M.R.O. 14—13,000—27-6-24

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 580 Press ~~Mts.~~

155-156

Dated 8 — 8 — 1867.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 8th March 1867.

No. 155. Read the following Proceedings of the Board of Revenue, dated 7th March 1867.

Read the following letter from the Collector of the Kistna District, to the Secretary to the Board of Revenue, dated on Circuit at Auvenegudda, in Bunder Talook, 20th February 1867, No. 48 :—

1. Government, 2nd August 1865, No. 1,792.
2. Board, 5th do. ,,
3. To Board, 19th do. ,, No. 139.
4. Government, 9th do. ,, ,, 1,850.
5. Board, 12th do. ,,
6. To Board, 29th do. ,, ,, 146.
7. To Board, 17th October ,, ,, 194.
8. From Board, 22nd Nov. ,,
9. Government, 16th ,, ,, ,, 2,797.
10. To Board, 11th Jan. 1866, ,, 12.
11. From Board, 9th Feb. ,, ,, 946.
12. Government, 16th do. ,, ,, 420.
13. From Board, 23rd do. ,,
14. Govt. Procs., 27th do. ,,

1. With reference to the correspondence noted in the margin, I have the honor to submit a Memorandum on the subject of the transfer of the Decree of the High Court in No. 50 of 1861 by the late Vassereddy Lukshmeepaity Naidoo to Mungamury* Ananta Lakshmee Nursu Puntulu.

2. Under instructions from the Board the transfer was opposed by the Collector, and in consequence thereof M. Ananta Lakshmee Nursu Puntulu has included the Collector and Government Vakeel as defendants in a suit for Rupees 1,13,359-10-8, of which the value of the Decree in question forms a part.

3. The time for filing answer has been fixed on the 19th of March, but I have asked for an adjournment of two months, to enable me to report fully on the subject to the Board.

4. I request the Board's instructions on the accompanying Memorandum, in which I have endeavoured to explain the state of the case.

5. The whole affair is, however, most complicated, and I fear I may not have made it sufficiently clear. Any points that are not so shall be explained if the Board will be good enough to indicate them.

6. The Judge of Guntoor has expressed an opinion that the Government should be represented at the trial by one of its European Law Officers.

7. I forward copies of all the recent orders of the Court and petitions quoted in the Memorandum.

* Son of the late Deputy Collector M. Nursimha Puntulu.

Submitted to Government, with the Board's recommendation that the papers be placed in the hands of the Government Pleader for his opinion and advice.

No. 156. ORDER THEREON, 8th March 1867, No. 580.

Miscellaneous.

1. Ordered accordingly that the papers be forwarded to the Government Pleader for his opinion.

2. Mr. Dale's letter of 16th February 1866, No. 27, had reference to the same subject matter.

(True Extract.)

(Signed) W. HUDLESTON,

Secretary to Government.

To the Government Pleader.
,, the Board of Revenue.
Exd. S. T. Augustin.

No. 1,416.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 7th March 1867.

Read the following letter from G. THORNHILL, Esq., Collector of the Kistna district, to the Secretary to the Board of Revenue, dated on Circuit at Auvengudda, in Bander taluk, 20th February 1867, No. 48:—

1. Government,	2nd	August	1865,	No.	1,793.
2. Board,	5th	do.	"		
3. To Board,	19th	do.	"	"	139.
4. Government,	9th	do.	"	"	1,850.
5. Board,	13th	do.	"		
6. To Board,	29th	do.	"	"	146.
7. To Board,	17th	October	"	"	194.
8. From Board,	23rd	November	"		
9. Government,	16th	"	"	"	2,797.
10. To Board,	11th	January	1866,	"	12.
11. From Board,	9th	February	"	"	946.
12. Government,	16th	do.	"	"	420.
13. From Board,	23rd	do.	"		
14. Govt. Procs.,	27th	do.	"		

1. With reference to the correspondence noted in the margin, I have the honour to submit a Memorandum on the subject of the transfer of the decree of the High Court in No. 50 of 1861, by the late Vassereddy Lakshmeepaty Naidu to Mungamury* Ananta Lakshmee Nursu Puntulu.

2. Under instructions from the Board the transfer was opposed by the Collector, and in consequence thereof M. Ananta Lakshmee Nursu Puntulu has included the Collector and Government Vakeel as defendants in a suit for Rupees 1,13,359-10-8, of which the value of the decree in question forms a part.

* Son of late Deputy Collector M. Narsimha Puntulu.

3. The time for filing answer has been fixed on the 19th of March, but I have asked for an adjournment of two months, to enable me to report fully on the subject to the Board.

4. I request the Board's instructions on the accompanying Memorandum in which I have endeavoured to explain the state of the case.

5. The whole affair is, however, most complicated, and I fear I may not have made it sufficiently clear. Any points that are not so shall be explained if the Board will be good enough to indicate them.

6. The Judge of Guntoor has expressed an opinion that the Government should be represented at the trial by one of its European Law Officers.

7. I forward copies of all the recent orders of the Court, and petitions quoted in the Memorandum.

ENCLOSURE No. 1.

Memorandum.

1. The Zemindar* of Davarakotta Pargana and his adoptive-mother, both contracted a loan of Rupees 41,000, from Chava Papayya, in the month of August 1853, and executed separate bonds, the former for Rupees 30,000, and the latter for Rupees 11,000. For the due discharge of the first bond, the ryots of seven villages of Davarakotta estate stood sureties.

* Rajah Yarlagadda Ankineed.

2. Sometime afterwards the bonds in question were transferred by Chava Verrumma, widow of the said Chava Papayya, to Pottury Ananda Row, who received the principal and interest due on these bonds from Rajah Y. Ankineed, and on the 13th October 1860, endorsed on the back of the bonds his acknowledgments of having received the whole amount due on them, and returned the bonds to Rajah Y. Ankineed.

3. On the 30th January 1861, the abovenamed widow, Chava Verrumma, brought a suit No. 2 of 1861 before the Civil Court of Guntoor against first defendant, her mother Paupamma; second, Pottury Ananda Row; and third, Rajah Yarlagadda Ankineed, denying that she ever transferred the bonds to P. Ananda Row, and asserting that she had deposited them with her mother, first defendant, from whom the second defendant† obtained them by forcible and illegal means.

† Pottury Ananda Row.

4. The first defendant (Paupamma) admitted the plaintiff's right to the bonds, and that the second defendant* had obtained them from her by force.

* Pottury Ananda Row.

5. The second defendant asserted that the bonds were duly transferred to him by the plaintiff, and that he had received the principal and interest due on them from the third defendant, and returned them to him.

6. The third defendant stated, that as the bonds appeared to have been publicly transferred to the second defendant,† he paid him the money due on them, and took the bonds back.

† Pottury Ananda Row.

7. The Civil Judge, after receiving evidence on all sides, decreed that the second defendant "do restore the bonds he obtained to plaintiff, in default that he do pay plaintiff the sum of Rupees 78,800, *being the sum which he has received on the bonds from the third defendant*, including the principal and interest, and all costs "of suit"—(*Vide* Judgment in Original Suit No. 2‡ of 1861.)

‡ This is embodied in the Board's Proceedings, 9th February 1860, No. 946.

§ Do. do.

8. This decree was fully confirmed§ in Appeal by the Sudder Court, in Appeal Suit No. 50 of 1861.

9. At this stage, P. Ananda Row, (the second defendant,) compelled the third defendant, (Y. Ankineed,) by a suit‖ to produce in Court the abovementioned "discharged" bonds, for the purpose of using them as evidence in support of the transfer endorsements on them; took them from the Civil Court, and produced them in the High Court.¶

‖ No. 81 of 1863.

¶ For evidence in Appeal No. 50 of 1861.

10. Whilst an appeal from the decree of the Sudder Court in the said Appeal No. 50 was pending before the Privy Council, the plaintiff (Verrumma) transferred the decree to Vassereddy Lakshcempaty Naidu, who again transferred it to Mungamury Ananta Lakshmee Narsu Puntulu; but before the latter transfer was admitted by the Civil Court of Guntoor, the Government Vakeel by Petition No. 355 of 1865, dated 25th August 1865, opposed the transfer by V. Lakshmeepaty Naidu, against whom the Government has a demand for a large sum, being the balance of costs incurred by the East India Company in bringing the suits** of Lakshmeepaty Naidu before the Privy Councils to a final hearing.

** Nos. 4 of 1826, and 11 of 1827, regarding the late Vassereddy Zemindary.
The Proceedings of the Sudder Adawlut in this case were submitted to Board with the Collector's letter, 19th August 1865, No. 189.

11. On the 27th September 1865, the High Court Vakeel, (Carunacar Manavar,) who appeared for M. Ananta Lakshmee Narsu Puntulu (in Suit No. 2) moved the Civil Court to admit the transfer of the decree, stating that any order that might be passed, as regards the admission of the transfer of the decree, would be considered by his client as not barring the claim of Government against V. Lakshmeepaty Naidu. The Civil Judge upon that condition admitted the transfer by Lakshmeepaty Naidu.—*Vide* Proceedings, 27th September 1865.

Enclosure A.

12. In enforcing the decree, in Original Suit No. 2, against the heirs of the second defendant, certain real and personal property, including certain jewelry and a razeenamah in Suit No. 36 of 1863, for a sum of Rupees 37,000, were attached.

†† Pottury Ananda Row.

13. On the 14th April 1866, the Government Vakeel again presented a Petition No. 182, requesting the Court to obtain a sufficient and binding guarantee from M. Ananta Lakshmee Narsu Puntulu, for the payment of the amount due to Government by Lakshmeepaty Naidu, and in default to hold in deposit any money, &c., that may be realized in the process of executing the decree in No. 2; but no orders have yet been passed upon this petition.

Government Proceedings, dated 27th February 1866, No.—.

* Pottury Ananda Row.

14. The heirs of the second defendant* presented certain petitions, requesting the Court to order the bonds produced by the second defendant to the Court, with his review petition, to be given to the transferree of the decree in satisfaction of the decree in No. 2.

15. The third defendant objected to the above petition, on the ground that the bonds having been paid off, were his property, and that they were produced in Court only for the purpose of being used as evidence.

Enclosure B.

16. On the 6th August 1866, the Civil Judge, however, held proceedings to the effect that the bonds should be taken by the plaintiff in satisfaction of the decree in No. 2, and that they should be again attached under the debt due to Government.

17. On the 7th August 1866, the second transferree, (M. Ananta Lakshmee Narsu Puntulu,) presented a petition,† objecting to the claims of Government; but on the 8th August the Civil Judge held proceedings,‡ rejecting the objections and affirming the claims of Government against the second transferee, (M. Ananta Lakshmee Narsu Puntulu,) as in the place of V. Lakshmeepaty Naidu, in accordance to the admission made by his Vakeel to that effect.

† Enclosure C.

‡ Enclosure D.

18. While matters stood thus, the second transferree (M. Ananta Lakshmee Narsu Puntulu,) and heirs of the second defendant§ made a private adjustment as regards the Decree No. 2, in the following manner:—

§ Pottury Ananda Row.

19. On the 19th December 1866, the razeenamah in No. 36 of 1863, for Rupees 37,000, belonging to the estate of the second defendant‖ under attachment, was transferred to the Honourable Gazula Lakshmee Narsu Chetty, and some other private arrangements were made regarding the jewelry under attachment, and on the 20th December 1866, both the heirs of the second defendant and Ananta Lakshmee Narsu Puntulu filed a Petition¶ No. 27 of 1867, informing the Court that the former agreed to give the aforesaid bonds in satisfaction of the decree in No. 2, and praying the Court to release the property under attachment, and to make it over to the charge of the said Lakshmee Narsu Puntulu, and others, to whom they said it had been sold; should this arrangement be permitted, there would be no tangible property of the second defendant to satisfy the decree in Suit No. 2. The Government Vakeel has been directed to oppose it.

‖ Enclosure E.

¶ Enclosure F.

Enclosure G.

20. On the same date Rajah Yarlagadda Ankineed, (the third defendant,) brought a suit No. 4 of 1867, against the heirs of P. Ananda Row, the second defendant, for the return of the above bonds, which he states were only produced in Court as evidence, and which are his own property as he paid Rupees 78,800 on them, as shown in the Judgment in Suit No. 2 of 1861, and objecting to the heirs of second defendant being permitted in any way to alienate them.

21. On the same 20th December, the 2nd transferree, (M. Ananta Lashmee Narsu Puntulu,) applied by Petition No. 21, for a review of the proceedings the Civil Court, under date the 8th August above quoted, and to reject the claims of Government against him, and the property derived by him under the decree in No. 2.

Enclosure H.

22. On the same day, he filed a Suit No. 3 of 1867, against the Rajah Y. Ankineed and others, as well as the Collector, and the Government Vakeel of the Civil Court, for the recovery of Rupees 1,13,359-10-8, as the principal and

Enclosure I.

interest due on the said bonds. The reason given for including the Collector as the defendant, is that he raised a bad claim on behalf of Government at the misrepresentation of the Government Vakeel.

23. The above statement shows the present position of affairs in this matter. It remains to determine what the action of Government should be. To do this, it must be clearly ascertained—

Firstly.—How far the decree of the Queen in Council, awarding cost to the East India Company, against Vassareddy Lakshmeepaty Naidu, or his estate, still holds good.

Secondly.—If the claim against Lakshmeepaty Naidu be good, whether it would also hold good against the decree now in litigation, which is shown to have passed through Lakshmeepaty Naidu's hands shortly before his death.

The decree in question was, as shown above, stated to have been purchased by Ananta Lakshmee Nursu Puntulu, but on application to the Court to have the transfer admitted was opposed by Government, and only permitted on the condition that the Government claim should not be barred thereby.

Thirdly.—Should these points be decided in the affirmative, it will then rest with the Law Officers of Government to determine in what manner the claim can best be enforced, and in the event of judgment being favourable, and the decree under litigation being awarded to the Government, what steps should be taken to secure the proceeds of that decree.

24. With regard to the first point, the history of the litigation between the Government and the descendants of the late Vassareddy Zemindar is already in the possession of the Board and the Government Pleader, and it may be stated that the final decree of the Queen in Council being in favour of Government, a warrant of attachment issued against all the property of the late Lakshmeepaty Naidu in the Guntoor district, to satisfy the decree for Rupees 1,12,573-11-7, Rupees 1,100 only were realized at the time, and the balance has never been recovered to this day. Lakshmeepaty Naidu lived on his pension, and until the decree, now under litigation, was reported to have been made over to him, he was supposed to be possessed of no property available for seizure.

25. With regard to the second point, there is nothing to show under what circumstances Lakshmeepaty Naidu became possessed of the decree. It was, however, nominally transferred to him, as above stated, by Chava Verrumma, and again by him to Mungamury Ananta Lakshmee Nursu Puntulu; whether any *bond fide* transfer ever took place may perhaps be doubted. The whole transaction bears the appearance of collusion and fraud from beginning to end. Ananta Lakshmee Nursu Puntulu, in petitioning the Court to obtain possession of the decree, stated that he had purchased it for Rupees 60,000. In a deposition* subsequently given in Original Suit No. 15 of 1865, on the file of the Guntoor Court, he stated on oath that he had promised to pay 29,000 Rupees only for the decree, and that no cash had been paid. This discrepancy having been noted by the Judge and Counsel, he next day, after consultation with his friends, again contradicted this statement.

Paragraph 10 above.

* Enclosure J.

26. With regard to the third point it may be stated that the Government now, as represented by the Collector, stands as a defendant in the suit brought by Ananta Lakshmee Nursu Puntulu against the Davarakotta Zemindar for Rupees 1,13,359-10-8. The 19th of March 1867 has been fixed for filing the answer, but an extension of two months has been applied for, and it may be added that the Judge recorded a Memorandum to the effect that, owing to the intricate nature of the case, he considered that the interests of Government required that the case should be defended by the Advocate General or

Paragraph 28 above.

Government Pleader. The decree under litigation is now under the Court's attachment. It is, as shown above, against the second defendant, (Pottury Ananda Row,) for the restoration of certain bonds, or the principal and interest paid on them.

27. Attempts are being made to transfer all the available property of the second defendant by razeenamah, as shown above, to Ananta Lakshmee Nursu Puntulu. The Government Vakeel has received instructions to oppose this, and to watch the case carefully in every stage.

On Circuit at Anvengudda,
in Bandar taluk,
20th February 1867.

(Signed) G. THORNHILL,
Collector.

ENCLOSURE A. in No. 1.

Extract from the Proceedings of the Civil Court of Guntoor, dated 8th November 1865.

Read Miscellaneous Petition, No. 508 of 1865, presented by Moulvy Abdul Salem Sahib, Vakeel, for Pottury Venkatappayya, China Venkatappayya, and Calidas, heirs of the second defendant in Original Suit No. 2 of 1861, on the file of the Guntoor Civil Court, on the 8th November 1865, filing a certificate, with a list of documents annexed, duly signed by the Deputy Registrar of the High Court to the effect that the bonds, which were the subject-matter of dispute in the said Suit No. 2 of 1861, were filed in the High Court by the heirs of the second defendant, and had not since been returned to them, but have been transmitted to the Privy Council; and requesting the Court to proceed against those bonds in execution of the aforesaid decree.

Order.

Notice to the High Court to attach the within specified documents under Section 237 of the Civil Procedure Code. Notice to the opposite party of this motion and of the order passed thereon.

(True Extract.)

(Signed) W. HODGSON,
Civil Judge.

(True Copy.)

(Signed) W. H. GLENNY,
Assistant Collector.

This is to certify that the documents entered in the annexed list have been filed in this Court with a petition (No. 24 of 1854) presented by Pottury Ananda Row, Appellant in Regular Appeal No. 50 of 1861, on the file of the late Sudder Court, and that copies of the same have been forwarded to the Privy Council, together with the record in the above appeal.

HIGH COURT OF JUDICATURE,
Madras,
30th October 1865.

(Signed) T. WILKINS,
Deputy Registrar,
Appellate Side.

(True Copy.)

(Signed) W. H. GLENNY,
Assistant Collector.

ENCLOSURE B. in No. 1.

Proceedings of the Civil Court of Guntoor, dated 6th August 1866.

Read Miscellaneous Petition, No. 74 of 1866, presented on 25th January 1866, by C. Buchy Narasimha Sastrulu, Vakeel for Pottury Venkatappayya, and two others, heirs of the second defendant, in Suit No. 2 of 1861 on this Court's file, stating that the bonds awarded to the plaintiff by the decree, and a promissory-note of Rupees 4,500 deposited in the High Court, for the eventual costs of the plaintiff in their (petitioners') appeal to the Privy Council against the decision of the late Sudder Court in the suit, were attached by this Court in their representation made in Miscellaneous Petition No. 508 of 1865, and that they were ready to produce the amount of costs that were or might be due to transfer-plaintiff, *minus* the amount of the said promissory-note.

B

Petitioners, therefore, pray the Court to order the delivery of the said documents to plaintiff, and to make known to the petitioners the amount they will have to provide on account of plaintiff's costs.

Read also Miscellaneous Petition, No. 114 of 1866, presented by the said petitioners, representing that the decree in the suit in question was made to deliver the bonds or their value; that the plaintiff is not right in saying that he would accept the bonds if he is willing to do so; that Section 15 of Act XXIII. of 1861, provides that applications for execution of decrees should be returned for amendment, if they do not correspond with the original decree, but it does not say that applications presented of plaintiff's own accord should be executed; that the plaintiff has no right to assert that the bonds produced were torn out and payments endorsed thereon, as they in no way bar the plaintiff from recovering the consideration due thereon from the party therein concerned.

Petitioners, therefore, pray the Court to reject plaintiff's objections raised to the delivery of bonds, and order their delivery to him.

Read Miscellaneous Petition, No. 122 of 1866, presented by C. R. Carunagaru Menaven, High Court Pleader, and K. Lakshmee Narayana, Vakeel of this Court, on behalf of Mungamury Ananta Lakshmee Nursu Puntulu, Judgment Creditor in Suit No. 2 of 1861 on this Court's file, stating that of the ten documents produced in Court in satisfaction of the decree, two enclosures were not forthcoming; that Sections 262, 408, 409 and 410 of Collett's Law of the Torts and of the measure of Damages entitle the judgment creditors to recover interest on Rupees 78,800, the subject value of the suit; that the same was allowed in the warrant issued by the Court for the execution of the decree; and that Section 11 of Act XXIII. of 1861, provides that all questions relating to interest payable on the subject-matter of the suit, between the date of the institution of the suit and execution of the decree, shall be determined by an order of the Court executing the decree.

Petitioner, therefore, prays the Court to execute the decree by sale of defendant's property now under attachment.

Read Miscellaneous Petition, No. 162 of 1866, presented by petitioners in No. 71 of 1866, stating that the suit in question was instituted to recover certain documents; and a decree was passed to that effect, which was confirmed in appeal by the late Sudder Court, that while the plaintiff is entitled to sue out execution of the decree against the documents alone, he unjustly caused all their estate to be attached in direct violation to the terms of the decree, and subjected them to inconvenience and disgrace by causing the floor of their house containing considerable property to be dug up in the absence of petitioners or their men; that as the said documents were produced in Court, plaintiff is bound to accept them.

Petitioners, therefore, pray the Court to release their property from attachment after retaining so much of the property as may be sufficient to defray the costs of the judgment-creditor.

Read also Miscellaneous Petition, No. 213 of 1866, presented by the petitioners in No. 162 of 1866, stating that the statements contained in petition No. 122 are false; that the ten documents claimed by plaintiff, in Suit No. 2 of 1861, were produced in Court; that this Court in the first instance, the late Sudder Court in appeal, awarded to plaintiff the documents claimed, or their amount, in the event of the said documents not being delivered by the second defendant; that the original plaintiff made no mention of interest in her plaint, nor was it stipulated in the decree that interest should be paid to the date of plaint, or from date of plaint to the date of award; that Circular order of the late Sudder Court, dated 11th May 1829, provides payment of interest in cases being so decreed; that the plaintiff is not justified in claiming interest after the documents awarded to him by the decree were produced; that Section 262 of Collett's Law of Torts is not applicable to this case inasmuch as the bonds in question were regularly and publicly transferred to them; that Sections 408, 409, and 410 of that Treatise apply to the loss of goods; that the warrant, issued by the Court on the 14th October 1865, for the execution of the decree, purports that the property of the defendants should be attached under the amount of the decree and its interest in the event of the documents alluded to in the decree not being tendered; and that the first transferree, (Rajah Vassereddy Lakshmeepaty Naidu,) made no mention of interest in his application No. 120 of 1864, in moving the Court for execution of this decree.

Petitioners, therefore, pray the Court to reject Miscellaneous Petition No. 122 of 1866, and to order the immediate release of their property as prayed for in their Petition No. 162.

Order.

The petitioners, in Miscellaneous No. 162 of 1866, pray for the release of their property taken in execution of the decree of this Court in Original Suit No. 2 of 1861, such portion of their property being alone retained by this Court as will be sufficient to defray the amount of costs due under the said decree as against the petitioners. They further pray the Court to disallow the interest claimed by the transferree of the said decree in the bonds for Rupees 78,800, in executing the same.

This suit was for the restoration to plaintiff of certain bonds executed for the amount specified above, or in default of such delivery, then for their value, and the decree of this Court has in terms the same.

These bonds were attached by this Court while deposited in the High Court of Judicature at Madras as security for plaintiff's costs in appeal to Her Majesty's Privy Council, and on the requisition of this Court were remitted to its custody. The transferree-plaintiff's Vakeel objected to the execution of his decree, by handing him over these bonds, as some enclosures of Document No. 3 were not forthcoming, and he claimed to have the interest paid to him from the date of the plaint. The Civil Judge, however, considers this objection untenable, for it is clear from the record and the bonds themselves that these missing papers could not affect the transfer-plaintiff's interests under the bonds in the slightest degree one way or the other, and that the interest claimed cannot be allowed on a summary order in execution of this decree, as it is a matter for adjudication when the bonds themselves may come to be sued on.

The order of this Court, therefore, is that the bonds, the subject of Original Suit No. 2 of 1861 on this Court's file, be made over to the transferree plaintiff-in full execution of his decree therein, and that the costs due to him thereunder be collected from the second defendant's representative, or representatives, and paid to the transferree-plaintiff.

The property of the second defendant's heirs, which is now under attachment, will be released from attachment, except in so far as it may be found necessary to continue such attachment to cover the costs incurred by the plaintiff in the above suit. One month's time is allowed for the purpose of enabling the second defendant's heirs to pay into Court the amount of costs due, viz., Rupees 3,267-11-8. On their complying with this order, the residue of their property now held under the attachment of this Court will be released.

(Signed) W. HODGSON,
Civil Judge.

6th August 1866.

(True Copy.)

(Signed) W. H. GLENNY,
Assistant Collector.

Enclosure C. in No. 1.

Original Suit No. 2 of 1861 before the Court; Appeal Suit No. 50 of 1861 before the High Court; Miscellaneous Petition No. 342.

To the Civil Court of Guntoor.

Mungamury Ananta Lakshmee Nursu Puntulu, Judgment Creditor in the above suit, humbly submits this petition on these reasons, viz.—

1. He purchased the property in the said suit for Rupees 60,000, from the late Rajah Lakshmypatee Naidu Garu, (the original plaintiff,) by means of an instrument duly registered according to Act No. 16 of 1864, and established his right, transferred by an order of your Court,

defraying all the expenses for the execution of warrant on this; the final order has been issued on the 6th August 1866.

2. Soon after the issue of the order, the Court declared that the property transferred to him is to be taken in satisfaction of the sum which Rajah Lakshmeepaty Naidu Garu deceased owes to the Government (as now alleged) on the petition of the Collector of Kistna District, on behalf of the Government.

3. He (the plaintiff in the present case) begs to represent that the petition has been endorsed without his knowledge, without a notice being given him, and lastly, without affording an opportunity for stating objections to him, or to his agent who is ever present at the Court station, tends to subject him to an incredible amount of loss by this means, the petition of the Collector is one which greatly affects the interests of the plaintiff, and consequently he prays the Court to take it into its deep consideration that it is against the rule of law to decide it without calling upon him to answer.

4. The amount said to be due to Government it seems improbable should be delayed so long a time in its realization creditors should take from their debtors. In accordance with this rule the plaintiff begs to state that the said Rajah is answerable for his debts, if at all payable, and that the action is barred by the Law of Limitations.

5. The plaintiff's agent, therefore, requests the Court to grant copies of petitions and instructions given by the Collector and endorsements thereon on stamp-paper accompanying this, to grant a period of one month to consult his client for presenting a counter-petition, to send notices to the debtors, and to prevent or stop the immediate execution of your honour's recent order, passed in favour of Government, till he obtains the decision of the High Court in an appeal against it.

7th August 1866.

(Signed) S. VENKATA SUBAROIDOO,
Pleader.

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(True Copy.)

(Signed) W. H. GLENNY,
Assistant Collector.

ENCLOSURE D. in No. 1.

ORDER.

On Miscellaneous Petition No. 342 of 1866.

1. It was conceded by the plaintiff's Vakeel at the hearing of the Petition 355 of 1865, applying for warrant of execution, that the interests of Government could in no way be affected by any proceedings which might result from his (petitioner's) application.

2. The transfer-plaintiff is in all respects in the same position as the original decree-holder, and the latter having been indebted to Government for expenses incurred in bringing his suit to a hearing before Her Majesty's Privy Council, the Collector's lien on the bonds recently recovered in final execution of the transfer decree, is as complete now as it was at the time of the transfer of the original decree to the petitioner its present holder, no notice was necessary in a case of this kind, where the petitioner had in open Court waived any objections that he might otherwise have been entitled to raise in regard to the Collector's claim for costs as against petitioners.

8th August 1866.

(Signed) W. HODGSON,
Civil Judge.

(True copy of a copy.)

(Signed) G. THORNHILL,
Collector.

Extract from page 117 of Register No. 4, of Guntoor Sub-district.

ENCLOSURE E. in No. 1.

General. Number and year.	District. Number and year.	District. Place of registration.	Deputy. Number and year.	Deputy. Place of registration.	Queries.	Right Stamps.	Value of Stamp affixed to instrument.	Date and hour of presentment. Date.	Date and hour of presentment. Hour.	Ramarsen Ramayya, living by Iramen.	Name of parties executing the instrument.	Ramarsen Ramayya.	Name of parties presenting the instrument.	Persons examined. Name.	Address.	Interpreter in Mandhyalam Madras and Outer Courts.	Payment of money or delivery of goods made in presence of Registering Officer.	Date of Registration.	Special reference under Section LI.	Abstract of instrument.	The words A. Rajoo written twice.	Note of interlineation, erasure, or alteration.	Translation of instrument.	Transcript of Memorandum containing instrument to be invalid or forged, &c.
LVII.	LVII.	...	LVII.	...	...	XIX.	XX.	VI. (1)	XXXVI. (1)	XXXVI. (2)	XXXVI. (3)	XXX. (2)				XXVI. (4)	XL.	LI.	40.		38.	38.	XLIX.
																	1865 December.							

Ramarsen Ramayya, living by Iramen, Tirrovenkatty Vencumappa Sastry, living by Iramen, and Govinda Raja Pullabhertumayya, living by Iramen, and Govinda Ram Pakhy Reamyya, living by Iramen and further service.

(of this number) of the aforesaid amount, and I received from you (Rupees 20,000) twenty thousand Rupees. Therefore neither I, nor my heirs, nor my successors will ever raise any disputes of any kind on your collecting the money with reference to this memorandum. This assignment is executed with my consent.

(Signed) RAMARAZU RAMAYYA.

In the presence of the witnesses.

(Signed) TARENEKANTY VENKATAPPA SASTRY
(,,) GOVINDA RAJULA PULLABHERUMAYYA.

Written in the handwriting of Orugunty Bhasmarty, with the knowledge of the above witnesses.

(True Copy.)

(,,) V. SESHAYYA, Sub-Register.

(Signed) V. SESHAYYA, Sub-Register.

Guntoor, 24th January 1867.

True translation to the best of my belief.

(Signed) W. H. GLENNY.

A assignment executed on 19th December 1866, by Ramarsen Ramayya, an inhabitant of Guntoor, transferee-plaintiff of No. 86 of 1863, Guntoor Zillah Court's file, to the Honorable Gazula Lakshmee Nurra Chetty Garu, an inhabitant of Sujjavayalpeta, in Madras. The remaining amount of the future instalments, (including that of 30th June 1867,) payable to me by Srimant Rajah Varlagadda Anhimad Rahadur, Zemindar of Uurasteeta Pergana, defendant, agreeably to the assessment in this number is (Rs. 33,746) thirty-three thousand seven hundred and forty-eight Rupees.

I do hereby transfer the whole right which I possess by virtue of the assessment

TRANSLATION.

Guntoor Zillah Court's file, Original Suit No. 2 of 1861.
Late Sudder Court's file, Appeal Suit No. 50 of 1861.
Guntoor Zillah Court's file, Miscellaneous Petition No. 270 of 1865.

To THE ZILLAH COURT AT GUNTOOR.

Transfer-plaintiff Mungamury Ananta Lakshmee Narsu Puntulu, an inhabitant of Madras.

The heirs of late Pottury Ananda Row Puntulu, second defendant.
1st. do. Venkatappaya Puntulu.
2nd. do. China Venkatappaya Puntulu.
3rd. do. Calidos Puntulu; inhabitants of Guntoor.

The petition presented by both parties.

The heirs of the second defendant beg to state as follows:—

Your Court held proceedings on the 6th August 1866, permitting the transfer-plaintiff to receive the following ten original documents, viz.,

The registered bond (on stamped paper) of the amount of 31,000 Rupees, executed by Rajah Yarlagadda Ankineed, Bahadur Zemindar, to Chava Papayya, which was lodged in the record of the warrant issued in connection with the original and appeal decrees in this suit.

The registered agreement entered into by the aforesaid parties for the liquidation of that amount.

The seven security bonds (on stamped papers) executed by the aforesaid Zemindar, to the villagers.

And the bond (on stamped paper) of the amount of 10,000 Rupees, executed by Stree Durga Bhavanemma, mother of the aforesaid Rajah, to the aforesaid Chava Papayya.

There is, therefore, no objection on the part of the heirs of the second defendant to the aforesaid documents being taken by the transferree (plaintiff).

If the money in deposit in the Court for us, be taken by the transferree on account of the costs of the Court; the subsequent interest, and the expenses incurred for the issue of the warrant, which we have to pay to the transferree, agreeably to the aforesaid decrees, there remains a sum of Rupees 7,500 payable by us to him; but we have no means of paying that sum to the transferree. We therefore sold for ready cash the property belonging to us as detailed below (out of the property under attachment agreeably to the warrant) to Mungamury Narsimha Puntulu, at present residing at Madras, on account of Rupees 7,500, being the remaining balance of the aforesaid costs; and we agreed to execute the bill of sale as soon as the property is released from the Court's attachment, and get it registered; we have thus assigned the aforesaid 7,500 Rupees from the said Narsimha Puntulu to the transferree.

Particulars of property.

The gardens Nos. 774 and 775, consisting of Acres 14-15, situated on the south side of the village of Guntoor, together with the fruit trees; two brick wells, one well built of stones; one wooden gate, and one tiled house of six rooms.

The garden No. 681, consisting of Acres 21-10, situated on the north side of the village, together with the tamarind and other fruit trees, one well built of bricks; one well built of black stones; one ruined brick konér (brick-faced tank with steps); and a tiled shed with six rooms.

The two tiled godowns of two rooms, situated on the east side of the Fort in the village, which were purchased from us by Ramaraz Ramayya.

The entire waste land on the north side of the above godowns.

The Paty Doddy on the east side of the village.

The waste ground situated on the east side of "Yarra Cheruvu" in the village, together with the Vapa trees (Margosa) and other plants thereon situated. One door-frame with door.

The entire waste land, situated on the north side of the Agraharam, belonging to Pottury Calidos, in the village; one stone-built well and tamarind and other trees situated on that land.

The Inam lands situated in the village, viz., one spot called "Paragaty Chenu," consisting of Acres 38-38.

One spot called "Parava Chenu," consisting of Acres 36-26.

One spot called "Nadenuganty" of Acres 14-16.

One spot called "Kasaraju Kunta Chenu," of Acres 32-9.

The Tamarind tope called "Virabhadrapah Padaka," of Acres 8-15, situated on the east side of the village, with tamarind and other fruit trees thereon situated.

The Inam land of Acres 20-8 belonging to us, situated at Valijerla.

The Inam land of Acres 25-10, situated at Kavela village.

The Inam land of Acres 20-30, in Dharanikota.

The Inam land of Acres 10-9, in the village of Nedamurru.

The Inam land of Acres 9-19, at Panidarum.

The two Inam lands of Acres 20-18 and 20-18 respectively, situated at Gorantla, being the total of Acres 40-36.

The Inam land of Acres 12-25, situated at Venegulla.

The Inam land of Acres 10-9, situated at Lajalla.

The Inam land of Acres 20-18, situated at China Gadalapurty.

The Inam land of Acres 16-18, situated at Numburu.

The four Inam lands of Acres 20-5, viz.,

Spot Acres 9-38,
Spot Acres 9-3,
Spot Acres 4-26,
Spot Acres 5-38,

situated in Takkellapadu, near Guntoor.

The Inam land of Acres 9-38, situated in Mallayapolem, a hamlet of Pettipadu.

The Seri waste land, No. 70, of Acres 31-11, situated in Pedamaduru, together with the Toomma trees (Babool) thereon situated. The Seri land called "Nandana Vanam," of Acres 26-37, situated in Dharanikota, together with the wood-apple and other trees thereon situated; also the stone "Mundapum" built on four pillars.

The Seri wet land of No. 104 of Acres 2, situated at Chebrol.

The two acres of land bearing the same name in Latchanagunta.

The spot called "Challappagary," of Acres 2-39, making total Acres 6-39.

The Seri garden land, No. 408, of Acres 1-5, belonging to Guntoor Subbayya, in Munigotipuram, which we possessed.

The palmyra tope of Acres 22, situated in the village of Kollaru, together with the palmyra trees thereon situated.

The palmyra tope of Acres 0-25, situated at Duggirala, together with the palmyra trees thereon situated.

The Inam land of Acres 12-22, in Pusulur.

And the Inam land, No. 79, of Acres 0-32½, situated at Koritipad.

The Inam lands, Seri lands, waste lands, &c., above described, and the current year's produce of the same, have been sold to the aforesaid Mungamury Nursimha Puntulu on account of the remaining balance of Rupees 7,500.

Therefore the heirs of the second defendant satisfied the transfer-plaintiff with the following stipulations, viz.,

That the heirs of the second defendant and the transfer-plaintiff ought not to dispute with each other regarding any sum in connection with the decree of this number.

That out of the real and personal property which has been attached as belonging to us, the aforesaid property, which we sold to Nursimha Puntulu, should be put in his possession.

That out of the remaining property the portion for which Ramaraj Ramayya, Akkimpragada, Venkata Nursimha, and others, have presented cross-motions, should be made over to them agreeably to the cross-motions.

That the tiled houses, compound, &c., (in which the heirs of the second defendant are living,) which were sold by the second defendant and his heirs to Ramaraj Ramayya, as also the fort ground, tiled houses, &c., situated on the south-west of the aforesaid houses, &c., should be made over to Ramaraj Ramayya.

That the money remaining in the fort be paid to the transferree.

That the remaining property should be released to those house-owners in whose possession it was when attached.

And that the Court should return the documents which were attached (by the Court) when in possession of Ramaraju Ramayya, to the latter individual.

The transferree begs to state as follows:—

I have agreed to all the conditions stated, as above, by the heirs of the second defendant, and settled with them so that there should be no disputes, with respect to the amount of this decree, between myself and the heirs of the second defendant.

I therefore pray the Court will be pleased to release the attached property agreeably to the contents of this motion, and to give me the ten documents in dispute which are lodged in the Court, and the money remaining in the Court.

December 19th, 1866.

(Signed) POTTURY VENKATAPPAYA.
(„) POTTURY CHINA VENKATAPPAYA.
(„) POTTURY CALIDOS.

20th December 1866.

(Signed) JULURY APPA ROW,
Muktier Agent.
(Signed) POTTURY NILIYANANDUM,
Pleader.

(True translation to the best of my knowledge.)

(Signed) W. H. GLENNY,
Assistant Collector.

Enclosure G. in No. 1.

TRANSLATION.

To the Zillah Court at Guntoor.

Petition presented by Tolaty Purushottamaya, Government Vakeel.

I have heard that Ananta Lakshmee Nursu Puntulu, son of Mungamury Nursimha Puntulu, late Deputy Collector, who is the alleged transferree of the Decree No. 50 of 1851, Sudder Court's file, has presented a petition, (after the expiry of the fixed time,) on the 20th December last, praying a reconsideration of the case, and casting aspersions on me; and also making a complaint against the Collector and others, (including myself,) for the recovery of the principal and interest of the amount of the bonds referred to in that petition; and (I have heard) that certain other persons, friends of Mungamurivar, have also presented certain petitions, praying that the heirs of the second defendant, (who have no authority so to do,) may be permitted to give up, to Ananta Lakshmee Nursu Puntulu, the bonds referred to in the proceedings held by your Court on the 8th August 1866, making the (consideration of the) bonds liable for the amount due to Government on account of costs incurred in England, praying that a portion of the attached property may be made over to certain other parties, and praying also that a portion of it may be put in the possession of certain other persons. The next day I applied for copies of the aforesaid complaint and other papers, which application your Court admitted.

On the afternoon of the 22nd idem, I only obtained copies of the complaint and Telugu translation of the petition which prayed a reconsideration of the case. I have submitted those copies to the Collector with my Arzi, &c. From 23rd instant up to this day the Court has been closed. I therefore asked the Serishtadar to give (me?) the remaining copies. He told me that your permission ought to be obtained to grant copies during holidays.

I have not yet received those copies.

The Zemindar of Chullapully on being asked by the second defendant for the aforesaid bonds for the purposes of evidence, asserted that they were filed in the Court; and that as they were discharged in payment of the debt due by the heirs of the second defendant, they could not be used. He (the Chullapully Zemindar) on the same day filed a suit against the heirs of the second defendant.

It is obvious from the records that the aforesaid Lakshmee Nursu Puntulu and all the other parties have combined together and entered into various engagements (contrary to the rules in force, and your Court's proceedings,) with a view to prevent the amount of the decree to which Rajah Vassereddy Lakshmeepaty Naidu was entitled from being liable for the debt due by him to Government.

That the transfer alleged to have been obtained by Ananta Lakshmee Nursu Puntulu is utterly inadmissible will be apparent from the deposition given by him in No. 15 of 1865.

Taking all the foregoing circumstances into consideration, it appears to me that neither the Pottivenar, nor Mungamurwar, nor other parties; have authority to make any arrangements and settle the matter of the execution of the Decree No. 50, or of any property attached under it. That the entire amount to be recovered under that decree should be paid in satisfaction of the debt due to Government by Lakshmeepaty Naidu; that it is necessary for me to ascertain, through the Collector, the wishes of Government as to the parties from whom and from which property in the case, the amount due to Government should be recovered; and that I should then represent the result to the Court.

I therefore respectfully request your Honourable Court to take the foregoing circumstances into your consideration; to grant me at once copies of all the petitions presented regarding the aforesaid No. 50; of the complaint, &c., filed by the Chullapully Zemindar, and of the depositions given in No. 15, by Ananta Lakshmee Nursu Puntulu and his father; to allow me adequate time to enable me to present petitions with sufficient grounds, after submitting the aforesaid

copies to the Collector, and obtaining instructions from him; and, until that time, to refrain from passing orders upon the abovementioned petitions, retaining the entire property in *statu quo* under attachment. Please to consider this.

(Signed) T. PURUSHOTTAMAYA,
Government Vakeel.

3rd January 1867.

True translation to the best of my knowledge.

(Signed) W. H. GLENNY,
Assistant Collector.

Enclosure H. in No. 1.

(In Telugu.)

Miscellaneous Petition No. 21 of 1867.

Under Section 38, Act XXIII. of 1861.

To the Civil Court of Guntoor.

The humble petition of Mungamury Ananta Lakshmee Nursu Puntulu, transferree of the Decree in Original Suit No. 2 of 1861, on the file of your Court.

Humbly Showeth,

That your petitioner requests your Honourable Court to reconsider the order passed on the 8th August 1866, on his Miscellaneous Petition, No. 342 of 1866, and pass such further orders as may be consistent to the just merits of his case, on the following grounds:—

First.—Because the original plaintiff and decree-holder, Chava Verrumma, does not owe to Government any sum of money, nor does Government make any claim against her, and the property adjudged to her, has never been public property.

Second.—Because between 2nd July 1863, and 24th August 1865, during which time the decree was in the hands of Lakshmeepaty Naidu Bahadur, no claim was made on behalf of Government, and no objection was raised to his recovering the documents or their value. Even after his applications for the enforcement of the said decree, viz., 12th January and 15th February 1864, no claim was made by Government. Moreover, the Government claim against him arose 17 years ago, and Government have since paid him a pension of Rupees 1,000 a month, and are now paying a pension of Rupees 750 to his widow.

Third.—Because your petitioner (whose rights on the said decree were secured by a deed dated 24th August 1865, which was duly registered under the provisions of Act XVI. of 1864, as directed by the High Court by an Order, dated 5th August 1865, and acted upon by your Honourable Court by an Order, dated 11th October 1865, and the issue of a warrant and likewise the attachment of defendant's property to a considerable amount) does not owe to Government any money. Moreover, your petitioner bought the decree in dispute, and paid Rupees 60,000 for it, which Rupees 60,000 should be available to meet the Government claim, and your petitioner submits that the fact that he has bought property from a man against whom Government have a claim, in no way gives Government any right over property so bought in perfect good faith; the more so, when as in this case, Government can be shown to have stepped over its claim.

Fourth.—Because in the application of the Government Vakeel, dated 14th April 1866, no request was made for the surrender either of the documents or of any money; it was simply asked that the documents in question should be kept in deposit in Court, the sole object of this being evidently to prevent petitioner from proceeding against the Zemindar of Davarakotta, as your petitioner will proceed to show.

Fifth.—The present Government Vakeel is not only a Vakeel permanently employed by the said Zemindar in this Court, and in the late Masulipatam Court, but also a particular friend of his. This resulted in his taking underhand measures in his official capacity as Government Vakeel, in order to assist the said Zemindar, and thereby to affect the just rights of your petitioner.

Sixth.—A reference to the decrees in Original Suit No. 2 of 1851, and Appeal Suit No. 50 of 1861, will show that these documents were unlawfully and fraudulently taken possession of by the second defendant in that case, with the collusion of the third defendant, the said Zemindar, who pleaded all along in the said cases that the said documents were destroyed. But he reluctantly produced them subsequently on the institution of Original Suit No. 31 of 1863, by the second defendant in Original Suit No. 2 of 1861, and has since been trying to evade his own liability by means of his own Vakeel, Tolatty Poorshottamaya, who in his position as such first applied to your Honourable Court by a Petition No. 555 of 1865, to refuse to give up the said documents to your petitioner, as they were utterly useless and valueless. This application not meeting with any success, the said Vakeel in his position of Government Vakeel obtained by foul means a letter from a perfect stranger, Kopparax Yugavandum, who had hitherto had no connection whatever with the matter in dispute, and thereon applied to your Court to refrain from granting your petitioner's request pending a reference he would make to the Collector of the district. He accordingly wrote to, and obtained permission from, the Collector to make a petition on 14th April 1866 to your Court, to retain the documents in deposit in Court, and to refuse to give them to your petitioner.

Seventh.—Your petitioner leaves it to your Honourable Court to decide on the propriety or otherwise of the said Vakeel Tolatty Poorshottamaya, first, in his capacity of Vakeel and open friend of the Zemindar, applying to have the documents destroyed as utterly valueless, and afterwards in his official capacity, and as a real but concealed friend of the Zemindar, applying to have them kept in deposit to satisfy a Government claim.

Eighth.—The reason that an application for a deposit only was made, was, your petitioner ventures to assert, to prevent the Government having any hold upon the Zemindar, whose safety and the injury of your petitioner were alone aimed at in all these transactions. This secured, the Government claim might be permitted again to lie dormant, as it had already done for years.

Ninth.—Under the foregoing circumstances, your petitioner respectfully solicits that your Honourable Court will in justice grant a reconsideration of the Order, dated 8th August 1866, and will allow the Order of the 6th August 1866 to stand good. Shall ever pray.

Guntoor,
17th December 1866.

(True Copy.)

(Signed) W. H. GLENNY,
Assistant Collector.

Enclosure I. in No. 1.

To the Civil Court at Guntoor.

Complaint preferred by plaintiff Mungamury Ananta Lakshmee Nursu Puntulu, an inhabitant of Sanjeevarayunipett in Madras, Brahmin and Soucar.

Against the defendants.

1. Streemaunt Rajah Yarlagadda Ankineed Bahadur, Zemindar of Kumma Caste, holding an estate, and an inhabitant of Chullapully, in Davarakotta.
2. Stree Durga Bhavanemma Gar, his adoptive-mother.
3. Goorapaty Kristnemma of do. caste, a ryot of Guntasala, in Davarakotta Pargana.
4. do. Venkayya do. do.
5. Malempaty Remayya, son of M. Vencayya, deceased, of Nimmagedda, in Davarakotta Pargana.
6. Malempaty Chimpayya, of Nimmagedda, in Davarakotta Pargana.

7. Kolly Soobaya, of Potarlanka, in Davarakotta Pargana.
8. Do. Narsayya do. do.
9. Do. Pattabhiramudu do.
10. Kommarauze Sooranna, Brahmin, Curnum of do.
11. Surapaneny Venkaya, ryot of Cumma caste, and an inhabitant of Srikakulam.
12. Do. Sayenna of do.
13. Kara Kodunda Ramudu, Brahmin Curnum of do.
14. Arzah Chelmaya, of Sudra caste, a ryot and an inhabitant of Pedakallapally.
15. Kodaly Nagarauze, Brahmin, Curnum of do.
16. Do. Somarauze do.
17. Adivy Pattabhiramudu do.
18. Anisetty Ramdoss, a ryot of Bhogireddypally, in Davarakotta Pargana.
19. Timmeretty Venkayya do. do.
20. Pingaly Seetapaty, Brahmin, Curnum of do.
21. Nandeala Danayya, of Sudra caste, a ryot of Majeeru, in Davarakotta Pargana.
22. Yeneke Buchayya do.
23. Majety Venkatramudu, Brahmin, Curnum of Majeeru, in Davarakotta Pargana.

24. Pottivu Venkatappaya Puntulu Gar, brother and heir of late Ananda Row, Brahmin and Soucar, and an inhabitant of Guntoor.

25. Do China Venkatappaya Puntulu Gar, son of the said Anandarow, and an inhabitant of Guntoor.

26. Do. Calidas Puntulu, do. do.

27. Tolety Purushottamayya Gar, Brahmin, Court Pleader of Guntoor, and an inhabitant of Guntoor.

21. G. Thornhill, Esq., Collector of the Kistna district, on behalf of Government, residing at Masulipatam.

On the 13th August 1851, the first defendant borrowed Rupees 31,000 of Chava Papayya, an inhabitant of Chanderlapad, to meet a necessity, that is to say, to pay the peishcush on his estate, and executed a bond mortgaging 59 villages of Davarakotta Pargana, as well as his entire property, with this stipulation among others, that he should pay the principal and interest whenever demanded. He also executed a Kararnama, or agreement with the terms, among others, that the management of the estate should be made over.

On the 14th August 1851, he (first defendant) borrowed of the said Papayya, through his mother, the second defendant, a sum of Rupees 10,000 to meet a pressing demand, that is to say, to pay the peishcush of the estate, and caused her to execute a bond. Moreover the defendants 3 to 23, being the inhabitants of seven villages of Ghuntasala, &c., of the aforesaid Pargana, were made to tender security bonds to the effect that, if the principal and interest of the bond for Rupees 31,000 were not discharged by the first defendant, they would be bound to pay the same themselves. They paid Rupees 3,200 at different times with interest up to 12th increasing moon of Vesakham, year Paridhavy, and endorsed the same on the main bond. The remaining sum has not been liquidated. The aforesaid bonds and other documents were, in the execution of a certain warrant, taken by force by the late Ananda Row Puntulu, elder brother of the 24th, and father of the 25th and 26th defendants, and were endorsed with "irregular" transfers and payments. For the recovery of these documents, Chava Verrumma, widow of the aforesaid Papayya, instituted a suit in your Court in No. 2 of 1861, wherein a decree was passed cancelling the transfers and payments in question, and adjudging the return of those documents to the aforesaid Verrumma. That decree was upheld in appeal. It was afterwards transferred by the aforesaid Verrumma, to Rajah Vassereddy Lakshmeepaty Naidu Bahadur, and by the latter to the plaintiff.

The suit is therefore brought against, viz.,

The first and second defendants who executed the bonds.

The 3rd to 23rd defendants who stood securities.

The 24th, 25th and 26th defendants, being the heirs of the late Ananda Row Puntulu Gar, who throw impediments, by improper means, in the way of speedily recovering the money from the proper parties.

The 27th defendant, a Court Pleader, who induced the 28th defendant to bring in an irregular summary trial on behalf of Government, his endeavours to aid the first defendant for whom he was pleader, having been frustrated.

And the 28th defendant, being the Collector of Kistna district on behalf of Government, who at the inducement of the 27th defendant, threw obstacles in the way of the plaintiff recovering the money of the bonds which were recognised as his property, when in fact the plaintiff is not indebted in any sum whatever to Government, who have no lien on the bonds in dispute.

The bonds have not yet come into the hands of the plaintiff.

This suit is, therefore, sustainable under Section 9, Act XIV. of 1859.

	Rs.	A.	P.
Amount of the principal of the bonds...	41,000	0	0
Interest at one per cent. per Mensem, from the date of the bonds up to this date, as per conditions	75,559	10	8
	1,16,559	10	8
Deduct, paid on account of interest	3,200	0	0
Remaining balance...	1,13,359	10	8

I pray the Court will inquire and pass a decree adjudging the defendants to pay the said amount, with subsequent interest and all costs.

Please consider this.

(Signed) JULUR APPA ROW,
Mooktiar Agent.

20th December 1866.

True translation to the best of my belief.

(Signed) W. H. GLENNY,
Assistant Collector.

ENCLOSURE J. in No. 1.

Translation.

Extract from a deposition taken down from the 1st defendant in Suit No. 15 of 1865.

* * * *

Besides this, the amount of the decree, which is being enforced by this Court, against Potturivar, is due to me. I have heard that orders have been issued by this Court, to the effect that Government has a right to receive the amount of the aforesaid decree; but it is not correct. No orders have been issued in that way in the High Court. I have certain other debts to recover from private individuals. About ten thousand Rupees are to be recovered. I owe to private persons thirty thousand Rupees as per decrees, of which I owe 23,000 Rupees to the heirs of Vassereddy Lakshmeepaty Naidu Gar. This debt is due on account of the purchase of the bond of Potturivar. The aforesaid bungalows have been mortgaged to no one. Two months ago, I

sold the houses at Madras. I sold them to Gazula Narasimha Chetty Gar. He is the son of the Honourable Lakshmee Nursu Chetty Gar. I have now no property whatever at Madras.

• • •

Note.

He stated on deposition being read over to him as follows:—

"My aforesaid statement that I owe 29,000 Rupees to the heirs of Vassereddy Lakshmeepaty "Naidu on account of the purchase of the bond of Potturivar is not true. I owe that sum to "private parties."

Reply to the Court's query. I took the aforesaid money from Siddula Chetty and Company, and paid to Vassereddy Lakshmeepaty Naidu. I purchased the aforesaid decree of Potturivar for sixty thousand Rupees. The sum with which I purchased the aforesaid decree is due to Siddula Chetty and Company. Of the amount of the decree of Potturivar, which I got transferred, I owe 30,000 Rupees to Siddula Chetty and Company.

More than this, no money is due to any one. In 1854, I executed a bond regarding the same to Siddula Chetty and Company. I executed the said bond in any name.

• • •

True translation to the best of my knowledge.

(Signed) W. H. GLENNY,
Assistant Collector.

Submitted to Government, with the Board's recommendation that the papers be placed in the hands of the Government Pleader for his opinion and advice.

(True Copies and Extract.)

(Signed) R. A. DALYELL,
Secretary.

To the Secretary to Government, Revenue Department,
with enclosure.

Copy to the Collector of the Kistna district.

Enld. J. Wright.

PROCEEDINGS OF THE BOARD OF REVENUE,

No. 1867. Department

Dated 7th March 1867.
Received

No. 1,616.

Submitting letter from Collector of Kistna district, and recommending that advice of Government Pleader be obtained on subject of Suit filed against Collector, by M. Ananta Lakshmee Nursu Puntulu, in consequence of Collector's opposition to the transfer to that individual of Decree of High Court in Suit No. 60 of 1861, regarding Vassereddy estate.

No. 580.

Board's proceedings
that the papers be
forwarded to the Govt.
Pleader for his opinion
& advice. Vide letter
of 16. No. 66. Dt. 27. last
Reference to the same
subject matter.

8th March '67

M C Letter Govt Pleader Dept. R.C.S. Dept. II°
M C — Bd of Rev. S. No. 16. Dept. II°