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MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.	852	Press
B.P. No.		Mis.
Dated	24. 6. 1968	196 .

Not to be folded or roughly handled

No. 262. Read the following Proceedings of the Board of Revenue, dated 6th June 1876, No. 1,489:—

Read the following letter from G. D. LEMAN, Esq., Collector of the Kistna District, to C. A. GALTON, Esq., Acting Secretary to the Board of Revenue, dated Masulipatam, 29th May 1876, No. 863.

I HAVE the honor to submit herewith two petitions presented by Makerla Venkataswami Nayudu, one of the arrack contractors of the district.

Taluqs.	Rents, RS.
Gudivada...	9,350
Nandigama ...	12,500
Nuzvid ...	8,050
Narasarowpeta ...	7,550
Sattanapalli ...	6,200
Palnad ...	13,100
Vinukonda ...	4,150
Bapatla ...	14,000
	74,900
	3
	2,24,700

2. The taluqs that he has rented and the yearly assessment of each are given in the margin.

3. He asks in the first that a remission adequate to the loss sustained by him during the current year may be granted him.

4. He also asks in the second that his contract for the unexpired portion of the term of his lease may be cancelled.

5. Owing to ill-health, I believe, petitioner, who is nearly sixty, has suddenly become so aged that he seems to me unable to manage any longer this business, which extends over so many taluqs. He has a son who is useless, and can be no help to him. To suffer him to hold the contract to the full term of his license will prove prejudicial both to the interests of himself and of Government, as he will certainly be a heavy loser and the sub-renters will, from want of supervision, become demoralised and more difficult of management by future contractors.

6. The amount payable by him during the three years of his lease is Rupees 2,24,700. He is hardly worth half the sum. He says he has incurred a heavy loss this year. I have nothing to verify his statement, but from what I know of his business, I quite believe him. His bids were far higher than they should have been at the sale.

7. Government may be certain of recovering a portion of the rent if the contract be continued, but that will be to his utter ruin.

8. I therefore strongly recommend that the Board will be pleased to cancel his contract at the end of this year, and give me permission to put it up again for sale for faslis 1286 and 1287. I must here inform the Board that, if these taluqs are resold, I apprehend there will be considerable loss to Government. I do not think that they will fetch more than half the sum that they have now been sold for. In case the Board accede to this proposal, I do not recommend that M. Venkataswami Nayudu should have any remission for the current year, as his difficulties are certainly due, in some measure, to his apathy and want of energy.

ENCLOSURES Nos. 1 and 2.—Petitions.

With the foregoing letter Mr. Leman submits two petitions from Makerla Venkataswami Nayudu, arrack contractor of certain taluqs of the Kistna District,

*Proceedings of the Madras Government, Revenue Department,
24th June 1876.*

praying for remission on account of the losses already sustained by him, and asking to be released from his engagement for the unexpired portion of the lease. The amount of the annual rents for which the latter is responsible is Rupees 74,900, and he furnishes statements to show that his losses during the first six months of the lease have amounted to Rupees 13,500. The Collector states that he has no means of verifying his assertion, but that he believes him to be a considerable loser, and that a continuance of his contract would end in his utter ruin. He recommends that his contract be cancelled from the end of the current fasli, and that the farm be resold for the next two faslis.

2. The Collector has not noticed the petitioner's allegations as to the difficulties which he has experienced in obtaining toddy for distillation and as to the licensing of arrack and toddy shops under the same roof, and does not state what notice was taken of his representations. He should have stated whether such assistance as the contractor had a right to expect was afforded, and whether he has any valid ground for complaint. The Board do not understand why Circular No. 58 of 1875, quoted in the petition, which appears to be right, was modified by No. 9 of 1876, or why a distinction is drawn in the latter between taluqs managed on the amani and sub-renting systems as regards the right to draw toddy from trees on Government lands. Clause 5 of the latter Circular is also vague, and implies that the toddy contractor is not, under all circumstances, bound to observe clause 5 of his contract.

3. It seems clear that to hold petitioner to the fulfilment of his contract would involve him in very serious loss, but he has no claim to be released from his engagement, as this result is probably the consequence of reckless bidding, the Acting Collector having, in his letter recorded in Board's Proceedings, dated 21st April 1875, No. 984, reported that the amount of the sales was much higher than had been anticipated. Considering, however, that the separation of the arrack and toddy rents may have upset calculations, and as the petitioner apparently attributes his losses mainly to the operation of the new system, the Board support the Collector's recommendation that the application for remission be rejected, but that the contract be cancelled from such date as the new contractor, on resale of the farm, is able to make arrangements for the supply of the district, provided the present contractor enters into a formal agreement to resign his contract and to make no demands upon Government on this account.

4. It is impossible, however, that the new arrangements can be completed by the commencement of the ensuing fasli as proposed by the Collector, as the interval does not suffice for publication of the intended resale, deposit of security, and the completion of arrangements by the successful bidder. The 1st August is probably the earliest date on which the change can be carried out; this, however, may be left to the Board to settle in communication with the Collector should the Government comply with this application, on which point early orders are solicited.

(A true Copy and Extract.)

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

*Proceedings of the Madras Government, Revenue Department,
24th June 1876.*

No. 263.

ORDER THEREON, 24th June 1876, No. 852.

Separate Revenue, No. 33.

Abkari.

THE contract will be cancelled from the date and on the condition named by the Board.

2. The Board will consider whether better terms may not be obtained by selling the lease of the remaining period of the present lease Taluqwar.

3. The Collector should be directed to adjust all the difficulties in the way of successful management of the arrack farm brought to notice in these petitions so far as may reasonably be claimed.

(True Extract.)

(Signed) D. F. CARMICHAEL,
Secretary to Government.

To the Board of Revenue.

Exd. F. R. Bantleman.

REVENUE

THE BOARD OF REVENUE

JUNE

Nos. 202-203.

G.O., 24th June 1876, No. 852.

Dated June, 24th.

Recd.

Arrack. Contract of certain farms of the Kistna District.—Cancelling, with certain instructions, the —.

30th June 1876

No. 984.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 21st April 1875.

Read the following letter from H. NEWMAN, Esq., Acting Collector of the Kistna District, to H. E. STOKES, Esq., Acting Secretary to the Board of Revenue, dated Masulipatam, 12th April 1875, No. 521:—

I HAVE the honor to report that the sale of the arrack and toddy farms was conducted by Mr. Leman on the 1st and 2nd April 1875, subject to the conditions specified in Notices Nos. II and III. published under the orders of the Board.

2. The names of the individuals who purchased the various farms, the amount of their bids, and the sums deposited by them, are shown below. The arrack sales were first commenced and they occupied a day. The toddy sales were conducted on the second day.

Bidders.	Taluqs.	Bids.	Deposits.
		RS.	RS.
<i>Arrack.</i>			
Rajah Bommadevara Vencata Narasimah Naidu, Bahadur, Zemindar	Bander	60,100	2,000
Lakkarazu Lukkarazu	Bezvada	20,050	1,600
Mallela Desapati	Guntoor	23,100	1,850
Mantripragada Durga Mallikharjana Rasada Row	Vissannapett	3,550	227½
	Gudivada	9,350	667½
	Nuzid Division	8,050	502½
	Nandigama	12,500	975
	Sattarapally	6,200	510
Makerla Venkataswami Naidu	Narsarowpet	7,550	727½
	Palnad	13,100	1,255
	Vinukonda	4,150	307½
	Total ...	1,67,700	10,622½
<i>Toddy.</i>			
Mantripragada Durga Mallikharjana Prasada Row	Bander	23,000	400
Vummadisetti Viraswami Naidu	Gudivada	5,000	400
Vemuri Ramachandra Somayajulu	Bezvada	6,050	400
Makerla Venkataswami Naidu	Repally	6,300	400
Zaluri Appa Row	Bapatla	6,050	400
Kondibhotla Ramalinga Sastri	Guntoor	7,500	400
Velidandla Lukshumi Narasayya	Nandigama	4,300	500
Zanga Channayya Naidu	Vissannapett Division	1,950	147½
	Total ...	60,150	3,047½

3. There were no bids for the arrack farms of Repally and Bapatla. These taluqs contain a large number of scattered stills now, as arrack is chiefly distilled from toddy there. The Amany system will necessarily reduce the number of distilleries. The reason given for the unwillingness of the purchasers of the other

PROCEEDINGS OF THE BOARD OF REVENUE,

Dated 6th June 1876.

Read the following—

No 863

From

G. D. Leman Esquire

Collector of

Kistna District.

S

C. A. Galtier Esquire

Acting Secretary to the

Board of Revenue

Madras

Sir

I have the honor to submit herewith two Petitions presented by Mahesha Venkata-Swami Nayadu, one of the arrack Contractors of the District.

2. The Salays that he has rented and the yearly assessment of each are given

farms to bid for these was the difficulty of carrying the toddy long distances for distillation, but some of them expressed their desire to bid if the upset prices were reduced. There was not any combination against the sale. There were also no bids for the toddy farms of Sattenapally, Palnad, Narsarawpet, Vinukonda and Nuzid. The first four are upland taluqs where there are very few palmyra and date trees. The present renter's income in them is chiefly from arrack. Nuzid is a purely Zemindari Division, and the purchasers were under the impression that they would not be able to come to a satisfactory settlement with the Zemindar. The unsold farms will again be put up without upset prices on the 16th instant under the instructions since telegraphed by the Board.

4. The aggregate amount of the sales that have been accomplished, when compared with the rent of the current lease, shows an increase of Rupees 2,345 in favor of the present sales. It is not out of place to observe that the amount is much higher than was anticipated. I attribute it to the following reasons:—The purchasers have very little idea of their rights and responsibilities and were actuated to bid recklessly more by ignorance of their probable liability and by competition than by any knowledge of the probable profit.

5. I request that the Board will be pleased to favor me with the set of forms referred to in their Proceedings, No. 705, dated 23rd March 1875.

The abkari sales reported in the foregoing letter are confirmed.

2. The forms of engagements, etc., have been issued with separate Proceedings.

(A true Copy and Extract.)

(Signed) H. E. STOKES,
Acting Secretary.

To the Acting Collector of the Kistna District.

Exd. E. C. Shunker.

1875.

Board of Revenue,
MADRAS.

PROCEEDINGS, 21st April 1875, No. 984.

Encl

Received

24 June 1876
No 230976

APRIL
No. 984.

Abkari Farms—of certain taluqs of Kistna District.—Sales of—confirmed.

given in the margin.

2. He asks in the 1st that a remission be made to the loss sustained by him during the current year. Maybe granted him.

	Takings	Repts Rs.
Gudimada	—	7650
Standigama	—	12500
Kujioid	—	8000
Narasarowpeta	—	7650
Settemapalle	—	6200
Palnad	—	18100
Vimukonda	—	4150
Bapalla	—	14000
		<u>74900</u>
		<u>224700</u>

4. He also asks in the 2^d that his contract for the unexpired portions of the term of his lease may be cancelled.

5. Owing to ill health, I believe, Patilimer who is nearly 60, has suddenly become so aged that he seems to me unable to manage any longer this business which extends over so many Taluqs. He has a son who is useless and can be no help to him.

So

To suffer him to hold the contract to the full term of his licence will prove prejudicial both to the interests of himself and of Government, as he will certainly be a heavy loser, and the sub-renters will, from want of supervision, become demoralized and more difficult of management by future Contractors.

6. The amount payable by him during the three years of his lease is Rs. 224,700. He is hardly worth half the sum. He says he has incurred a heavy loss this year. I have nothing to verify his statement, but from what I know of his

his business. I quite believe him. His bids were far higher than they should have been at the sale.

7. Government may be certain of recovering a portion of the rent if the contract be continued but that will be to his utter ruin.

8. I therefore strongly recommend that the Board will be pleased to cancel his contract at the end

end of this year and give me permission to put it up again for sale for Fishes 1286 and 1287. I must here inform the Board that, if these Salugs are resold, I apprehend there will be considerable loss to Government. I do not think that they will fetch more than half the sum that they have now been sold for.

Luc

In case the Board
accede to this pro-
posal, I do not recom-
mend that Mr. Venka-
taswami Nayadu
should have any re-
mission for the
current year, as
his difficulties
are certainly due in
large measure to
his apathy and
want of energy.

Kistna District
Collector's
Kacheri
at Masulipatam
29 May 1876
Shane C.
Esq. G. D. Leman
Collector
Brito

70
With the foregoing
letter Mr. Leman submits two
petitions from Ma Kerala Venka-
= Aswami Nayadu, a track
Contractor of certain Taluqs
of the Kistna District, praying
for remission on account of the
losses already sustained
by him, and asking to be
released from his engage-
= ment for the unexpired
portion of the lease. The amount
of the annual rent for which
the latter is responsible is
Rupees. 74,900 and he fur-
= nishes statements to show
that his losses during the
first six months of the lease
have amounted to Rupees 13,500.
The

The Collector states that he has no means of verifying his assertion; but that he believes him to be a considerable loser and that a continuance of his Contract would end in his utter ruin.

He recommends that his Contract be cancelled from the end of the current Fiscal and that the farm be relet for the next two Fiscals.

2. The Collector has not noticed the Petitioners' allegations as to the difficulties which he has experienced in obtaining Toddy for distillation and as to the licensing of

of a contract and Toddy shops under the same roof and does not state what notice was taken of his representations. He should have stated whether such assistance as the Contractor had a right to expect was afforded, and whether he has any valid ground for complaint. The Board do not understand why circular ^{quoted in the petition} No 58 of 1895, which affords some right was modified by Circular No 9 of 1896 or why a distinction is drawn in the latter between Taluqs managed on the Amang and subventive systems as regards the right to draw Toddy from trees on Government lands. Clause 5 of the latter circular is also

vague and implies that the
Taddy Contractor is not under
all circumstances bound
to observe clause 5 of his
Contract.

3. It seems clear that to
hold petitioners to the fulfilment
of his Contract would involve
him in very serious loss, but
he has no claim to be released
from his engagement as this result
is probably the consequence of
reckless bidding, the City Collector
having in his letter recorded in
Board's Proceedings dated 21st April
1895 & 12th 984, reported that the
amount of the sales was much
higher than had been anticipated.
Considering, however, that the sepa-
-ration of the Contractor and Taddy needs
may have upset calculations and as
the petitioners apparently attribute
his losses mainly to the operation of the
new system the Board support the Collector's
recommendation that the application for
remission be refused, but that the Contract be
cancelled from such date as the new Contractor, or
needs of the form, is able to make arrangements
for the supply of the District.

provided the present Contractor enters
into a formal agreement to resign
his contract and to make no demand
upon Government on this account.
4. It is impossible however that the
new arrangements can be completed
by the commencement of the ensuing
Fasli, as proposed by the Collector
as the interval does not suffice for
publication of the intended resale,
deposit of security and the completion
of arrangements by the successful
bidder. The 1st August is probably
the earliest date on which the change
can be carried out; this, however,
may be left to the Board to settle
in communication with the Collector
should

1/8
Should the Government comply with
this application, on which point early
orders are solicited.

(True Copy & Extract)

Chas. J. Allen
Secretary

To,
The Secretary to Government
Revenue Department
with 2 Petitions to be returned,
& Copy of Board's Proc. of 21st April
1875 N-984.

J. H. [unclear]
P/O

in the way of success
ful management. With
much farm work
to be done; there is
- known so far as
very reasonably
known

12/6 PM
Sagundorpt

W 12/6

Under the Board of
the Board of
the Board of

943
H. 10-11
10-13

10802

The contract

will be cancelled

from the date of

the expiration

of the bond.

On 10th with the

letter terms

may with obtain

of the present

value of the

which it is decided to
submit the matter to the

June 1892
Proceedings of the
Board of Directors.

2nd to June 1896.
1897
1898

1899

1900

1901

1902

1903

1904

1905

1906

1907