the Baravancha side are (1) the Chekunama or description of limits; (2) the deed for Rupees 1,500 alleged to have been executed by the then Zemindar in favour of the Jaghiredars. The Chekunama purported to be ancient, though bearing no date, and the signatures to it cannot now be verified. One Naraswara who, they say, was Zemindar of that day appears never to have existed, as his name is not to be found in the genealogical tree. The boundaries given for the most part are merely indistinguishable marks, such as Masara (grey land)—"a line of bushes"—"stony ground," etc., and it is impossible by the utmost ingenuity to make it fit the line indicated by the claimants. When showing their boundary, the Jaghiredars assured us that the line they pointed out was strictly in accordance with that laid down in the Chekunama, but such was by no means the case. The line passed through a number of hills, yet none of their names were given nor was the village of Vettigudipad mentioned in it. Such being the case, I consider it to be utterly worthless as a means of establishing the case set up.

Next comes the bond for Rupees 1,500, dated 2nd June, 1857, bearing the late Zemindar's signature: the translation of which runs as follows:—

"We have already executed a document to pay you Rupees 1,000 per annum for gardens and pasturage, in the land of your Jaghire; now when we asked for more land south of that garden, you have required us to take back the former document and to pay Rupees 1,500 per annum, which we have agreed to pay."

33. While the Nuzivid party admit the authenticity of the seal and signature, they urge very strongly that the contents of the paper are fabricated, the blank form ready signed and sealed having been abstracted, and the written matter subsequently filled in. The plain sense of the deed is that both documents were made by the late Zemindar, but in evidence it was stated that the Rupees 1,000 document was executed by an ancient Zemindar in favour of the Jaghiredar's ancestors. This was evidently for the purpose of anticipating the objection that the topes about Nuzivid were planted long before the birth of the late Zemindar.

34. In support of the document, three witnesses, one of whom is the Curnam of Baravancha, asserted that they were present at its execution, but they contradicted each other so grossly, each positively asserting that himself alone was present with the Fakirs, that it was impossible to believe a word they said.

35. In disproof of the document, the Nuzivid authorities produced the Zemindar's Register or Entry book for 1857, in which letters and such bonds, etc., appear to have been correctly entered. It contains no trace of the document, nor were there marks of pages torn out or of erasure. The Rupees 1,500 document bears date, June 2nd, 1857, and, as documents are presumed to be executed on the day they bear date, we must suppose it was executed by the Zemindar that day; but the diary of his doings shows that he did not return to Nuzivid from Weyur till June 3rd, 1857. Evidence was given that during the year 1857 the Zemindar invariably signed with blue ink, and especially June was made with blue ink. Evidence was given of the late Zemindar's careless habits, and that he used to entrust such blank forms to the Tanadars and others for the purpose of raising money from the ryots, and it was satisfactorily proved that his writers also were allowed to retain such forms in their possession. Such foolish carelessness on the part of the late Zemindar may perhaps seem too gross to be true, but there is absolutely no doubt about it, as is very plain from the Judgments in two Civil cases produced from the record of the Masulipatam Small Cause Court.

36. First of these was an Original Suit, No. 14, 1869, against the present Zemindar of Nuzivid, for the recovery of a sum of money said to be due to plaintiff on a Hami or guarantee bond, alleged to have been executed by defendant's father, the late Zemindar. The defendant alleged that the writing was fabricated on a blank Hami, ready signed and sealed, precisely as is asserted now with regard to the Rupees 1,500 bond. In support of this plea, defendant roduced in Court fifteen blank Hamis and five blank stamp papers really signed and sealed, ll which came from the custody of the Tanadars and other ministerial officers. To quote the mall Cause Judge's words—"It is not surprising that 1st defendant should hesitate to credit ie genuineness of the Hami sued upon, as he has discovered and filed several blank Hamis and lank stamps with his father's seal and signature attached, and only wanting the obligee's name id the consideration to be entered." Then, after considering the presumption that the consiration is valid, when the seal and signature are admitted, he decides as follows:—"After a ost attentive consideration, I have no doubt that the amount entered as consideration, and the mes and dates were subsequent fabrications of the plaintiff with the connivance and aid of the te Zemindar's servants, who are all at variance with the present Zemindar, by means of the ank Hamis they had access to through the careless habits of their late master."

37. A considerable amount of suspicion is excited against this Rupees 1,500 bond by the decision just mentioned, but this suspicion is considerably deepened by a reference to Original Suit No. 564, 1870, District Munsif's Court, Bezwada, and to Appeal Suit No. 6, 1873, on the file of the Principal Sadr Amin. In this case the present Zemindar sought to recover 14 Cutties of land said to be wrongly in possession of defendants, who are Mokassadars of Bapalapad, and *among whom* the name of the present Curnam of Baravancha appears as 2nd defendant.

38. In their defence, defendants produced a hukum confirming them in possession of the said land under the late Zemindar's signature and seal. The genuineness of this was scouted on the same ground as in the other case, and both the Munsif and Appellate Court agreed, without hesitation, that the seal and signature being authentic, the writing contained in it was a fabrication; the grounds of this decision seem very clear from the record. The Appellate Court remarks—"On comparing the hukum produced by defendants with the large number of hukums signed and sealed by the late Zemindar and the Entry book, together with the internal marks of suspicion pointed out by Munsif, there appears not the smallest doubt that the document is a forgery. The paper is different from that of hukums issued before and after its date, the writing is different, and the ink of the late Zemindar's signature is also different." It should be remarked that the 2nd defendant, the Curnam, and the Hindu Renter of Baravancha, are the prime movers in the present boundary dispute, the Fakirs being mere puppets, and that therefore the Bond for Rupees 1,500 proceeds, to a certain extent, from the custody of a man against whom there is the strongest suspicion of having given utterance to a forged document under circumstances very similar to the present case, and this suspicion is much increased by the evidence of witness No. 46 for Nuzivid who stated that, after the death of his father, a writer in Zemindar's service seven years ago, he himself saw such a blank paper, signed and sealed by the Zemindar, among his father's papers; he added that the Baravancha Curnam being a relation of his, had frequent access to his father's dufter as he administered the estate. No evidence was offered to disprove the relationship between these two, and what is more likely than that an unscrupulous person like the Curnam should carry off the paper for future use when such ample opportunities were at his disposal! In addition to all these facts, the Rupees 1,500 document is unstamped and thus would, strictly speaking, be inadmissible. It is unattested, which is very strange. The caligraphy is very poor, whereas all the other documents produced by the Zemindar were very neatly written; the hand-writing does not resemble that of any other paper dated 1857, or before or after it; and lastly, the writing towards the end appears cramped, leaving the impression that it had to be got into a given space. Such of the Zemindar's writers as were in his father's service in 1857, deny that the hand-writing is that of any writer employed then. The deed does not specify for what topes Rupees 1,000 were paid or for what Rupees 1,500 were agreed to be given beyond the bare phrase "new tope." A list of nineteen topes, many of which were over one-hundred years' old, together with a list of ancient tanks, all within the disputed Nuzivid land, were filed and sworn to by many old and apparently respectable persons.

39. These units of suspicion do not amount to much if taken singly, but they seem to me to form an aggregate of suspicion that completely overwhelms the Baravancha bond which, after considering every thing *pro* and *con*, I determine to reject as a forgery. The Chekunama, as before said, is utterly useless, and therefore the claimants have not a leg to stand on, their oral evidence being unsupported by any documentary evidence. The only thing in their favour are the three Kaboolyats recently given to the Renter by inhabitants of Nuzivid; and this, as before said, only proves that the cultivation of the actual boundary line has been carried on sometimes under Nuzivid and sometimes under Baravancha, one of the fields concerned, being half in Nuzivid and half in Baravancha.

40. The Taluqdar was at first inclined to believe the Baravancha thut, and his proposal was that, as long possession had secured the topes, Inams, and tanks to the Zemindar, they should not be interfered with, but that vacant land corresponding to the area occupied by them should be made over to the Jaghiredars elsewhere. I pointed out how very strong the suspicions against the deed were, and he ultimately concurred with me in considering it a forgery.

41. The conclusion arrived at was, that the claim to Nuzivid should be thrown out, but that as the Jaghiredars have shown a more or less disputed possession of the cultivation immediately on the Nuzivid side of the boundary, we resolved to confirm them in possession of a strip of land about 100 yards broad from Gurrupu Guttu to the Koodali between Ramanagudem, Nuzivid and Baravancha, as shown in the map herewith.

42. The evidence against Ramanagudem consisted only in the statements of the Jaghiredars that the village had been built on their land, together with the assertion of a few Pariahs, residents of Baravancha, and dependants of the Jaghiredars, that they had cultivated Ramanagudem land under Baravancha many years ago.

43. On the part of Ramanagudem, old accounts were produced showing that the village had long been in the Mokassadar's possession. There is an intelligible Chekunama, giving the boundaries, as they now stand, which is not disputed; and lastly, there are the four Kyfeats, made eleven years ago, describing the boundaries as laid down in the Chekunama during an enquiry into the Ramanagudem and Vettigudipad dispute, at which time the Baravancha people remained perfectly silent as to their claims against both villages, though an officer deputed to inquire was on the spot. Under these circumstances, the Taluqdar agreed with me that the Ramanagudem boundary as regards Baravancha should remain as it is at present.

44. As to Vettigudipad, it was clear, from the documentary and oral evidence noticed above, as against the mere assertions of the Jaghiredars, that the village with its tank, tope, and the disputed land, had long been in the Mokassadar's possession and that, therefore, the Jaghiredars had failed to make good their claim; but as it appears from the inquiry that it was decided by the late Zemindar of Nuzivid some twelve years ago in a land dispute between this village and Baravancha, that the Jaghiredars were entitled to what they then claimed, viz., seventy acres west of the tank called Nulla Neellakunta, it was resolved to confirm them in possession of that though the Zemindar's decision has remained in abeyance ever since. It may here be noted that in that dispute the Jaghiredars claimed only the field west of Nulla Neellakunta, and not the village and tank as now.

45. The evidence on both sides respecting the villages of Ravicherla and Yanamadala having been commented on above, it is unnecessary to say more than that the Baravancha claim to these two villages was rejected on the ground that they have shown absolutely no evidence, as compared with the strong oral and documentary evidence produced on behalf of both villages, and also taking into consideration the fact that they set up no claim to Yanamadala in 1856 when the Zemindar arbitrated between that village and Eedra. The land now cultivated by Baravancha on the Ravicherla side of the boundary, where it marches with that of Kondamgunta, hamlet of Baravancha, has been in possession of the latter village for forty years; and accordingly, the Taluqdar agreed with me in the propriety of confirming them in possession, as was also our decision with respect to a like piece of cultivation, amounting to about 10 Cutties, on the present frontier of Baravancha and Yanamadala between the Gurrupu Guttu and Nulla Guttu hills.

46. The whole land which we have thus made over to Baravancha amounts, roughly speaking, to about 400 acres.

47. To prevent further disputes, we marked out the Baravancha boundary by what may be called a ring fence of stones, and inscribed each with a sun and moon mark and the Christian year in telugu; the difference, between which, and the dotted inner line, indicates the land we have made over to Baravancha.

(True Copy.)

(Signed) G. D. LEMAN,
Collector.

ENCLOSURE No. 2.

DECISION.

WE decide that the boundary of the village of Baravancha shall be laid down as follows :—

2. From the Mulasasanam now existing between Yedula Bodu and Gurrupu Guttu, which is the tri-junction stone between the villages of Nuzivid, Yanamadala and Baravancha, east to a line stone marked with sun and moon that we place in the south fence of the Zemindar's new garden, marking the line by a stone half way between it and the Gurrupu Guttu, thence straight along the said fence to a line stone at the end of the fence, thence to a new Mulasasanam on the north-west side of Chintaswami's field, thence south-east to the old Mulasasanam, between Nuzivid, Baravancha and Ramanagudem; thence south by a line stone half way to site of the Moolasasanam pointed out as between Vettigudipad, Baravancha and Ramanagudem, where we put a line stone, thence to a new Mulasasanam south-east of the above line stone, thence south-west by a new line stone to the Mulasasanam, between Baravancha, Ravicherla, and Vettigudipad, thence south-west and then west by a line of six line stones, along Kondamgunta, hamlet of Baravancha, and including the land now cultivated by Baravancha in Ravicherla up to the Mulasasanam on west of Nulla Guttu. From this Mulasasanam the Baravancha boundary shall run along the top of the Nulla Guttu to Yedula Bodu and thence to the abovementioned Mulasasanam between Yedula Bodu and Gurrupu Guttu. This line is to include the present Baravancha cultivation in the plain between Gurugunalli Tippa and Yedula Bodu within the Yanamadala boundary as indicated by the line which is marked by two line stones.

CAMP NUZIVID,
22nd October 1873.

(Signed) C. F. MACCARTIE,
Assistant Collector.

Signed in Persian,
SYED ABDUL MANNAN,
Taluqdar Aval, Zille Veligandal Simpt Shumali.

(True Copy.)

(Signed) C. F. MACCARTIE,
Assistant Collector.

(True Copy.)

(Signed) G. D. LEMAN,
Collector.

ENCLOSURE No. 3.

DECISION.

THE land in dispute between Marepalli and Ganugapad consists merely in a tract of Jungle where there is no cultivation. It contains two tanks, named Appanna Gunta to the north and Achanna Gunta which forms its southern boundary.

2. On the Ganugapad side, a Chekunama about 120 years old was produced, in which Appanna Gunta is mentioned as their eastern boundary. This was the only distinguishable mark, all the others being trees and ant-hills that have now disappeared. A good deal of doubt attaches to the spelling of Appanna. It appears to have originally been Achanna Gunta, and to have been altered to Appanna by the addition of an up stroke in different ink. A plan was also produced, signed by Captain Gresley, and dated 18th February 1841, in which the frontier of Ganugapad is shewn to extend for yards 1,320 only from a certain Sungum or junction in the direction of this disputed tract; but on measuring the stream we found that the disputed tract was a good two miles from the junction of the two streams, and therefore it seemed to be beyond the proper limit of Ganugapad. The last paper shewn us was a Kyfeat dated 1856, written by the Curnam's father, describing the cultivable land, streams, and tanks of the village. Achanna Gunta appears among them but not Appanna Gunta. The omission is remarkable, and confirms the suspicion that the change alluded to above must have been made. Two witnesses were examined, who stated that they heard from the Curnam's father that Appanna Gunta and Achanna Gunta both belonged to Ganugapad. The Marepalli Curnam produced a Chekunama, dated A. D. 1735, describing their boundary as running from a tank east of Marepalli by two stones to Achanna Gunta and thence straight north to the river, following a line which they say was cleared thirty years ago by Captain Gresley's order. This line of course includes Appanna Gunta. Three other old witnesses were examined who confirmed this boundary and stated that Appanna Gunta was dug by a Marepalli Golla thirty years ago. No. 3, also aged 80, said that he with several others cultivated wet land under Marepalli close to Achanna Gunta before the Nandana famine, forty years ago, since which it has been jungle. The only evidence on the part of Ganugapad is the Chekunama, and the important word in that, Appanna, appears to be a subsequent alteration. If the tank really belonged to them, why was it not entered along with the other four tanks of the village in 1856? The Marepalli Chekunama is far clearer, and part of the line is still marked by stones, and the rest from Achanna Gunta to the river by a cleared belt said to have been made thirty years ago by order of Captain Gresley. We do not consider that the Ganugapad people have made out their claim, and decide that the land shall remain with Marepalli, except Achanna Gunta which appears in the Ganugapad account and which we make over to them as shown in the plan.

CAMP INAGADAPA,
4th November 1873.

(Signed) C. F. MACCARTIE,
Assistant Collector.

Signed in Persian,
SYED ABDUL MANNAN,
Taluqdar, Aval, Zille Veligandal Simpt Shumali.

(True Copy.)

(Signed) C. F. MACCARTIE,
Assistant Collector.

(True Copy.)

(Signed) G. D. LEMAN,
Collector.

From G. D. LEMAN, Esq., Collector of the Kistna District, to J. GROSE, Esq., Secretary to the Board of Revenue, dated Masulipatam, 20th January 1874, No. 79.

ADVERTING to paragraph 2 of G. O., No. 1,376, dated 8th December 1873, Revenue Department, I have the honour to reply that should the Government be pleased to adopt my proposal in paragraph 11 of my letter* to Government, Mr. MacCartie will again proceed to Baravancha in March next for the purpose of settling the remaining boundary dispute. He can also be instructed on that occasion to investigate the State-rights over the village. In the meantime, I shall take steps to get together what papers and evidence are available that will throw light on the question.

* No. 1,934 of 27th December 1873.

ENCLOSURE No. 4.—Decision in Telugu.

ENCLOSURES Nos. 5 and 6.—Plans.

SUBMITTED for the orders of Government.

2. Mr. MacCartie on behalf of the British Government and Syed Abdul Mannan on behalf of the Nizam's Government met in October at Baravancha and settled two boundary disputes between Baravancha and Ganugapad, villages claimed by the Nizam, and British villages.

3. The first dispute was a complicated one. The Jaghiredars of Baravancha claimed a right to extend their boundary all round, and to take 7,000 acres, including some valuable topes and tanks and even village sites from the neighbouring villages. The dispute is clearly described and the evidence fully set forth in a most satisfactory report by Mr. MacCartie. In the end the dispute was decided against Baravancha but it was allowed to retain strips of land outside the real boundary, including altogether about 400 acres, on the ground of long continued possession. The boundary thus decided was marked out by what may be called "a ring fence of stones" "each inscribed with a sun and moon and the Christian year in telugu."

4. The second dispute was between Ganugapadi (Nizam) and Marepalli (British). It was settled with reference to the boundary account of Marepalli, but a pond within the limits thus fixed was assigned to Ganugapadi. The evidence is described in the decision which was signed by both the officers engaged in the settlement.

5. There can be no doubt but what these decisions should be accepted. The limits described in them should be marked out more permanently than seems to have been done. The stones should be not less than three feet long and nine inches square and embedded two-thirds in the ground.

6. There was a third dispute to settle, between Gopavaram and Venagudapa (neither of these names have appeared in the lists of villages claimed by the Nizam hitherto submitted nor can the Board find them in the map, and the Collector will be good enough to explain this). The officers were unable to investigate it because the time at which they had been ordered to meet is unfortunately the time at which fever is most prevalent in that part of the country, and they were both prostrated by it.

7. The Collector says this third dispute is a simple one, and recommends that Mr. MacCartie should be deputed again to meet a Nizam's officer in March when the dispute can be settled, the boundaries marked out as described above and the report which Government have called for "as to the State-rights over the village of Baravancha" prepared. If Government consent to this the Nizam's Government should be requested to depute an officer of equal rank to Mr. MacCartie's to meet him at Baravancha in March.

(True Copies and Extract.)

Secretary.

To the Secretary to Government, Revenue Department,
with three original enclosures.
,, the Collector of the Kistna District.

Exd G. A. Turton.

No. 281.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 11th February 1874.

Read the following letter from G. D. LEMAN, Esq., Collector of the Kistna District, to J. GROSE, Esq. Secretary to the Board of Revenue, dated Masulipatam, 18th December 1873, No. 1,921 :—

With reference to the Board's Proceedings, dated 9th October 1873, No. 2,062, and to the Sub-Secretary's endorsement on Petition No. 2,574 of 1873, I have the honour to report that the Nuzivid Zemindar cannot at this time put forward any claim to the village of Baravancha.

2. It is undoubtedly a Sarva Mokassa one, and whether granted in the first instance by a former Nizam or by the Zemindar's ancestors, as there is no lapse now he has no reason to put forward his claim.

3. His right, if he has any, is only to the reversion of the village on the lapse of heirs to the Mokassadars.

4. In their Order, No. 1,052, dated 2nd October 1873, the Government have decided not to advance a claim to this among the other villages, but to suggest an arrangement.

5. I presume it is not intended that I should move further in the matter until the result of this suggestion is known.

Enclosure No. 1.—Petition.

In separate Proceedings the Board have recommended Government to get the Nizam's officer to meet Mr. McCartie at Baravancha in March. One of the subjects of inquiry will be State-rights in Baravancha, and the claim of the Nuzivid Zemindar should be fully investigated.

(A true Copy and Extract.)

J Grose

Secretary.

To the Collector of the Kistna District.

Copy to the Secretary to Government, Revenue Department.

Rd. J. Tulloch.

Received 1874.

Board of Revenue

MADRAS.

PROCEEDINGS, 11TH FEBRUARY 1874, No. 280.

FEBRUARY.

No. 280.

Boundary disputes—between British and Nizam's Governments in regard to Baravancha and other villages.—Letter from Collector of Kistna District forwarding copies of report of Assistant Collector, Mr. McCartie, on certain— and of decision passed by him in conjunction with officer deputed by Nizam's Government for settlement of disputes, and recommending that Mr. McCartie should be again deputed in March 1874 for settling remaining dispute and preparing required report as to State-rights over Baravancha village, submitted to Government.

MISCELLANEOUS No.

REVENUE DEPARTMENT.

PROCEEDINGS OF THE BOARD OF REVENUE,

Dated 16th February 1874. No. 541

From — Read the following

To

Sir,

Revn—1874. Depts

Board of Revenue,

MADRAS.

No. 502

PROCEEDINGS, 11TH FEBRUARY 1874, No. 281.

Depts 11th Feb 1874.

Encl.

Received 16

FEBRUARY.

No. 281.

aravancha Village—in Kistna District. — tor informed that Nuzivid Zemindar's a to — should be fully investigated when stant Collector Mr. McCartie inquires into -rights in this village in March 1874 as mmended to Governor by Board.

0.312 - 5 March 1874

I can only with much difficulty spare Mr. MacCartie before that date in consequence of the extra work of the Jammabandi from the introduction of the new Settlement.

Kistna District Collectors Circuit Kachery Camp at Chilkaluripett Narsaraopetty Taluq 5th February 1874

I have &c.

(Sd.) G. D. Leman

Collector.

Submitted to Government in continuation of Board's Proceedings dated 11th February 1874 No. 280.

(True Copy and Extract)

Sd. Grote.

Secretary

To. The Secretary to Government Revenue Department

Copy Examined

C. R. McInnes Murray

Revenue Department.

No. 312

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 5 March 1874

READ the following Proceedings of the Board of Revenue

Subms to Govt., Letts from Coll. of Kistna Dt. forwarding Copies of refusd Award: Coll. Mr. MacCarthy on certain boundary disputes between British and Nizam's Govt. in regard to Bavanaka and other villages and of decision passed by him in conjunction with Offrs deputed by Nizam's Govt. for settlement of disputes, and recommending that Mr. MacCarthy should be again deputed in March 1874 for settling remaining disputes and proposing regarding the Nizam's rights over Bavanaka villages — H. E. 11th Feb: 1874 No 280.

Informing Govt that Nizam's Zemindari claims to Bavanaka village should be fully investigated when Mr. MacCarthy inquires into Nizam rights in this village in March 1874 as recommended to Govt by Board — " 11th " " No 281

Subms to Govt Letts from Coll. of Kistna requesting that date proposed for meeting of Offrs of British and Nizam's Govt., for settling boundary disputes, may be fixed down to 1st April 1874 — " 16th " "

His Excellency the Governor in Council is glad to learn that the Offrs deputed to investigate these boundary disputes have been able

P. Enclosure 1874 Copies No 5117

PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 16th February 1874
Despd. 16 "
Recd.

S.O. 312 & enclosures

Submitting Copy of Letter from Collr of Kistna and Enclosures &c: Collector objects to Zemindar's claim to Bavanaka village &c: Suggests that date fixed for meeting of Offrs of British & Nizam's Govt for settling boundary disputes be postponed to 1st April 1874 &c: Offrs deputed to investigate claims &c: Zemindar's claim to Bavanaka village should be fully investigated &c: Proposes that Nizam's rights over Bavanaka village should be inquired into by Mr. MacCarthy &c:

C.S.P. Feby 26. 226

to come to a unanimous
decision in two cases. She
considers their settlement of
both cases perfectly satisfactory,
and resolves to address the Resident
at Hyderabad on the subject,
and to request that he may
be informed whether His Highness'
Govt. are prepared to accept the
decisions of the arbitrators.

II. The boundary dispute
and the question of state rights
in Baraunsha still remain
to be settled, and this Excellency
will request of the Resident
that the Arab Jahagirs, Syed
Abdul Rahman, should be again
deputed to meet Mr. MacCarter
on or about the 1st of April at
such time and place as they
may mutually determine upon,
with a view to their completing
the work which they have so
successfully commenced and which
the results to hear was interrupted
by their severe illness.

III The Collector's letters

of the 18th Dec: 1873 annexed
have been written before the
receipt of the G. O. of the 8th
of the same month which
disposes of the matters he
refers to.

3. 8th Dec: 1873 N. 1376

in 8 Nos. of Rev: dec: 6. 3. 74

2

CONCERNS BOTH BRITISH INDIA
AND INDIAN STATES.