Sectt. I (i)-I—10,006—7-10-70.

(1) Number of pages 34 Reels

(2) Date of repair 5.7.84, 6.7.84, 7.7.84

(3) Initials of the Referencer

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Revenue DEPARTMENT

G.O. No. / B.P. No.	1347	Press / Mis.
Dated	22.8.1878.	197 .

Not to be folded or roughly handled

1342/1

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

22nd August 1878, No. 1,347.

Read the following papers :—

No. 274. Proceedings of the Board of Revenue, dated 18th June 1878, No. 1,675.

Read the following letter from J. B. PENNINGTON, Esq., Collector of Tinnevelly, to C. A. GALTON, Esq, Acting Secretary to the Board of Revenue, dated 10th May 1878, No. 353 :—

I HAVE the honor to submit the following report on the petition of the Avudayapuram Zemindar as required in the Miscellaneous Proceedings of the Board, No. 1,172, dated 1st February 1878.

2. I should begin by stating that I was called upon by the District Judge for a very similar report in his letter, No. 750, dated 26th October 1877 (copy enclosed), and beg to forward a copy of my reply thereto from which it will be seen that, in the opinion of those best qualified to judge, the estate is incapable of discharging the debts with which it is weighed down, and that the Zemindar is practically insolvent.

3. I have, however, now had an interview with the creditors as required in the order of Government, and have come to the conclusion that a sum of Rupees 70,000 in ready money *now* at a low rate of interest would clear off every thing.

4. If therefore the Government were pleased to lend the Zemindar such a sum at a reasonable rate of interest, say 4 or even 5 per cent., it would, I believe, be feasible to restore the estate to the Zemindar in about fifteen years free from all incumbrance as shown in the enclosure. It seems likely that about Rupees 13,000 may be raised by the sale of the Zemindar's title to certain home farm lands, &c., which will of course go to reduce the principal debt and hasten the period of its final liquidation.

5. With reference to the Board's remark in paragraph 6 of their report to Government, dated 8th December 1877, No. 5,192, to the effect that pressure should have been put upon the late Manager Velayudam Pillai to enforce fulfilment of his engagement, I have the honor to point out that his property was attached and he was actually compelled to pay Rupees 24,000 as reported in the Collector's letter, No. 84, dated 4th March 1871, embodied in Court of Ward's Proceedings, No. 1,427, dated 31st March 1871; and I may add that part of the debt under which the estate is now laboring consists of a sum of Rupees 7,000 *borrowed* in order to reimburse the said Velayudam Pillai on account of the losses he had sustained by the Collector's action.

6. The Zemindar's allusion to the new Code of Civil Procedure was apparently made under the idea that Government might be induced to take action under Section 320.

ENCLOSURE No. 1.

From F. C. CARR, Esq., District Judge of Tinnevelly, to the Collector of Tinnevelly, dated 26th October 1877, No. 750.

IN forwarding herewith copy of petition No. 592 of 1877, presented by Pandurenga Rao, Vakil for the defendant in Original Suit No. 12 of 1875, I have the honor to request to be informed what chance there would be of the debts being liquidated if the estate were retained under management.

(True Copy.)

(Signed) J. B. PENNINGTON,
Collector.

ENCLOSURE No. 2.

From J. B. PENNINGTON, Esq., Collector of Tinnevelly, to F. C. CARR, Esq., District Judge of Tinnevelly, dated 10th May 1878, No. 706.

WITH reference to your letters, Nos. 750 and 754, dated 26th and 27th October 1877, respectively, I have the honor to enclose a statement setting forth the results of inquiries made as to the possibility of raising funds from the sources described by the Zemindar. It will be observed from it that the estimate of valuation is much below that given by the Zemindar, and cannot be realized with any certainty.

2. I may observe further that the estate has been under the Tahsildar's management attached for arrears of revenue for the last two years, during which time the proceeds have been inadequate even to clear off the peishcush, Rupees 4,307-3-0 per annum, and that a sum of Rupees 3,437-8-8 is still in arrears.

3. I might perhaps to add that I am reporting to Government on the same subject and suggesting that the estate might be cleared of debt by an immediate loan at a reasonable rate of interest, and it is *possible* they may consent to make it.

(True Copy.)

(Signed) J. B. PENNINGTON,
Collector.

ENCLOSURE No. 3.

STATEMENT showing the Instalment in which the Loan proposed to be given to Avudayapuram Zemindar can be repaid.

Number of years.	Principal.	Interest at 5 per cent.	Probable amount available for the reduction of the principal.	Remarks.
	Rs.	Rs.	Rs.	
I	70,000	3,500	3,500	
II	66,500	3,325	3,675	
III	62,825	3,141	3,859	
IV	58,966	2,948	4,052	
V	54,914	2,746	4,254	
VI	50,660	2,533	4,467	
VII	46,193	2,310	4,690	
VIII	41,503	2,075	4,925	
IX	36,578	1,829	5,121	
X	31,457	1,573	5,427	
XI	26,030	1,302	5,698	
XII	21,332	1,067	5,933	
XIII	15,399	770	6,230	
XIV	9,169	503	6,497	
XV	2,672	134	6,866	
				4,194 excess.

(Signed) J. B. PENNINGTON,
Collector.

ENCLOSURE No. 4.

ABSTRACT of Sankaranainar Kovil Tahsildar's Arzi, No. 563 of 1877, on Miscellaneous Petition, No. 592, 1877, of Avudaiyapuram Zemindar to the District Court, showing the means to clear off the debts against his estate.

Items given by the Zemindar in the petition and the amounts expected to be raised.	Manager's account of it.	Tahsildar's opinion.
1. The assets of the estate by the collection of rent in kind and money would amount to Rs. 15,000 per annum, of this Rs. 5,048-15-4 will have to be debited on account of peishcush and road-cess; Rupees 1,800 for the Zemindar's maintenance, and Rs. 600 to meet the costs of management. Deducting these Rs. 7,448-15-4, there remains Rs. 7,551-0-8	The 11 years' average income of the estate as per margin from Fasli 1276 to 1286 amounts to Rs. 13,823-1-1. There was an increase in the assets up to Fasli 1278, because the then sufficient supply of water permitted both the Kar and Peshanam cultivation to a great extent and the Zemindar had much home farm lands; subsequently the home farm lands being alienated by mortgage, &c., and the channels and tanks being out of order for want of proper repair the income gradually decreased. Hence the income may approximately be estimated at only Rupees 10,000; whereof a sum of Rupees 2,451-0-9 will be surplus, deducting the peishcush, road-cess, Zemindar's maintenance, and the management costs, all amounting to 7,548-15-3. But if the channels and tanks be repaired at a cost of Rupees 6,000, and if the weather be favorable the income may come to Rupees 15,000 per annum. Fasli. — Beriz. Rs. A. P. 1276 .. .. .. 20,566 11 3 1277 .. .. .. 21,287 12 8 1278 .. .. .. 25,425 1 4 1279 .. .. .. 13,111 2 8 1280 .. .. .. 8,525 2 7 1281 .. .. .. 6,706 2 2 1282 .. .. .. 15,841 14 4 1283 .. .. .. 7,380 4 4 1284 .. .. .. 16,390 14 2 1285 .. .. .. 7,462 4 6 1286 .. .. .. 7,455 7 2 Total .. 1,52,053 12 6 Average .. 13,823 1 1¼	It cannot be assumed that the weather will always be favorable. The estate is at present involved in a debt of Rs. 60,000, and a further debt of Rupees 6,000 must be contracted for the repairs. The interest on these sums will be about Rupees 8,000. To meet this and the other annual expenses of Rs. 7,548-15-3, the income of the estate even taken to be 15,000 will not suffice. Under these circumstances there is no way of clearing off the principal out of the income.
2. Land to the extent of 30 Kottahs and 10,000 Palmyras forming the home farm are in the Zemindar's possession. These are worth 13,000 Rupees and may be sold.	The value of the property as per margin is Rupees 13,950, of which the palmyras valued at Rs. 8,025 at 12 Annas a tree belong to the Zemindar, while their footland is owned by the tenants who are very poor and unable to purchase the trees and in consequence the trees are to be sold on condition of cutting and removing them. To carry out this arrangement would take at least a year. The Zemindar is not in a position to sell the home farm lands at Panaiyur, as the village has been sold by him to his brother and others and a bond registered to that effect. The remaining home farm lands are not in a state to attract people to purchase and moreover they are included in a hypothecation deed. Item. — Extent. — Value. Rs. Palmyras .. No. 10,700 8,025 Tamarind, &c., tope „ 172 430 Wet under mortgage K. 12¾ 570 Wet in Zemindar's possession .. K. 15 1,500 Dry in Zemindar's possession .. Ch. ¼ 1,000 Wet in Panaiyur K. 9½ 1,425 Karuvai trees .. 1,000 Total .. 13,950	The alleged sale of Panaiyur village to the Zemindar's brother, &c., seems to have been made to defraud the creditors. The properties are however for the reasons set forth by the Manager not to be disposed of easily.

ABSTRACT of Sankarunainar Kovil Tahsildar's Arzi, No. 563 of 1877, &c.—*(Continued)*.

Items given by the Zemindar in the petition and the amounts expected to be raised.	Manager's account of it.	Tahsildar's opinion.
3. The lands which have been illegally mortgaged by the Manager during the Zemindar's minority may fetch an extra sum of Rs. 15,000 if sold.	The lands in question measure 34 K. 19 M. 6¼ P. and are mortgaged to 16 individuals for Rupees 11,940 in the year 1868 and 1869 when Velayudam Pillai was Manager and Zemindar's mother guardian. The mortgagees pay an annual rent to the estate on these lands at Rupees 5 a Kottah as per mortgage deed. It does not appear that these lands can be sold for a larger sum than the mortgage amount nor are they worth more.	It does not appear that the Zemindar will be benefitted by the sale of these lands notwithstanding an Amin from the District Court has come to attach the estate for a decree debt due by the Zemiudar to one Arasappan Chetti. The estate is at present under Government attachment for the arrears of peisheush, Rupees 4,340-15-0, up to Fasli 1286, and the Amin says that he would attach the estate without prejudice to the Government attachment. The Manager wants to know whether this can be allowed. If the estate were sold by any attachment the purchaser will be liable to pay the arrears of peishoush and in default there seems no objection to proceed against the estate. The peisheush of the current year is also in arrears. These arrears, when accumulated, are difficult to be collected. Moreover, in considering confusion arising from the summary suits between the Zemindar and the Panaiyur tenants, it does not appear that the arrears of rent against those tenants can be easily collected. It would therefore be better if the estate were allowed to be sold by the Civil Court and the arrears of peishcush collected from the purchaser.

(Signed) J. B. PENNINGTON,
Collector.

(True Copy.)

(Signed) J. B. PENNINGTON,
Collector.

SUBMITTED to Government with reference to G.O., dated 18th January 1878, Petition Department.

2. At the time of the late Zemindar's death the estate was burdened with a debt of over Rupees 64,000, but was free from all arrears of peishcush; it has been grievously mismanaged since and the private debts amount to about Rupees 60,000 besides arrears of peishcush, for which the estate is now held under Government management, amounting to Rupees 3,457. The irrigation works are, moreover, very much out of repair, and it is estimated that Rupees 6,000 will be required for the necessary repairs. The income from the estate, according to the accounts of the last eleven years, has averaged Rupees 13,800; but there has been a considerable decrease in the later years of the series owing to the disrepair of the irrigation works and alienation of home farm lands, and the Manager of the estate considers that the income cannot be estimated at a higher sum than Rupees 10,000 per annum under existing conditions. Mr. Pennington should have given all these material particulars in his covering letter instead of leaving the Board to gather them from the enclosures.

3. The Collector suggests a loan of Rupees 70,000 to be paid off with interest at 5 per cent. in about fifteen years. Had the present difficulties been due to the present Zemindar's mismanagement, the Board could not have supported the proposal; but as, although mismanagement was reported, the estate was not taken under the Court of Wards, in which case the existing difficulties would have averted, the Board resolve to submit the matter for the favorable consideration of Government.

(True Copies and Extract.)

(Signed) C. A. GALTON,
Acting Secretary.

1347/3

No. 275. From J. W. HANDLEY, Esq., Government Pleader, Madras, to C. G. MASTER, Esq., Secretary to Government, Revenue Department, dated Madras, 6th August 1878, No. 86.

IN reply to your Official Memorandum of the 27th ultimo, No. 155, forwarding papers relating to a proposed loan to the Zemindar of Avadiapuram, Tinnevelly District, I have the honor to submit the following opinion and to return all the papers :—

2. *Opinion*—

(1.) The papers before me do not afford the necessary information upon two subjects which must form important elements in the determination of the question referred to me, viz., the nature of the debts with which the estate is burdened and the present state of the family, *i.e.*, of what members it consists and how many are minors. As, however, to obtain accurate information upon these points would take some time, especially with regard to the debts which appear to be of very long standing, and as I understand that any assistance given by Government to the Zemindar must be given at once to be of any use, I will advise upon the case as best I can with the materials before me.

(2.) I think that, under the circumstances of this case, whatever the origin of the debts may have been, the proposed loan to the Zemindar may be made a legal charge upon the estate, and cannot be disputed hereafter by any future successor to the Zemindari. The tendency of recent decisions has been considerably to relax the strictness of the rule as to what debts contracted by the head or manager of a Hindu family are binding on the inheritance, (see Girdhari Lall *versus* Kantu Lali, Law Reports 1, Indian Appeal, page 321); but without going into an exposition of the law as it seems now to stand upon the decided cases, it is sufficient to say that the present case seems to come fairly within the principles laid down in the old case of Hunuman Persad Pandy *versus* Mussamat Munraz Koonweree, (6, Moore's Indian Appeal, page 421), which has always been considered a leading case on this subject. It is there laid down, in words quoted with approval by the Judicial Committee in the more recent case referred to above: "Where in the particular instance the charge is one that a prudent owner would make in order to benefit the estate, the *bona fide* lender is not affected by the precedent mismanagement of the estate. The actual pressure on the estate, the danger to be averted, or the benefit to be conferred upon it in the particular instance, is the thing to be regarded." These words are used of a charge created by a Manager for an infant heir, and of course apply *a fortiori* to a charge created by one who is at the time full owner, though subject to the rights of others in remainder. In the present case, the danger to be averted is the absolute ruin of the estate, which, if it once passes into the hands of *bona fide* purchasers in execution of decrees against the present Zemindar, will be irretrievably lost to the family; whereas by the proposed arrangement, after some years of careful management, the

estate will be restored to the family free from encumbrances and probably with an improved income. A part of the proposed loan is, I understand, required to pay off an arrear of peishcush and to put the irrigation works of the Zemindari into working order. Advances made for such purposes are unquestionably a proper charge upon the inheritance, but looking at the transaction as a whole, it is so manifestly for the benefit of the estate that I think it would be upheld as a whole by any competent Court it might come before.

(3.) In my opinion, therefore, the loan may safely be made. A mortgage of the Zemindari should be taken to which the Zemindar and all adult members of the family who may by any possibility have reversionary rights in the estate should be parties. Care should be taken that the debts are actually discharged, and a transfer obtained of all such securities as the creditors paid off may hold, and no debts should be paid off which are on the face of them not binding on the family, such for instance, as the debt of Rs. 7,000 mentioned in paragraph 5 of the Collector's letter of 10th May 1878, embodied in the Proceedings of the Board of Revenue of 18th June 1878, No. 1,675, as having been contracted to reimburse the defaulting manager for losses sustained by his being compelled to pay up a part of his defalcations.

No. 276. ORDER THEREON, 22nd August 1878, No. 1,347.

Land Revenue, No. 15.

IN consideration of the fact that the present embarrassed condition of the Zemindar of Avadiapuram is not the result of his own imprudence or mismanagement, and might have been averted by the timely intervention of the Court of Wards, His Grace the Governor in Council resolves, on a mortgage of the estate, to lend the money necessary to free it and repair the works of irrigation.

2. The sanction of the Government of India will be at once sought; but as the urgency is excessive, the Collector of Tinnevelly is authorised forthwith to open negotiations with the creditors, on the understanding that the amount of Rs. 70,000 named by him includes a sum not exceeding Rs. 60,000 for final settlement of all private debts and Rs. 6,000 to be expended, under the inspection of the Public Works Department, on irrigation repairs, and also that the balance will clear the peishcush arrears.

All suits against the Zemindar must be withdrawn.

3. In coming to a settlement with the creditors and in determining the form of mortgage bond, the Collector will act in close consultation with the Government Pleader. The estate must be entirely made over to Government management, and the interest on the money lent will be at the rate of 4½ per cent. per annum.

(True Extract.)

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

To the Board of Revenue.
" the Government Pleader.
" the Accountant-General.
" [illegible] 8/9

Exd. F. R. Bantleeum.

4

Borders

From the Sec. Madras
6th Augt. 1806 No 86.

Recd. 13th Sept.

Govr. Handley
Submits his opinion
as to the proposal
to lend to the Zemindar
of Kandiapuram.

He points out
that the papers
do not afford infor-
mation as to
the nature of the
Zemindars debts
or the present
state of the family.

But he considers
that circumstances
the origin of the
debts & the loans

Govt. of Fort St. George.
Revenue.
Consultation
Dated August 1806.
Received 13th
Read
Ans.

Vide entries.

G.O. 22nd August 1806 to Madras
Nos. 272—274

may be made
a legal charge upon
the estate & cannot
be disputed hereafter
by any future
Executor"

because
the charge is
manifestly one
that a prudent
owner would
make to benefit
the estate" & is
intended & calculated
to save it from
Ruin.

If the loan is to
be made
"the Secondar
& all adult-members
of the family who

The usual Practice
in Orig. Cases
creates an Obligation
Sol. the Coll.
as.
& appropriate Remedy
is the application
of the Creditors
for Power & Direction
by him in Chancery
& Proceedings upon
the final Petition.
private Creditors.
Power to the Executor
under the Restriction
& Direction
of the Court

may by any
possibility have
Reversionary Rights"

Should the parties
to the deed of mortgage
Debtors not be desirous
to let the
Collector is to be
directed to ascertain
if the Secondar
& these persons
agree to make an
arrangement or
to let or the
Govr. of India assist
with Sanction
the loan.

Sd

The case seems one
of emergency so if
Govt decide to give
the loan the order

might issue in an
extirpation of the
sanction of the
G. of I.

Enclosure

Lee letter

Zamindars

Redemption

ere

Emergent

C 10-8-78
R 19-8-78
H.C 20-8-78
H. 21-8-78

Note 1349/9

The Board have not apparently the managers estimate of the income to be expected under present circumstances but the same manager says, "if the channels are repaired & the weather favourable" Rs 15000 may be realized. The deficiency has of late been caused by the disrepair of the irrigation works & the mortgage of certain lands.

If these causes are removed by Government lending money to repair

See enclosure to Mr. Pennington's letter.

only May

Ist- The average only since the average of the last 11 years is 19423 R — The

the works & pay
off the mortgages
the income will
no doubt increase
for in 74/75 it was
15399 in 72/73
15841 ₹ in 68/69
Rs 25425.
The Collector evidently
estimated the
income at about
Rs 15000 after
the loan.
Of this amount
Rs 7468-15-4
will be required ₹½
for Peshcush &
Sundries (Rs 5068-15-4)
for the Zemindars
Establishment (Rs 1800) &
for management
(Rs 600) —
The Collector calculated
that with interest
at 5 per cent (Rs 3500)
Rs 3500 would be
available to pay ₹½

Jeremiah Kennedy
Dated at Madras
the 15th day of

and he is likely to have
to take the court fee amount
Estimate —

It is a speculation
which I do not
think safe as
justified in entering

Rs —

It would be absurd
to add to the
Estimate
the costs of Petitioner

the 1st year towards
the reduction of the
loan & every year
an increasing sum
as the interest charge
depended. See paper
marked A

Land

The Collector's Income
from the Zemindari
the Zemindar having
taken a loan from
Govt. secured on the
Estate. He should
apparently make in
Exactly the same
position as if
had the loan without
such deposit off the
debt. This probably
he took in many cases
unintentionally.

The position in

Rs 20

Should Note obtain
obligation instead of
in money. Form not
being described the form
suggested by the Law for
Execution of Minors
If the Estate not
up for sale in Execution

For orders

Boards Bo's: 18th Jan 078 No: 1035

1342

The Board reply to the Sol: inquiry regarding the Arabia parvam Estate in Limerick.

+ See Minutes of the case in Bo: 8th Dec 77 No: 5192.

It is + be considered that on the death of the late Zamindar of the late Zamindar leaving widows & minor sons the estate was not taken under the Court of Wards but left under the management of a man who had been nominated by the deceased Zamindar. This man mismanaged things & burdened the estate while he has been unable to recover since it has come under the proprietor who accordingly

Jan Solicitor Madras 1877 vol

Ex. Atty Genl. 4½ Jp

Limit. 5/-

as per last Letter Mad

Sam the papers — Rs Nine

will not exceed 10.0.0 Rs

— Peischkush 4 307 / 5693

Rs. 6000 due Estimate enclosed
3437 — for arrears of Peshcush
6000 Rqd. for repairs

6437. as per Advt. Rs.

Rs. 7000. as per Sol: Gen: Expenditure Advt Rs

In my reply I assume that the creditors with whom the Petitioner has entered into engagements to pay his debts will be willing to wait for the Zamindar Peshcush for Fasli 1287 Rs. 7000 till the Petitioner has had an opportunity of realizing the assets of the Estate. I do not think that the Petitioner has any right to expect that the Government will remit any portion of the Peshcush due to it. The Estate is in debt to the extent of Rs. 24417 and the Peshcush for Fasli 1287 is Rs. 7000 and the Petitioner has had the Estate under his management for 15 years. I do not think that the Petitioner has any claim to have the Peshcush reduced on account of the Famine. The Famine did not affect the Estate in any way. The Estate is a very valuable one and the Petitioner has had ample time to pay off the debts. I do not think that the Petitioner has any claim to have the Peshcush reduced on account of the Famine. The Famine did not affect the Estate in any way. The Estate is a very valuable one and the Petitioner has had ample time to pay off the debts.

Submitted for the Board's orders.

[illegible]

asked for. For
help. The Board
thought nothing
could be done but
for. directed the
Collector to make
certain inquiries
& interview the
Zemindar's creditors.

The result is that
the Collector thinks
that now Rs 70,000
would clear off
everything & that
of land to the Zemindar
on a low rate of
interest it could be
paid off back
in 15 years.
The Board recommend
the money should
be lent by Govt. as
the difficulties of the
Zemindar are
not due to his
mismanage-
ment.

5692
3150
2542

how the margin is
upto 70000 in 15 years
what would be about
4500 per annum you say
Support the proposition
I cannot understand

The enclosure given in
statement of Collector
Margin 7000 R annually
but this only leaves 3000
which will pay 4307
Pesheush -!

I concur in examination
of Petition & Petition
Petition can be accepted
but it seems to me

Shall the Petitioner
write to Secy in Madras
& the advance
Secy if will be best
& Collector accordingly

B 13/7

the average income
of the Estate for the
last eleven years
has been Rs 13,800
but for reasons given
the Board would
not ascertain also it
in future above 10,000
Rs per annum as
suggested by the
Manager of the
estate. L.S.

G.W.

Avadiapuram State
Tinnevelly

D. 2662

I do not deem it right to grant a loan without my obtaining both their specific securities for Indian Estates &c. This is the fair security especially under the circumstances of the case. Mr. Nelson's letter & Temple's report & application &c &c are returned herewith

[illegible] 16/8

C 9-7-78.
R 15-7-78.
Recorded 17-7-78.
S 19-7-78.
D C 24-7-78.
M 24-7-78.

Revenue department.

Do 10[illegible]7

1342.

Proceedings of the Madras Government

Under date the 22 July 1878

Read the following

Papers.

Board's Proceedings

dated 18th June 1878 No 1675.

Letter from Govt Madras.

dated 6 August 1878 No 86.

regarding the loan to the Zemindar of Avadiapuram

In consideration of the fact that the present embarrassed condition of the Zemindar of Avadiapuram is not the result of his own improvidence

Or.

or mismanagement and might have been averted by the timely intervention of the Court of Wards. His Grace the Governor in Council resolves on a mortgage of the Estate to lend the money necessary to pay it and repair the works of irrigation.

2. The sanction of the Govt of India will be at once sought but as the urgency is excessive the Collector of Tinnevelly is authorized forthwith to open negociations with the creditors, on the understanding that the amount of Rs 70,000. named by him includes a sum not exceeding Rs 60,000 for final settlement of all private debts and Rs 6,000 to be expended under the inspection of the P.W. Deptt on irrigation repairs, and also that the balance will clear the Peshcush arrears.

All suits against the Zemindar must be withdrawn.

3. In coming to a settlement with the creditors and in determining the form of mortgage bond the Collector will act in close consultation with the Govt Pleader. The Estate must be entirely made over to Govt management and the interest on the money

lent.

Loan will be at the rate
of 4 1/2 per cent per annum

Two Copy to the Board of Revenue ordered by
per Collector order by Chairman per order by
one the Government and Chairman per order by
to the Accountant General
three the Treasurer Staff as per Report

G.O.

Loan to the Zemindar of Avadiapooram

No 86

Madras 13 August

From 6th August 1878

A. W. Handley Esqre
Government Pleader
Madras

To C. G. Master Esqre
Secretary to Government
Revenue Department

Sir

In reply to your official Memo of the 27th Ultimo No 155 forwarding papers relating to the proposed loan to the Zemindar of Avadiapooram Tinnevelly District, I have the honor to submit the following opinion and to return all the papers.

2. Opinion

(1) The papers before me do not afford the necessary information upon two subjects which must form important elements in the determination of the question referred to me, viz the nature of the

debts

debts with which the estate is burdened and the present state of the family, i.e. of what numbers it consists and how many are minors. As however to obtain accurate information upon these points would take some time, especially with regard to the debts which appear to be of very long standing, and as I understand that any assistance given by Government to the Zemindar would be gracious at once to be of any use, I will advise upon the case as best I can with the materials before me.

121 I think that under the circumstances of this case, whatever the origin of the debts may have been, the proposed loan to the Zemindar may be made a legal charge upon the estate and cannot be disputed hereafter by any future successor to the Zemindary. The tendency of recent decisions has been considerably

considerable to relax the strictness of the rule as to what debts contracted by the Head or Manager of a Hindu family are binding on the inheritance. (See Giridhari Lall & Kanhai Lall Law Reports 1 Ind. ap. p. 321) But without going into an exposition of the law as it seems now to stand upon the decided cases it is sufficient to say that the present case seems to come fairly within the principles laid down in the A.B. case of Pursad Pandey v. Mahpaul Koonwaree (6 Moore's Ind. ap. p. 393) which has always been considered a leading case on this subject. It is there laid down, in words quoted with approval by the Judicial Committee in the more recent case referred to above — "Where in the particular instance the charge is one that a prudent owner would make in order to benefit the estate, the bona fide lender is not affected by the

precedent

1342
17

which are on the face of them
not binding on the family,
such for instance as the debt
of Rupees 7000 mentioned in
para 5 of the Collector's letter
of 10th May 1878 enclosed in
the Proceedings of the Board
of Revenue of 18th June 1878
No. 1,675, as having been
contracted to reimburse the
defaulting manager for losses
sustained by his being compelled to
pay up a part of his defalcations.

I have the honor to be
Sir
Your Most Obedient Servant
J W Bazley
Government Pleader

But funds of the
family can be
borrowed (see
letter from
H. Lowis to the
Dr the Under
Secy Jan 1879
& petition of
Estate &

C 20-8
A 21—

TO

HIS GRACE THE MOST NOBLE
THE DUKE OF BUCKINGHAM
AND CHANDOS G. C. S. I.,
GOVERNOR IN COUNCIL.

MADRAS.

THE HUMBLE MEMORIAL OF POOLEY SIVAGANA TAVER ZEMINDAR OF AUVOODIAPOORAM IN THE TINNEVELLY DISTRICT.

RESPECTFULLY SHEWETH,

That your Memorialist most respectfully begs to approach your most Noble Grace in Council with a brief representation of his distressing circumstances, and humbly requests that your Grace will accord to the same your best consideration, and grant him redress.

2. That your Memorialist is the present proprietor of the estate of Auvoodiapooram in the Tinnevelly District. It is a sunnud Milkiut Istimirar Zemindary paying an annual Assessment of Rs. 5,000 to Government.

3. That when your Memorialist became the proprietor of the estate he found the Zemindary involved in a debt of Rs. 50,000 and odd unfortunately contracted by his father the late proprietor of the estate. That when his father was alive he appointed one Kausucudy Valoyuthumpillay of Tinnevelly in 1859 as Manager of the estate with a view to clear the debts, and within the short space of 3 months after this appointment he died. Your Memorialist was then 6 years old.

4. That on the death of your Memorialist's father, the Zamindary was not placed in charge of the Court of Wards when it would have been admirably managed, and the debts would have been cleared from the surplus receipts as was the case with the estates of Ooreaud and Singumputty in the same district, but unfortunately to your Memorialist it was permitted to remain in charge of the said Valoyuthumpillay, and the liabilities remained all along undiminished. That his management lasted for a period of 12 years, and he furnished nominally accounts of receipts and disbursements to the Court of Wards.

5. That the Manager was guilty of gross misappropriations, and they were carefully watched and discovered when your Memorialist attained the age of 16 years, and then he preferred a complaint against him in 1869 to C. T. Longley Esquire the then Collector of the District. He did not take up the matter in hand and he allowed it to remain unnoticed, but Mr. Puckle his successor and the present Acting third Member of the Board of Revenue took up the matter, and commenced with the investigation of the subject. The Manager then came forward, and admitted the misappropriation, and executed a deed of contract in 1871 to the *Collector as Agent of the Court of Wards* binding himself to liquidate the debt of Rs. 61,000 then due by the estate, before it was formally made over to your Memorialist on attaining his majority, and this arrangement has met with the approval of the Court of Wards.

6. That the Manager accordingly paid the sum of Rs. 14,000 the amount of the first instalment but he did not pay the balance or the remaining instalments. That the late Collector thereupon brought the matter to the notice of the Court of Wards, and requested their sanction to attach and sell his property according to the terms of his contract bond, but the Court of Wards expressed as their opinion that your Memorialist should seek redress in the established Courts of Adawlut. If the Court of Wards had enforced the terms of the contract bond as stipulated therein, the debts would have been cleared, and the estate would be free from all encumbrances.

7. That as the said Manager has been, and is even now transferring his property to others by mortgage, sale &c, he finds it rather difficult to execute the terms of the bond, but your Memorialist respectfully begs to submit that the execution of the terms of the contract bond rests with the Court of Wards who have not been favorably disposed to help him in his present difficulties.

8. That your Memorialist finds it very difficult notwithstanding all his exertions to clear the said debts, and unless the Government choose to help him in his present difficulties his case is hopeless, and it will irretrievably be lost, and the estate sold for the satisfaction of the debts. Your Memorialist is extremely sorry to lose an ancient estate on account of the debts unwisely contracted by his father.

9. That there was an arrear of Government demand against the estate of Rs. 4,000 for Fusly 1285, and at the request of your Memorialist the estate has been placed under the management of the Collector since August 1876. The arrears of Fusly 1285 have been cleared. The assessment of Fusly 1286 is still due.

10. That the estate yields an average annual income of Rs. 15,000 of which Rs. 5,000 goes towards assessment, Rs. 1,800 towards maintenance, and the residue will go towards clearing the debt and if this course is adopted the debt will be cleared in the course of a few years.

11. That the new Civil Procedure Code or Act X of 1877 which is to come into force from 1st October next contains provisions to afford relief for debtors by placing the landed properties under the management of the revenue authorities with the sanction of the Court, and the debts to be cleared from the income of the estate. He humbly requests that such a concession may be accorded to him, as he entertains a firm hope that the estate will be economically managed and the debts will be very soon cleared.

12. That under the foregoing and other circumstances he most earnestly entreats your most Noble Grace in Council who is of Royal descent, to accord to his pitiful case your best and favorable consideration, and issue the necessary instructions to enforce the terms of the contract against the late Manager according to his agreement or place the estate under the management of the Revenue authorities till such a time as his debts are liquidated. Your Grace will thereby confer a lasting obligation on him and on his large family

MADRAS,
AUGUST 1877.

SHALL EVER PRAY.

Statement Showing the instalment in which the loans proposed to be given to Arunday apuraam Lenindas can be re-paid

1342
8-00
Revenue.

Number of Years	Principal	Interest @ 5 per cent	Probable amount available for the reduction of the principal	
I	70000	3500	3500	
II	66500	3325	3675	
III	62825	3141	3859	
IV	58966	2948	4052	
V	54914	2746	4254	
VI	50660	2533	4467	
VII	46193	2310	4690	
VIII	41503	2075	4925	
IX	36578	1829	5171	
X	31457	1573	5427	
XI	26030	1302	5698	
XII	21332	1067	5933	
XIII	15399	770	6230	
XIV	9169	503	6497	
XV	2672	134	6806	4194 Excess.
		29206	75194	

Sdg A. B. Pennington
Collector.

Received

Sdg Colton
Acting Secretary.

Sdg

Jeminwell
10th May 78.

No 706.

1345

From.

L. B. Jennings Esqre
Collector of Jeminwell.

To. The District Judge
Jeminwell.

Sir,

With reference to your letters No. 750 & 754, dated 26th & 29th Apr. 78 respectively, I have the honor to enclose a Statement setting forth the results of enquiries made as to the possibility of raising funds from the sources described by the Zemindar. It will be observed from it that the Estimate of Valuation is much below that given by the Zemindar, and cannot be realized with any certainty.

2. I may observe further that the Estate has been under the Tahsildars Management attached for arrears of revenue for the last two years, during which time the Proceeds have been inadequate even to clear off the Peishcush, Rs 4307. 3. " per annum and that a sum of Rs 3437. 8. 8 is still in arrears.

3. I might perhaps to add that I am corresponding to Govt. on the same subject and suggesting that the Estate might be cleared of debt by an immediate loan at a reasonable rate of interest, and it is possible they may consent to make it.

I have

Shaw & Co
S. A. L. B. Pennington
Collector

1342
23

True copy
S. A. L. B. Pennington
Collector.

True copy

Asst. Secretary.

Sumerelly Dist Court
26th Oct. 77.

No. 750.

1329

From

The District Judge
Sumerelly.

To The Collector of
Sumerelly

Sir,

I am forwarding herewith Copy of petition No. 592 of 1877, presented by Pondericsa Rao, Vakil for the Defendant in Original Suit No. 12 of 1875, I have the honor to request to be informed what chance there would be of the debts being liquidated if the Estate were retained under management.

I have &c.
Sd/ T. C. Carr
District Judge.

True Copy
Sd/ J. B. Pennington
Collector

True Copy

Acting Secretary.

Sumerelly Dist Court
26th Oct. 1877.

No. 750.

From

The District Judge
Sumerelly.

To The Collector of
Sumerelly

Sir,

I am forwarding herewith Copy of petition No. 592 of 1877, presented by Pondericsa Rao, Vakil for the Defendant in Original Suit No. 12 of 1875, I have the honor to request to be informed what chance there would be of the debts being liquidated if the Estate were retained under management.

I have &c.
Sd/ T. C. Carr
District Judge.

True Copy
Sd/ J. B. Pennington
Collector

True Copy

Acting Secretary.

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Smelo:
In Vol. Pol.
7 18 Sume 178.
No 6675
Do. Sue Lee to Clerk
Do.

Rec 4/26 2/78

the trees and in consequence the trees are to be sold on conditions of cutting and removing them. To carry out this arrangement would take at least a year. The Zemindar is not in a position to sell the home farm lands at Pannaiyur as the village has been sold by him to his brother and there and a bond registered to that effect. The remaining home farm lands are not in a state to attract people to purchase and moreover they are inclined in a hypothecation deed. —

3. The lands which have been illegally mortgaged by the Manager during the Zemindar's minority may fetch an extra sum of Rs. 15,000 if sold.

The lands in question measure K. 34 - m. 19 - p. 6½ and are mortgaged by 16 individuals for Rs. 11,940 in the years 1868 and 1869 when Vela. - Pudam Pillai was manager and the Zemindar's Mother Guardian. The mortgagees pay an annual rent of Rs 5 a Kottah as per mortgage deed. It does not appear that these lands can be sold for a larger sum than the mortgage amount nor are they worth more.

It does not appear that the Zemindar will be benefited by the sale of these lands as debts. - Standing an Ameen from the Dt. Court has come to attach the Estate for a decree debt due by the Zemindar to the Estate on these lands at the Arrackpattam Chetty. The Estate is at present under Govt. attachment for the arrears of Peishcush Rs. 2,240-15-0 up to Fasli 1286 and the Ameen says that he would attach the Estate without prejudice to the Govt. attachment. The Manager wants to know whether this can be allowed. If the Estate were sold by any attachment the purchaser will be liable to pay the arrears of Peishcush and in default those lands are objection to proceed against the Estate. The Peishcush of the current year is also in arrear. These arrears when accumulated are difficult to be collected. Moreover in considering confusion arising from the Summary Suits between the Zemindar and the Pannaiyar tenants, it does not appear that the arrears of rent against those tenants can be easily collected. It would therefore be better if the Estate were allowed to be sold by the Civil Court and the arrears of Peishcush collected from the purchaser.

By A. B. Pennington
Collector. /True copy/

By A. B. Pennington
Collector. /True copy/

Acting Secretary

Abstract of Sankaranarain's Covil Tahsildar's Arzi No 563 of 1877 on Sr. P. No 392/877 of Avudaiyapuram Zemindar to the District Court showing the means to clear off the debts against his Estate.

Items given by the Zemindar in his petition and the amounts	Manager's account	Tahsildar's opinion	Remarks
The average of the years for the collection of rent in Kind and money would amount to Rupees 15,000 per annum. Of this Rupees 5048-15-4 will have to be debited on account of Peishcush and Road Cess Rs 1,800 for the Zemindar's maintenance and Rs. 600 to meet the Costs of management Deducting these 7448-15-4, these remains Rs. 7551-0-8.	The 11 years average income of the Estate as per margin from Fusli 1276 to 1286 amounts to Rs. 138823-1-1. There was an increase in the assets up to Fusli 1278; because the then sufficient supply of water permitted both the Nanja and Punjah cultivation to a great extent and the Zemindar had made home-farm lands: Subsequently the home farm lands being alienated by mortgage &c and the channels & tanks being out of order for want of proper repair the income gradual-ly decreased. Hence the income may be estimated to Rs.	Fusli Rs. Rs. A. P. 1276 . 20565 - 4 - 3 1277 . 24287 - 12 - 3 1278 - 25425 - 1 - 4 1279 . 13114 - 2 - 8 1280 - 8325 - 2 - 7 1281 - 6796 - 2 - 2 1282 - 15841 - 14 - 4 1283 : 7380 - 4 - 4 1284 . 15399 - 14 - 2 1285 - 7462 - 4 - 6 1286 - 7455 - 7 - 2 Total. 152053 - 12 - 9 average 13823-1-1¾	It cannot be assumed that the weather will always be favourable. The Estate is at present involved in a debt of Rupees 60000, and a further debt of Rupees 6000 must be Contracted for the repairs. The interest on these Sums will be about Rupees 8000. To meet this and the Sirkar annual expenses of Rs. 7548-15-3 the income of the Estate even taken to be 15,000 will not suffice. Under these circumstances there is no way of clearing off the principal and of the income.	

Rupees 10,000; whereof a Sum of Rupees 2451-0-9 will be sur-plus, deducting the Peishcush, Road Cess, Zemindar's maintenance and the management Costs all amounting to 7548-15-3. But if the Channels and tanks be repaired at a Cost of Rs. 6000 and if the weather be favourable the income may come to Rs. 15,000 per annum.

2. Land to the Estate of 30 Kottahs and 10,000 Cul. -mirahs forming the home farm are in the Zemin-dar's possession. These are worth 13,000 Rs and may be sold.

Items.	Estate.	Value.
Palmyrahs.	1070	8025-0-0
Jamun and Vea Topes	3	172-4-3-0-0
Nanja under mortgage	3 K 12 P	576-0-0
Within Zemindar's possession	3 K 15	1500-0-0
Punjah in do	do do P.	1000-0-0
Within Punaiyur	K. 9 P.	825-0-0
Kanavai tree		1000-0-0
Total		13,000-0-0

The value of the property as per margin is Rs 13,950 of which Vea Seems to have been made to defraud the Creditors. The properties are however for the 12 annas a seasons let from by the Manager but to be dis-posed of Early.

The alleged Sale of Punaiyur Village by the Zemindar's brother to Palmyrahs Seems to have been the valued at Rs. 8025 at 12 annas a Season but three below

The alleged Sale of Punaiyur Village by the Zemindar's brother to Palmyrahs Seems to have been made to defraud the Creditors. The properties are however for the 12 annas a Season but three below

is owned by the tenants who are very poor and unable to purchase the

1347/29

No. 1,675.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 18th June 1878.

Read the following letter from J. B. PENNINGTON, Esq., Collector of Tinnevelly, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated 10th May 1878, No. 353:—

I HAVE the honor to submit the following report on the petition of the Avudayapuram Zemindar as required in the Miscellaneous Proceedings of the Board, No. 1,172, dated 1st February 1878.

2. I should begin by stating that I was called upon by the District Judge for a very similar report in his letter, No. 750, dated 26th October 1877 (copy enclosed), and beg to forward a copy of my reply thereto from which it will be seen that, in the opinion of those best qualified to judge, the estate is incapable of discharging the debts with which it is weighed down, and that the Zemindar is practically insolvent.

3. I have, however, now had an interview with the creditors as required in the order of Government, and have come to the conclusion that a sum of Rupees 70,000 in ready money *now* at a low rate of interest would clear off every thing.

4. If therefore the Government were pleased to lend the Zemindar such a sum at a reasonable rate of interest, say 4 or even 5 per cent., it would, I believe, be feasible to restore the estate to the Zemindar in about fifteen years free from all incumbrance as shown in the enclosure. It seems likely that about Rupees 13,000 may be raised by the sale of the Zemindar's title to certain home farm lands, &c., which will of course go to reduce the principal debt and hasten the period of its final liquidation.

5. With reference to the Board's remark in paragraph 6 of their report to Government, dated 8th December 1877, No. 5,192, to the effect that pressure should have been put upon the late Manager Velayudam Pillai to enforce fulfilment of his engagement, I have the honor to point out that his property was attached and he was actually compelled to pay Rupees 24,000 as reported in the Collector's letter, No. 84, dated 4th March 1871, embodied in Court of Ward's Proceedings, No. 1,427, dated 31st March 1871; and I may add that part of the debt under which the estate is now laboring consists of a sum of Rupees 7,000 *borrowed* in order to reimburse the said Velayudam Pillai on account of the losses he had sustained by the Collector's action.

6. The Zemindar's allusion to the new Code of Civil Procedure was apparently made under the idea that Government might be induced to take action under Section 320,

ENCLOSURE No. 1.

From F. C. CARR, Esq., District Judge of Tinnevelly, to the Collector of Tinnevelly, dated 26th October 1877, No. 750.

IN forwarding herewith copy of petition No 592 of 1877, presented by Pandurenga Rao, Vakil for the defendant in Original Suit No. 12 of 1875, I have the honor to request to be informed what chance there would be of the debts being liquidated if the estate were retained under management.

(True Copy.)

(Signed) J. B. PENNINGTON,
Collector.

ENCLOSURE No. 2.

From J. B. PENNINGTON, Esq., Collector of Tinnevelly, to F. C. CARR, Esq., District Judge of Tinnevelly, dated 10th May 1878, No. 706.

WITH reference to your letters, Nos. 750 and 754, dated 26th and 27th October 1877, respectively, I have the honor to enclose a statement setting forth the results of inquiries made as to the possibility of raising funds from the sources described by the Zemindar. It will be observed from it that the estimate of valuation is much below that given by the Zemindar, and cannot be realized with any certainty.

2. I may observe further that the estate has been under the Tahsildar's management attached for arrears of revenue for the last two years, during which time the proceeds have been inadequate even to clear off the peishcush, Rupees 4,307-3-0 per annum, and that a sum of Rupees 3,437-8-8 is still in arrears.

3. I might perhaps to add that I am reporting to Government on the same subject and suggesting that the estate might be cleared of debt by an immediate loan at a reasonable rate of interest, and it is *possible* they may consent to make it.

(True Copy.)

(Signed) J. B. PENNINGTON,
Collector.

ENCLOSURE No. 3. A

STATEMENT showing the Instalment in which the Loan proposed to be given to Avudayapuram Zemindar can be repaid.

Number of years.	Principal.	Interest at 5 per cent.	Probable amount available for the reduction of the principal.	Remarks.
	Rs.	Rs.	Rs	
I	70,000	3,500	3,500	
II	66,500	3,325	3,675	
III	62,825	3,141	3,859	
IV	58,966	2,948	4,052	
V	54,914	2,746	4,254	
VI	50,660	2,533	4,467	
VII	46,193	2,310	4,690	
VIII	41,503	2,075	4,925	
IX	36,578	1,879	5,121	
X	31,357	1,573	5,427	
XI	26,030	1,302	5,698	
XII	21,332	1,067	5,933	
XIII	15,399	770	6,230	
XIV	9,169	503	6,497	
XV	2,672	134	6,866	4,194 excess.

(Signed) J. B. PENNINGTON,
Collector.

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ENCLOSURE No. 4.

ABSTRACT of Sankaranainar Kovil Tahsildar's Arzi, No. 563 of 1877, on Miscellaneous Petition, No. 592, 1877, of Avudaiyapuram Zemindar to the District Court, showing the means to clear off the debts against his estate.

Items given by the Zemindar in the petition and the amounts expected to be raised.	Manager's account of it.	Tahsildar's opinion.
1. The assets of the estate by the collection of rent in kind and money would amount to Rs. 15,000 per annum, of this Rs. 5,048-15-4 will have to be debited on account of peishcush and road-cess; Rupees 1,800 for the Zemindar's maintenance, and Rs. 600 to meet the costs of management. Deducting these Rs. 7,448-15-4, there remains Rs. 7,551-0-8.	The 11 years' average income of the estate as per margin from Fasli 1276 to 1286 amounts to Rs. 13,823-1-1. There was an increase in the assets up to Fasli 1278, because the then sufficient supply of water permitted both the Kar and Peshanam cultivation to a great extent and the Zemindar had much home farm lands; subsequently the home farm lands being alienated by mortgage, &c., and the channels and tanks being out of order for want of proper repair the income gradually decreased. Hence the income may approximately be estimated at Rupees 10,000, wherein a sum of Rupees 2,451-0-9 will be surplus, deducting the peishcush, road-cess, Zemindar's maintenance, and the management costs, all amounting to 7,548-15-3. But if the channels and tanks be repaired at a cost of Rupees 6,000, and if the weather be favorable the income may come to Rupees 15,000 per annum.	It cannot be assumed that the weather will always be favorable. The estate is at present involved in a debt of Rs. 60,000, and a further debt of Rupees 6,000 must be contracted for the repairs. The interest on these sums will be about Rupees 8,000. To meet this and the other annual expenses of Rs. 7,548-15-3, the income of the estate even taken to be 15,000 will not suffice. Under these circumstances there is no way of clearing off the principal out of the income.

Fasli.	Beriz. Rs.	A.	P.
1276	20,565	11	3
1277	24,287	12	3
1278	25,425	1	4
1279	13,114	2	3
1280	8,325	2	7
1281	6,796	2	2
1282	15,841	14	4
1283	7,380	4	4
1284	15,399	14	2
1285	7,462	4	6
1286	7,455	7	2
Total ..	1,52,053	12	9
Average ..	13,823	1	1¼

2. Land to the extent of 30 Kottahs and 10,000 Palmyras forming the home farm are in the Zemindar's possession. These are worth 13,000 Rupees and may be sold.	The value of the property as per margin is Rupees 13,950, of which the palmyras valued at Rs. 8,025 at 12 Annas a tree belong to the Zemindar, while their footland is owned by the tenants who are very poor and unable to purchase the trees and in consequence the trees are to be sold on condition of cutting and removing them. To carry out this arrangement would take at least a year. The Zemindar is not in a position to sell the home farm lands at Panaiyur, as the village has been sold by him to his brother and others and a bond registered to that effect. The remaining home farm lands are not in a state to attract people to purchase and moreover they are included in a hypothecation deed.	The alleged sale of Panaiyur village to the Zemindar's brother, &c., seems to have been made to defraud the creditors. The properties are however for the reasons set forth by the Manager not to be disposed of easily.

Item.	Extent.	Value. Rs.
Palmyras .. No.	10,700	8,025
Tamarind &c. topes ..	172	430
Wet under mortgage Rs.	12½	375
Wet in Zemindar's possession .. K.	15	1,500
Dry in Zemindar's possession .. Ca.	½	1,000
Wet in Panaiyur K.	5½	1,125
Karuvai trees ..		1,000
Total ..		13,950

ABSTRACT of Sankaranainar Kovil Tahsildar's Arzi, No. 563 of 1877, &c.—*(Continued)*.

Items given by the Zemindar in the petition and the amounts expected to be raised.	Manager's account of it.	Tahsildar's opinion.
3. The lands which have been illegally mortgaged by the Manager during the Zemindar's minority may fetch an extra sum of Rs. 15,000 if sold.	The lands in question measure 34 K. 19 M. 6½ P. and are mortgaged to 16 individuals for Rupees 11,940 in the year 1868 and 1869 when Velayudam Pillai was Manager and Zemindar's mother guardian. The mortgagees pay an annual rent to the estate on these lands at Rupees 5 a Kottah as per mortgage deed. It does not appear that these lands can be sold for a larger sum than the mortgage amount nor are they worth more.	It does not appear that the Zemindar will be benefited by the sale of these lands notwithstanding an Amin from the District Court has come to attach the estate for a decree debt due by the Zemindar to one Arusappan Chetti. The estate is at present under Government attachment for the arrears of peishcush, Rupees 4,340-15-0, up to Fasli 1286, and the Amin says that he would attach the estate without prejudice to the Government attachment. The Manager wants to know whether this can be allowed. If the estate were sold by any attachment the purchaser will be liable to pay the arrears of peishcush and in default there seems no objection to proceed against the estate. The peishcush of the current year is also in arrears. These arrears, when accumulated, are difficult to be collected. Moreover, in considering confusion arising from the summary suits between the Zemindar and the Panaiyur tenants, it does not appear that the arrears of rent against those tenants can be easily collected. It would therefore be better if the estate were allowed to be sold by the Civil Court and the arrears of peishcush collected from the purchaser.

(Signed) J. B. PENNINGTON,
Collector.

(True Copy.)

(Signed) J. B. PENNINGTON,
Collector.

SUBMITTED to Government with reference to G.O., dated 18th January 1878, Petition Department.

2. At the time of the late Zemindar's death the estate was burdened with a debt of over Rupees 64,000, but was free from all arrears of peishcush; it has been grievously mismanaged since and the private debts amount to about Rupees 60,000 besides arrears of peishcush, for which the estate is now held under Government management, amounting to Rupees 3,437. The irrigation works are, moreover, very much out of repair, and it is estimated that Rupees 5,000 will be required for the necessary repairs. The income from the estate, according to the accounts of the last eleven years, has averaged Rupees 13,800; but there has been a considerable decrease in the later years of the series owing to the disrepair of the irrigation works and alienation of home farm lands, and the Manager of the estate considers that the income cannot be estimated at a higher sum than Rupees 10,000 per annum under existing conditions. Mr. Pennington should have given all these material particulars in his covering letter instead of leaving the Board to gather them from the enclosures.

3. The Collector suggests a loan of Rupees 70,000 to be paid off with interest at 5 per cent. in about fifteen years. Had the present difficulties been due to the present Zemindar's mismanagement, the Board could not have supported the proposal,

but as, although mismanagement was reported, the estate was not taken under the Court of Wards, in which case the existing difficulties would have been averted, the Board resolve to submit the matter for the favorable consideration of Government.

(True Copies and Extract.)

(Signed) C. A. GALTON,
Acting Secretary.

To the Secretary to Government, Revenue Department, with Petition returned and copies of four enclosures.

Copy to the Collector of Tinnevelly.

Exd. W. H. French.

1878.

Board of Revenue,

MADRAS.

PROCEEDINGS, 18TH JUNE 1878, No. 1,675.

Read

Received

JUNE.

No. 1,675.

Avudaiyapuram Estate — in Tinnevelly District.—Submitting for favorable consideration of Government Collector's suggestion for the grant of a loan of Rupees 70,000 to the Zemindar of — for the liquidation of his debts.

No. 1675

Proceedings of the Board of Revenue.
Dated 18 June 1878.

Read the following.—

No. 353.

From.

J. B. Pennington Esqre.
Collector of Tinnevelly.

To. C. A. Galton Esqre.
Secretary to the Board of Revenue
Madras.

Sir,

I have the honor to submit the following report on the Petition of the Avudaiyapuram Zemindar as required in the Proc: of the Board, No. 1172, dated 1st Feby 1878. —

2. I should begin by stating that I was called upon by the District Judge for a very similar report in his letter, No. 750, dated 26th October 1877, (Copy enclosed), and beg to forward a copy of my reply thereto, from which it will be seen that, in the opinion of those best qualified to judge, the Estate is incapable of discharging the debts with which it is weighed down, and that the Zemindar is practically insolvent.

3. I have however now had an interview with the Creditors as required in the order of Govt., and have come to the conclusion that a sum of Rupees 70,000 in ready money now at a low rate of interest would clear

Off Privy Mins.

4. If therefore the Govt. were pleased to lend the Zemindar such a sum at a reasonable rate of interest, say 4, or even 5 per cent, it would, I believe, be feasible to restore the Estate to the Zemindar in about 15 years free from all incumbrance as shown in the Enclosure. It seems likely that about 13,000 Rs. may be raised by the Sale of the Zemindar's title to certain Home farm lands &c. which will of course go to reduce the principal debt and hasten the period of its final liquidation.

5. With reference to the Board's remark in para 6 of this Report to Govt., dated 8th December 1877, No. 5792, to the effect that pressure should have been put upon the late Manager Velayudam Pillai to enforce fulfilment of his engagement I have the honor to point out that his property was attached and he was actually compelled to pay Rs. 24,000 as reported in the Collector's letter, No 84, dated 14th March 1871, embodied in Court of Wards' Proc., No 1427, dated 31st March 1871; and I may add that part of the debt under which the Estate is now labouring consists of a sum of Rs. 7000 borrowed in order to re-imburse the said Velayudam Pillai on account of the losses he had sustained by the Collector's action!

6. The Zemindar's allusion to the new Code of Civil Procedure was apparently made under the idea that Govt. might be induced to take action under Section 320.

Have &c.
L.d. S.B. Pennington
Collector

Ootacamund
10th May 1878.

Submitted to Govt. with reference to G.O. dated 18th January 1878, Revenue Dept.

2. At the time of the late Zemindar's death the Estate was burdened with a debt of over Rs. 64,000, but was free from all arrears of Peishcush; it has been grievously mismanaged since and the private debts amount to about Rs. 60,000 besides arrears of Peishcush, for which the Estate is now held under Govt. Management amounting to Rs. 3,437. The irrigation works are moreover very much out of repair, and it is estimated that Rs. 6000 will be required for the necessary repairs. The income from the Estate as per the accounts of the last eleven years has averaged Rs. 13,800 but there has been a considerable decrease in the later years of the series owing to the disrepair of the irrigation works and alienation of home farm lands, and the Manager of the Estate considers that the income cannot be estimated at a higher sum than Rs. 10,000 per annum under existing conditions. Mr. Pennington should have given all these material particulars in his covering letter instead of leaving the Board to gather from the enclosures.

3. The Collector suggests a loan of Rs. 7,000 to be paid off with interest at five per cent in about 15 years. Had the present difficulties been due to the present Zemindar's mismanagement the Board could not have supported the proposal, but as although mismanagement was reported the Estate was not taken under

the

the Cost of Wards in which case the present Existing difficulties would have been averted the Board resolve to submit the matter for the favourable consideration of Govt.

I have &c &c

Col Sexton
Acting Secretary.

To The Secretary to Govt. N.D.
With Petition rtd & copies of
4 Encls:

1342
3H

No. 2662

Colo. of the Bds. of Rev

Dated 18 June 178.
Dispd
Rect 21

Ent

S.D. No 1307 22 May 1878

Submitting to Govt
with Remarks letter from
the Collector of Jaffnapatam
reporting on the Petition
of the Lemindar of Ava-
-diarpuram