15-7-87

M.R.O. 14-5,450-22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 640 Press ~~Mis.~~

378-879

Dated 16-3-1887.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department,
16th March 1867.

No. 278. Read the following letter from the Government Pleader, to the Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 15th March 1867, No. 54 :—

1. I have the honor to acknowledge the receipt of the Proceedings of Government, under the date and number noted in the margin, and to report to the Right Honorable the Governor in Council that, in my opinion, the Order of Her Majesty in Council may still be enforced.

8th March 1867, No. 580, Revenue Department.

2. The Collector is, I believe, in error in supposing there was litigation between the Government and the descendants of the late Vassereddy Zemindar. Two suits were instituted in the Provincial Court, Northern Division, by parties claiming the Zemindary; against the Decrees in which the parties appealed to the Sudder, and from thence to the Privy Council; where no agents appearing for the parties, the East India Company were directed, by an order in Council, to appoint agents for the several parties; which was done; the appeals were brought to a hearing, and Her Majesty directed that the several parties should repay to the East India Company the sums they had expended in costs. The sum now sought to be recovered is the balance of the costs ordered to be repaid by the Vassereddy Zemindar or his mother and guardian.

3. I am of opinion that on the Vassereddy Zemindar becoming possessed of the Decrees in A. S. No. 50 of 1861, it became liable to the payment of the sums ordered to be paid by the order of Her Majesty, and as I understand from the instructions that M. A. Lukshmi Narsu Puntulu had notice of the claim of Government previously to his completing the transfer, he must, in my opinion, take the transfer subject to all liabilities upon the Decree. This was admitted by his Vakeel in open Court.

4. The manner in which the claim can be best enforced is in obtaining a Decree in the present suit, in which the plaintiff must prove his claim before he can succeed, and the Government having been brought into Court, through the Collector as a defendant, some difficulty which might otherwise have been raised will be obviated.

5. I have prepared and send herewith a written statement, which I advise should be put in on behalf of both defendants. There are some notes which should be attended to.

6. I advise that a fair transcript of the English draft, when finally settled, should accompany the Telugu version.

7. The Government Vakeel at Guntoor having been made a party is an anomaly. In English Courts an objection might be raised if a Barrister were a party, and he appeared for himself and *another defendant*, but I do not apprehend any such will occur in a Mofussil Court. If it should be raised, the Collector and Government Vakeel can easily give to another Vakeel a Vakalutnamah.

8. At first sight the case appeared a little entangled, but on going through the papers, and arranging all the facts chronologically, that appearance disappeared. It does not strike me that it will be necessary for Government to incur the expense of sending my successor to Guntoor. If, however, any new matter should arise Government could then consult him.

9. With reference to my Note (c) on the draft of the written statement, I have, since drawing that draft and penning this letter, received the result of a search in the books of the late Sudder Adalat, and enclose herein extracts from those books, relating to the sums received at the Sudder in respect of the costs awarded by the order of the Privy Council, so far as the Sheristadar has traced the receipts, &c.; he believes these extracts embrace all sums received on that account. In that Order several of the litigant parties were ordered to re-imburse to the East India Company sums they had paid in England for the costs of bringing the appeals to a hearing; Vassareddy Rungammah, the adoptive mother and guardian of Lakshmiputty, was ordered to pay the two sums mentioned by the Collector in the first paragraph of his letter to the Board of the 19th August 1865, No. 139; Atchammah was ordered to pay other sums, and I am not sure whether other parties were or were not ordered to pay other sums. According to the information which I at present possess, the difficulty appears to me to be, which of the sums credited by the Sudder in the accompanying extract are to be credited to Lakshmiputty, and which to the other parties who are also ordered to pay costs; I apprehend that, without doubt, Lakshmiputty should have credit given to him for the first two sums, and that Vassereddy Ramanadha Baboo should have credit given to him for the last sum; but how is the larger of Rupees 11,192-13-8 to be dealt with? I have no copy of the Privy Council Order, nor indeed any papers relating to the suit. Doubtless, however, copies of the Privy Council Order are in the Government Office, and the records of the Collector, and a careful perusal of the Order by the Collector and reference to his records regarding the sale of the Vassereddy estate, may enable him to judge how much, if any, of that amount should be credited to Lakshmiputty Naidoo, and how much, if any, to the other parties.

10. I return all the papers received with the Proceedings noted above.

No. 279. ORDER THEREON, 16th March 1867, No. 640.

Miscellaneous.

Ordered to be communicated to the Collector of the Kistna District with the Draft answer and Memorandum, for his information and guidance.

(True Extract.)

(Signed) W. HUDLESTON,
Secretary to Government.

To the Collector of Kistna.
,, the Board of Revenue.
,, the Government Pleader.

Exd. S. T. Augustin.

Memorandum

× Rajah Yarlagaddas Antineeds.

1 The Zemindar of Dawaracota Pargunna and his adoptive mother both contracted a loan of Rs 41,000, from Chowa Papayya in the Month of August 1853 and executed Seperate Bonds the former for Rs 30,000 and the latter for Rs 11,000 - For the due discharge of the first bonds, the Ryots of 7 Villages of Dawaracota Estate stood sureties.

2 Some time afterwards the Bonds in question were transferred by Chowa Verrammah, widow of the said Chowa Papayya to Potter Ananda Row who received the principal and interest due on these bonds from Rajah Y, Antineeds 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 Raja Y, Antineeds.

3 On the 30th January 1861 the above named widow Chowa Verrammah brought a suit No 2 of 1861 before the Civils Court of

2 of 1861.

of Cuntoor against 1st Defendant, her mother Pauparamma, 2d Pottuvy Anandarow, and 3d Raja Yarlagadda Ankineedu denying that she ever transferred the Bonds to P. Anandarow and asserting that she had deposited them with her mother 1st Defendant from whom the 2d Defendant obtained them by forcible and illegal means.- × Pottuvy Anandarow

4 The 1st Defendant Pauparamma admitted the Plaintiff's right to the Bonds and that the 2d Defendant had obtained them from her by force.- × Pottuvy Anandarow

5 The 2d Defendant asserted that the Bonds were duly transferred to him by the Plaintiff and that he had received the principals and interest due on them from the 3d Defendant and returned them to him.-

6 The 3d Defendant stated that as the Bonds appeared to have been publicly transferred to the 2d Defendant, he paid him the money due on them and took the Bonds back.- × Pottuvy Anandarow

7 The Civil Judge after receiving evidence

evidence on all sides, decreed that the 2d Defendant" do restore the Bonds he obtained " to Plaintiff, in default that he do pay Plaintiff the sum of Rs 78,800 being the sum which " he has received on the Bonds from the 3d " Defendant including the principals and in " terest and all costs of suit (vide judgment in O S No 2 of 1861).-

8 This Decree was fully confirmed in appeal by the Sudr Court in A. S. No 50 of 1861.-

9 At this state, P. Anandarow the 2d Defendant compelled the 3d Defendant by Ankineedu by a suit × to produce in Court the above mentioned "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.-

× Rs 31 of 1863.-

× Note
For evidence in appeal A No 50 of 1861.-

10 Whilst an appeals from the Decree of the Sudr Court in the Suide appeal No 50 was pending before the Privy Council, the Plaintiff Verremma transferred the Decree to Vasireddy Lakshmipaty Naidu, who again transferred it to Mungamuru Ananta Lakshm Narsu

Narsu Pantulu — But before the latter trans
=fer was admitted by the Civil Court of
Guntoor, the Government Vakeel by Petition
No 355 of 1865 dated 28th August 1865 opposed
the transfer by V. Lakshmipaty Naidu
against whom the Government had a de=
=mande for a large sum, being the balance
of costs incurred by the E, I, Co, in bringing
the suits of Lakshmipaty Naidu before the
Privy Council to a final hearing.—

11 On the 27th September 1865, the High
Court Vakil Ekambaram Manaiyer who appeared
for Ms. Ananta Lakshmi Narsu Pantulu
in Suit No2 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 leaving
the claim of Government against V. Lakshmi
=paty Naidu — The Civil Judge upon that
condition admitted the transfer by Laksh
=mipaty Naidu vide Proceedings 27th
September 1865.—

12 In enforcing the Decree in O.S. No2
against the heirs of the 2d Defendant, certain
reels and personal property including certain
Jewellery

Nos 4 of 1826 and 11 of 1827 Regarding the late Vayereddy Zemindary

Enclosures — A

Pottuvi Anandarow

Government Proceedings dated 27th February 1866. Re

and a Ranzeenamah in Suit No36
of 1863 for a sum of Rs 37,000 were attached.—
13 On the 11th April 1866 the Government
Vakil again presented a Petition No182 Re=
=questing the Court to obtain a sufficient and
binding guarantee from Ms. Ananta Lakshmi
Narsu Pantulu for the payment of the
amount due to Government by Lakshmipaty
Naidu and in default to hold in deposit
any money &c that may be realized in the
process of executing the Decree in No2 but
no orders have yet been passed upon this
Petition.—

Pottuvi Anandarow

14 The Heirs of the 2d Defendant presented
certain Petitions requesting the Court to order
the Bonds produced by the 2d Defendant to
the Court with his perview Petition to be given
to the transferee of the Decree in satisfaction
of the Decree in No2.—

15 The 3d Defendant objected to the above
Petition on the grounds that the Bonds hav=
=ving been paid off, were his property and
that they were produced in Court only for
the purpose of being used as evidence.—

16 On the 6th August 1866, the Civil Judge

Enclosures — B

however

however held Proceedings to the effect that the Bonds should be taken by the Plaintiff in Satisfaction of the Decree No 2 and that they should be again attached under the debt due to Government.

Insert as that

17 On the 7th August 1866, the 2d transferee Mr. Ananta Lakshmi Tarsu Pantulu 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 2d transferee Mr. Ananta Lakshmi Tarsu Pantulu as in the place of V. Lakshmipaty Naidu in accordance to the admission made by his Vakeel to that effect.

× Enclosure C

× Enclosure D

18 While matters stood thus, the 2d transferee Mr. Ananta Lakshmi Tarsu Pantulu and heirs of the 2d Defendant made a private adjustment as regards the Decree No 2 in the following manner.-

× Potturi Anandarow

19 On the 19th December 1866 the Razeenama in suit No 36 of 1863 for Rs 37,000 belonging to the Estate of the 2d Defendant under attachment was

21 No 21 apparently in

× Enclosure E

transferred to the Honorable Gazulay Lakshminarsu Chetty and some other private arrangements were made regarding the Jewellery under attachment, and on the 20th December 1866, both the heirs of the 2d Defendant and Ananta Lakshminarsu Pantulu 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 Lakshminarsu Pantulu and others to whom they said it had been sold; should this arrangement be permitted there would be no tangible property of the 2d Defendant to satisfy the Decree in Suit No 2.-

× Enclosure F

Enclosure G

The Government Vakeel has been directed to oppose it.-

20. On the same date Raja Ayankagadda Ankineedu (the 3d Defendant) brought a Suit No 4 of 1867 against the heirs of P. Anandarow, the 2d 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 Rs 78800 on them as shown in the judgment in Suit No 2 of 1861 and objecting to the sheirs of 2d Defendant being

permitted

permitted in any way to alienate them.-

21 On the same 20th December the 2d transferee Enclosure - H
M, Ananta Lakshmanarsu Pantulu applied by Petition No 21 for a review of the Proceedings of the Civil Court under date the 8th August above quoted and to reject the claims of Go=vernment against him and the property derived by him under the Decree in No 2.-

22 On the same day, he filed a Suit No 3 of 1867 against the Raja Y, Ankineedu and Enclosure -- I
others as well as the Collector and the Govern=ment Vakeel of the Civil Court for the recovery of Rs 113,359-10-8 as the principal and interest due on the said Bonds the reason given for including the Collector as the Dependant 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 costs to the East India Company against Vaseereddy Lakshmipaty Naidu

Naidu or his estate still holds good.-

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

The Decree in question was as shown above, stated to have been purchased by Ananta Lakshma Narsu Pantulu, 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 deter=mine 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 regards to the first point the

the history of the litigation between the Govern=ment and the descendants of the late Vuppa=reddy Zemindar is already in the possession of the Boards 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 Lakshmepaty Naidu in the Guntoor District to satisfy the Decree for Rupees 112573-11-7. Rs 1100. only were realized at the time, and the balance has never been recovered to this day. Lakshmepaty 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 pro=perty available for seizure.-

25 With regards to the second point there is nothing to show under what circumstances Lakshmepaty Naidu became possessed of the Decree - it was however nominally transferred to him as above stated by Chava Venemma, and again by him to Mungamury Ananta Lakshmenarsu Pantulu, whether any bonâfide transfer ever took place may perhaps be doubted

Para 10 above

Enclosure J

doubted. The whole transaction bears the appearance of collusion and fraud from beginning to end. Ananta Lakshmenarsu Pantulu in Petitioning the Court to obtain possession of the Decree stated that he had purchased it for Rs 60,000. In a de=position 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 discre=pancy having been noted by the judge and Counsel, the next day after consultations with his friends again contradicted this Statement.-

26. With regards 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 Lakshmenarsu Pantulu against the Dasaverakotta Zemindar for Rs 113359-10-8 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

Para 22 above

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 Generals or Government Pleader. The Decree under Litigation is now under the Court's attachment. It is as shown above against the 2d. Defendant Bottuy Ananda Row for the restoration of certain Bonds or the principal and interest paid on them.-

27- Attempts being made to transfer all the available property of the 2d. Defendant by Rayeenamah as shown above to Ananta Lakshme Chetsu Pantulu. The Government Vakeels has received instructions to oppose this, and to watch the case carefully in every stage.-

Kistna District.
Collectors Office
at Nuzvid
Bandar Taluk.
20 February 1869.

J. Moorhill
Collector.

Extract from the proceedings of the Civil Court of Gunloor dated 8th November 1865.

Read miscellaneous petition No. 3089/1865 presented by Mombri Abdul Salem Sahib, Vakeel, for Pothuri Venkatappayya, Chinna Venkatappayya and Lakidas, heirs of the 2d Defendant in original suit No. 2 of 1861 on the file of the Gunloor 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 2d 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.

not so

not so

What decree?
The decree in O.S. No 2 of 1861 was reduced to 2 Rs 2 annas

Order -

Notice to the High Court to attack the

In the Course of

As a letter from the Collector of Kistna District to the Secretary to the Board of Revenue

Dated 20th February 1865

No. 48

Re-Lodged from A J -

Statement Enumerating on the margin of the Decree of Sunset Court in O.S. No. 29 of 1867 - by the late Lakeiah to whom the said Bonds were transferred by the Plaintiff - Ramakotta -

Superintendent of Records

Rec. Sunset 15th March 65 & Sent 2 Sets

the within specified documents under Sect. 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.
W. Hodgson.
Asst Coll.

Compd
E. Rethinamoyagam
Translator

This is to certify that the documents entered in the annexed list have been filed in this Court with a petition (No 247 of 1864) presented by Pethuru Sinnadu Rao, appellant in Regular Appeal No. 50 of 1861 on the file of the late Judge 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) Pro. T. Elkins
Deputy Registrar
Appellate Side.

True Copy
W. Hodgson.
Asst Coll.

Compd
E. Rethinamoyagam
Translator

Proceedings of the Civil Court of Gantoore dated 6th August 1866.

Read Miscellaneous Petition No 74 of 1866 presented on 25th January 1866, by C. Buchi Narasimha Sastrulu Vakeel for Pothuy Venkatappayya and 2 others, heirs of the 2nd 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 Rs 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 Courts in the Suit, were attached by this Courts 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.

Petitioners therefore pray the Courts to order the delivery of the said documents to

A

Petitioners Miscellaneous Petition presenting Collectors Letter dated 20th February 1865.

Rs As P

Copy of the Courts' Proceedings &c. Recd 1865 about the attachment of certain Bonds.

In Gen Nos 1805/65

Rec. Bonds & Hand'd by L 1378

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 executions 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 considerations due thereon from the party thereins concerned.-

Petitioners therefore pray the Court to

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 L. R. Cumaraguru Menaven = Regl Courts Pleader, and K Lakshmi = = narayanan, Vakil of this Court, on behalf of Mungammal Ananta Lakshmanavar Pan = =tulu, judgment creditors in Suit No 2 of 1861 on this Court's file stating that of the 10 do = = cuments produced in Court in Satisfaction of the Decree, 2 Enclosures were not forthcoming that Sections 262, 408, 409 & 410 of Collett's Code of the Torts and of the measure of damages entitle the judgment creditors to recover interest on Rs 78,800, the subject value of the suit, that the same was allowed in the warrant issued by the Courts for the exe = = cution of the Decree and that Section XI of Act XXIII of 1861 provides that all ques = tions relating to interests payable on the subject matter of the suit, between the date of the institution of the suit and execution of the

Decree

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 Defendants' property now under attachments.-

Read Miscellaneous Petition No 162 of 1866 presented by Petitioners in No 74 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

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 10 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 2d Defendants, 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 awards, 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 Colletts Law of Costs is not applicable to this case in as much as the

Bond

Bonds in question were regularly and publicly transferred to them, that Sections 408, 409 & 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 transferee Rajah Vaseereddi Lakshmipati Rayudu 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 executions of the Decree of this Court

Court in O. S. 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 transferee of the said Decree in the Bonds for Rs 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 Plaintiffs costs in appeal to Her Majesty's Privy Council and on the requisition of this Court were permitted to its custody. The Transferee Plaintiffs Vakeels objected to the execution of his decree by handing him over these Bonds and some enclosures of document Nos were not forthcoming and he claimed

claimed to have the interest paide 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 this missing
papers could not affect the Transfer
Plaintiffs 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 execu-
tion 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 order
is that the Bonds, the subject of O.S. No 2
of 1861 on this Courts 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 2d Defendants representative
or representatives and paid to the
Transferree Plaintiff.-

The property of the 2d Defendants'
heirs, which is now under attachment,
will

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 months time
is allowed for the purpose of enabling
the 2d Defendants heirs to pay into Court
the amount of costs due Vizt Rs 3267 11-8-
on their complying with this order the
residue of their property now held under
the attachment of this Court will be released

6th August 1866.-

(signed) W. Hodgson
Civil Judge

True Copy.

W. H. Gurney
Asst Collr

Compared
V. Ekambaraya
Translator

C.C. No 2 of 1861 before the Court
Rel. No 30 of 1861 before the 3rd
Court Miscellaneous petition
No 342.

To The Civil Court of
Gampaha.

Humbly sheweth from the Lakshmi Perera
Pantola Judgment Creditor in the above
Suit humbly submits this petition as the
reasons Viz:

1 He purchased the property in the said
suit for Rs 60000 from Lader Kapuhakshmi
Perera Garoo (the original Plaintiff) by
means of an instrument duly registered according
to Act No 16 of 1864, established his right &
transferred by an order of your Court obtained
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 Kapuhakshmi the said Perera
deceased owes to the Government (as now alleged)
on the petition of the Collector of R.D. on behalf
of the

B

Lis Pendens in Kandy
Recognizance Collection
Letter Rates 20th Feb. Rec.
1865 No 98

Encumbrances with their
Court Rates &c. Requested
15th Dec. that the
Bonds should be
over to the Treasurer

Claim Cliff

In Civil Oct 8005/67

Rec. Bonds Mandl. 4 Dec 378

of the Government. 3. The (the Plaintiff in the present case) begs to represent that the petition has been endorsed without his knowledge, without a notice being given him & lastly without affording any opportunity for making objections to him or to his agent who is ever present at the Court Kalion, tends to subject him to an irredible Amount of Loss by this Means, the petition of the Collector is one which greatly affects the interests of the Plaintiff & Consequently he prays the Court to take 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 to long a time in its realisation - Creditors should take from their debtors, in accordance with this rule the Plaintiff begs to state that the said Rajah is answerable for the debts, if at all payable, and that the

So in original

Petition is barred by the Law of Limitation.

5. The Plaintiffs agent therefore requests the Court to grant Copies of petitions & instructions given by the Collector 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 to prevent or stop the immediate execution of your Honors recent order passed in favor of Government till he obtains the decision of the High Court in an appeal against it.

7th August 1866 (signed) P. Venkatacharyar
Pleader.

(illegible)

/ True Copy /

Asst. Collector

Counsel
V. Ramachandra Ayyar
Govt Solr

Order. On Miscellaneous Petition No. 342 of 1866.

It was conceded by the Plaintiff's Vakil at the hearing of the Petition 355 of 1865, applying for a 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.

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 has 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.

(Signed) W. Hodgson
Civil Judge

8th August 1866.

/True Copy of a Copy/

J. Beaumont
Collector

C

Enclosure in a Letter
accompanying the
Collector's Letter Ra. 23
23rd February 1867. Rec'd

Price Examining Petition
Reason for Examining
Calcutta 18th February
1867.
Petitioner

Rs. Annas Examined by [illegible]

D

Enclosure in a Memo:
accompanying Collectors
letter dated 25th February
1867. No 46 -

Proceedings of the
Court dated 8th August
1866 -

In Genl Reg No 806/67

Rec. Bros. 16 March 67 No 1278

Extract from Page 117 of Register No. 4 of Guntoor Sub-District.

1st and year.	2nd and year.	District	Place of Registration.	Deputy	Place of Registration.	Value of Stamp affixed to Instrument.	Date & hour of presentment. Date.	Hour.	Names of parties executing the Instrument.	Names of parties bringing the Instrument.	Persons Examined. Name.	Address.	Payment of money or delivery of goods made in presence of Registering Officer.	Date of Registration	Serial No. of Registration under Section LII.	Abstract of Instrument	Rate of wages & cost of Registration & Attestation.		Translation of Instrument	Number of Folios in Book.
LVII	LVII	-	LVII	-	XIV	XXXVI (1)			XXXVII (1)	XXXVII (2)	XXXVI (2)	XXVI (3).	XXXVII (4)	XL.	L.	40	35	38.	XLIV.	

38 of 1866.

Guntoor

Elijah Hasfeld

19th December

5 O'clock P.M.

Ramarazu Ramayya. Executing the Instrument

Ramarazu Ramayya

Jarane-Kanti Venkatap-pa Sastri living by Inams and Govinda-razu Pattabhi-Ramayya living by Inams and Sirkar Service.

Pattabhi in Ramalingaraju Native of Nazvid Sub District

"

19th December

"

Compd.

D. L. R.

Ramalingarayanu Examined

The words "A. Rajie" written

Assignment executed on 19th December 1866 by Ramarazu Ramayya an inhabitant of Guntoor, transferee Plaintiff of No. 36 of 1863 Guntoor Zillah Court's file, to the Honorable Gajula Lakshmanarau Chetty Garu an inhabitant of Sangivarayanipeta in Madras.

The remaining amount of the future instalments (including that of 30th June — 1867) payable to me by Shrimant Rajah Garlagadda Venkiniti Bahadar Zamindar of Davaracota Purgunna Defendant, agreeably to the Rajinamah in this Number is (Rs. 33748 - - -) Thirty-three thousand seven hundred and forty-eight Rupees.

I do hereby transfer the whole right which I possess by virtue of the Rajinamah (of this number) of the aforesaid amount, and I receive from you (Rs. 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 Rajinamah. This assignment is executed with my consent.

(Signed) Ramarazu Ramayya

In the presence of the witnesses

(Signed) Jarane Kanti Venkatappa Sastri

" Govinda Rajula Pattabheramayya

Written in the handwriting of Pruganti Bhanumurti with the knowledge of the above witnesses.

(Signed) V. Seshayya Sub. Registrar

(True Copy)
Guntur Sub District
Sub. Registrar's Office
24th January 1867

V. Seshayya Sub-Registrar

I True Translation to the best of my belief.

Venkatarayanu Examined

Transfer

Gunloor Tillak Courts File OS No 2 of 1861.

Late Sadr Courts File A.S. No 50 of 1861.

Gunloor Tillak Courts No 270 of 1865.

Petn of

To

The Tillak Court at Gunloor

Transfer-Plaintiff
Mungamoor Arumla-
Lakshminarsu Pinlulu
an inhabitant of Madras

The Heirs of late Potluri Anandarow Pinlulu
2d Defendant.
1 Do Venkatappaya Pinlulu
2 Do China Venkatappaya Pinlulu
3d Do Kalidos Pinlulu
inhabitants of Gunloor

The Petition presented by both parties.

The heirs of the 2d Defendant beg to state as follows.

Your Court held proceedings on the 6th August 1866 permitting the transfer-Plaintiff to receive the following 10 Original Documents. viz.

The Registered bond (on Stampt Paper) of the amount of 31000 Rupees Executed by

E

Petitioner is a Farmer; Accompanied by Petition dated 20th February 1865. No 48.

Extract from page 119 of Register Book of Gunloor Tillak Court

In Gunloor 10 Oct 1865

Rec. Mar 16 March 65 L L 3/8

by Rajah Vyarlagadda Ankineedu 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 7 Security bonds (on Stamp papers) executed by the aforesaid Zamindar to the villagers.

And the bond (on Stamp paper) of the amount of 10000 Rupees, executed by Sri Durga Bhavanamma mother of the aforesaid Rajah, to the aforesaid Chava Papayya.

There is therefore no objection on the part of the heirs of the 2d defendant to the aforesaid documents being taken by the transferee (Plaintiff) of the money in deposit in the Court

Court for us, be taken by the transferees 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 transferees agreeably to the aforesaid Decrees, there remains a sum of Rs 7500 payable by us to him. but we have no means of paying that sum to the transferee. We therefore sold for ready Cash the properly belonging to us as detailed below (out of the property under attachment agreeably to the warrant), to Venugamini Narsimha Pantulu at present residing at Madras on account of Rs7500 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 Courts attachment and get it registered - we have thus assigned the aforesaid 7500 Rupees from the said

said Ganesinha Pandita to the transferee

(Particulars of property)

The Gardens Nos 774 & 775 consisting of
acres 14-15 situated on the south side
of the village of Ganboor together with
the fruit trees; 2 brick walls, 1 wall
built of Stones; 1 Wooden Gate and
1 tiled house of 6 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; 1 well built of bricks;
1 well built of black Stones; 1 Ruined
brick House (brick faced bank
with steps); and a tiled Shed with
6 rooms

The 2 tiled godowns of 2 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 Pali Doddi 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 (Mangosa) and other
plants thereon situated - 1 door frame
with door.

The entire waste land situated on the
South side of the Agraharam belonging
to Pottuvi Kalidoss in the village - One
Stone built well and tamarind and other trees
situated on that land.

The Inam lands situated in the village viz
1 Spot called "Paragali Cheruvu" consisting
of Acres 38-38
1 Spot called "Paravacheruvu" consisting
of Acres 36-26-
1 Spot called "Rasemiganli" of Acres 14-16-
1 Spot called "Kasaraju Kunta Cheruvu"
of Acres 32-9

The

The Jaminda Lofe Calle d "Viirabhadrapah
Paduka" of Acres 8-15 situated on the
East side of the Village, with Kaurund
and other fruit trees thereon situated.
The Inam land of Acres 20-8 belonging
to us situated at Valjenla.
The Inam land of Acres 25-10 situated
at Kaula Village.
The Inam land of Acres 20-30 in Dhara-
vikola.
The Inam land of Acres 10-9 in the
village of Vedamunne
The Inam land of Acres 9-19 at Panidarum
The 2 Inam lands of Acres 20-18 and 20-18
respectively, situated at Gamunla-
being the total of Acres 40-36.
The Inam land of Acres 12-25 situated
at Vanegalla.
The Inam land of Acres 10-9 situated
at Lagalla.

The Inam land of Acres 20-18 situated
at China Jadalapurly.
The Inam land of Acres 16-18 situated
at Rumbure.
The 4 Inam lands of 2 9-5- viz
Spot Acres 9-38
Spot Acres 9-3
Spot Acres 4-26
Spot Acres 5-38
Situated in Jakkallapadu near Gunloor
The Inam land of Acres 9-38 situated
in Mallayapolem a land of
Pallipadu
The Leri waste land No 70 of Acres 31-11
situated in Vedamaddum together with the
Jooma trees (Baboo) thereon situated.
The Leri land called "Kandana Vanam"
of Acres 26-37, situated in Dharanikola
together with the wood apple & other trees
thereon situated. Also the Stone
"Mundapum" built on four pillars.

The

The Sarivetkandam of Ro 104 of Acres 2
situated at Chebrâl.

The 2 Acres of land bearing the same
name in Lalkandagulam.

The Spot called "Challappagari"
of Acres 2-39 making total
Acres 6-39.

The Seri garden land Ro 408 of Acres 1-5
belonging to Gunloor Subbayya in
Runigollapuram, which we possessed-

The Palmyra Tope of Acres 22 situated
in the village of Kollûru together
with the Palmyra trees thereon
situated-

The Palmyra Tope of Acres 11-25 situated
at Daggirala together with the
Palmyra trees thereon situated-

The Inam land of Acres 12-22 in
Pasulûr.

And the Inam land Ro 79 of Acres 6-32½
situated at Korilipadu.

The Inam lands, Seri lands,
waste lands &c above described
and the Current years proceed
of the same have been sold to the
aforesaid Rangamâmi Narsimha
Pantulu on account of the remaining
balance of Rs 7500

Therefore the heirs of the 2d Defendant
satisfied the Transfer-Plaintiff
with the following Stipulation viz

That the heirs of the 2d 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 Narsimha
Pantulu, should be put in his
possession.

That out of the remaining property the
portion for which Ramaraj Ramayya;
Abkinipragada Venkata Narsimlu
and others have presented cross
motions, should be made over to
them agreeable to the Cross Motions
That the tiled houses Compound &c
(in which the heirs of the 2d Defendant
are living) which were sold by the
2d Defendant and his heirs to
Ramaraj Ramayya as also the Fork
ground, tiled houses &c a situated
on the South west of the aforesaid
houses &c, should be made over to
Ramaraj Ramayya.
That the money remaining in the Fork
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
2d Defendant and stated in the Memo
so that there should be no disputes,
with respect to the amount of this
Decree, between myself and the heirs
of the 2d 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
10 documents in dispute which
are lodged in the Court and the
Money remaining in the Court.

December

December 19th 1866.

(signed) Pollard Van Kalkstaye

" Pollard China Van Kalkstaye

" Pollard Kalidasa

20 December 1866

(signed) Julius Apfarad

Anglian Agent

(signed) Pollard Hiliganandam

pleased

(Time Tensleabin)

to the best of my knowledge.

P.H. Apfarad.

Agent.

Copied

Pollard Hiliganandam

Translator

Translation.

To

The Zillah Court

at Guntoor

Petition presented by Tolati

Purushottamayya Govern-

-ment Vakil.-

I have heards that Anantha

Lakshminarsu Pantulu, son of Ramya

-murti Narsimha Pantulu late Deputy

Collector, who is the alleged transferree

of the Decree No 50 of 1851 Sader 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

principals and interest of the amount of

the bonds referred to in that Petition - and

[I have heards] that certain other persons,

friends of Mungamuri we have also

presented

F

Sue Court in Person:
accompanied by Collector
Letter dated 21st February
1851. Rs 48

Petition presented by
transfer Plaintiff, and
the Peon of the late
Ottara Ramarazu.

In Court No 80 of 1851

Ex. Fee: 16 Stamp Rs 2 8 0

presenteds certain Petitions, praying that the heirs of the 2do Dependant (who have no authority s/o to do) may be permitteds to give up to Avanta Lakshmi Narsu Pantulu the bonds referreds to in the Proceedings heldo 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 incurreds in Englands; praying that a portion of the attacheds property may be madeo over to certain other parties. ando praying also that a portion of it to may be put in the possession of certain other persons — The next to day I applieds for Copies of the aforesaid complaint ando other papers — which applications your Court admitted.—

On the afternoon of the 22do Idem I only obtainedo copies of the Complaint ando Telugu translation of the Petitions which preceded a reconsiderations of the case — I have submitteds those Copies to the Collector with my Arji dated from 23do Instant

Instant upto this day the Court has been closeds — I therefore asked the Shiristadar to give [one ?] the remaining copies — He told me that your permission ought to be obtainedo to grant Copies during holidays.

I have not yet receiveds those copies.

who is this Chullapully has not been before men?
I suppose the Zemindar of Nos 2/61

The Zemindar of Chullapully, on being askedo by the 2do Dependant for the aforesaids bondo for the purposes of evidence, asserteds that they were filedo in the Court; ando that as they were dischargeds in payment of the debt due by the heirs of the 2do Dependant, they couldo not be useds — He (the Chullapully Zemindar) on the same day filedo a Suit against the heirs of the 2do Dependant.—

What suit? what day?

It is obvious from the recordo that the aforesaid Lakshminarsu Pantulu ando allo the other parties have combined together ando entered into various engagements (contrary to the rules in force ando your Courts proceedings) with a view to prevent the amount of the Decree to which Rajah Vasireddi Lakshmipati Naidu

was

was entitled from being liable for the debt due by him to Government.-

That the transfer alleged to have been obtained by Anantha Lakshminarsu Pantulu 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 Pattivaru nor Kumgaravaru nor other private 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 Lakshmipati etcetera That it is necessary for me to ascertain, thro' the Collectors, 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 Honorable Court to take the foregoing circumstances into your considerations; 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 Anantha Lakshminarsu Pantulu and his father; to allow me adequate time to enable me to present Petitions with sufficient grounds, after submitting the aforesaid Copies to the Collectors, 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 - 3d June 1867

(Signed) T. Purushottamayya
Govt Vakeel

(True Translation)
to the best of my knowledge
W. K. Ogilvy.
Asst Collr.

Compd
K. Krishnamurayana
Translator

(In Telugu)
Miscellaneous Petition
No 21 of 1867.

Under Section 38 Act XXIII of 1861

To The Civil Court
of Guntoor

Humbly Sheweth

The humble Petition of Mangamoor Ananta Lakshmeeswara Sastrulu Transferee of the Decree in original Suit No 2 of 1861 on the file of your Court

Shot your Petitioner requests your Honourable Court to re-consider 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;

1st Because the original Plaintiff and Decree-holder Chava Verramah 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.

2nd Because between 2nd July 1863 & 24th August

G

Petition presented by the Govt's Pleader objecting to the arrangement made by the Petitioner with Ananta Rao's Petitioner.
- Enclosed -

In Council in a Memo: recommending Collector's letter dated 20th February 1865. No 48

Rec. Regd 16th March No 1238

Jm Grant Rec No 1238

August 1865, during which time the Decree was in the hands of Lukshmipatty Naidoo Bahadoor, 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 1000 a month and are now paying a Pension of Rupees 750 to his widow

3rd 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 Honorable Court by an order dated 11th October 1865 and the issue of a Warrant and likewise the attachment of Defendants 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 brought property from a Man against whom Govt have a Claim, in no way gives Government any right over property so brought in persons good faith. the more so when as in this case Government can be shown to have slept over its claim.

4th Because in the application of the Government Vakil 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

Petitioner from proceeding against the Zemindar of Davaracottah, as your Petitioner will proceed to show-

5th The present Government Vakil is not only a Vakil 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 under hand measures in his official Capacity as Government Vakil, in order to assist the said Zemindar and thereby to affect the just rights of your Petitioner -

6th A reference to the Decrees in original Suit No 2 of 1861 and Appeal Suit No 5 of 1861 will show that these documents were unlawfully and fraudulently taken possession of by the 2nd Defendant in that Case with the collusion of the 3rd 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 2nd Defendant in original Suit No 2 of 1861 and has since been trying to evade his own liability by means of his own Vakil Dolaty Poorshottamaya, who in his position as such first applied to your Honorable Court by a Petition No 555 of 1865 to refuse to give up the said documents to your Petitioner, as they were utterly useless & valueless - This application not meeting with any success, the said Vakil in his position of Government Vakil obtained by foul means a letter from a perfect Stranger Kopparaz Yogamundam 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

7 Your Petitioner leaves it to your Honorable Court to decide on the propriety or otherwise of the said Vakil Tolaty Poorshottamayya first, in his Capacity of Vakil 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 -

8 The reason that an application for a deposit only was made, was, your Petitioner realises to assert, to prevent the Government having any hold upon the Zemindary 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 -

9 Under the foregoing circumstances your Petitioner respectfully solicits that your Honorable Court will in justice grant a re-consideration of the order dated 8th August 1866 and will allow the order of the 6th August 1866 to stand good - And shall ever Pray -

Guntoor
17th December 1866

/ True Copy /
J. A. Glenny
Asst. Collector

Traced
V. L. Rathnamayyar
Vakil

To

The Civil Court

at Guntoor

Complaint preferred by Plaintiff Vinnaga-
-muri Ananta Lakshminarasu Pantulu
an inhabitant of Sanjeevarayunipalle
in Madras, Braminand Louear.-

Against the Defendants.-

3rd Dept.

1 Sreemant Rajah Yarlagadda Ankie
-needu Bahadur Zemindar of Kumma-
Caste holding an Estate & are inhabitant
of Challapalli in Devarakota.-

2 Sri Durga Bhavanammah Garu his adoptive
mother.-

who are Nos 3 to 23 are parties? Are they the same?

3 Gooroopati Kristnammah of Do Caste a
Ryot of Guntasala in Devarakota
Pergannah.-

4 Do Venkayya Do — Do —

5 Malempati Ramayya son of Mo,
Venkayya deceased of Timmageddah in
Devarakota Pergannah.-

6 Malempati Chinnayya of Timmageddah
in Devarakota Pergannah.-

H

Collector in Guntoor
recommending Collection
letter dated 20th February
1865. No 48. -

Appl of 1865.
Petition of Vinnamanga
Ananta Lakshmina Garu
Pantulu - 17th April 1865

Jn Gunt No 1 of 1865

Ben. Regd. Filed No 1 of 1865

7 Kolli Soobayya of Potarlanka in
Dowaracota Pirgunas.-
8 Do — Narsayya Do — Do —
9 Do — Pattabhiramudu Do —
10 Kommaraouze Soorunna Brawmin
Cumum of Do —
11 Surapaneni Venkayya Ryot of Comma
Caste and one inhabitant of Srikaku
=lum.-
12 Do — Layenna of Do —
13 Kara Kodunda Ramudu Brawmin
Cumum of Do —
14 Argah Chelmayya of Sudra caste
a Ryot of Inhabitant of Pedakalla
=pally.-
15 Kodali Nagaraouze Brawmin Cu
=mum of Do —
16 Do — Somaraouze Do —
17 Adivi Pattabhiramudu Do —
18 Anisetty Ramdoss, a Ryot of Bhagi
=reddipally in Dowaracota Pirgana
19 Sinnisetti Venkayya Do — Do —
20 Pingali Seetapati Brawmin Cumum
of Do —
21 Komdeala Damanyya of Sudra Caste
a Ryot of Majeeru in Dowaracota
Pirganas -
22 Yeneke Buchayya Do —

2. Dept

23 Nayeti Venkatramudu Brawmin Cu
=mum of Inajeeru in Dowaracota Pirgana
24 Pattavi Venkatappayya Pantulugaru
brother and heir of late Anandarow
Brawmin and Dowaragun inhabitant
of Guntoor.-
25 Do China Venkatappayya Pantulugaru
son of the said Anandarow and an
inhabitant of Guntoor.-
26 Do — Kaledas Pantulu Do — Do —
27 Toleti Purushottamayya Gun Brawmin
Court Pleader of Guntoor and an
inhabitant of Guntoor.-
28 G. Thornhill Esquire Collector of the
Kistna District on behalf of Govern
=ment residing at Mocalipatam.-

27 1853

On the 13th August 1851, the 1st De
=fendant borrowed Rs 31,000 of Chanda
Papayya an inhabitant of Chanderlapeed
to meet a necessity, that is to say, to pay
the Peishcush on his Estate, and executed
a bonde mortgaging 59 Villages of Do
=voracota Pergunnas, as well as his
entire property with this stipulation among
others - that he should pay the Principal
and interest whenever demanded. He
also

also executed a Kararnamah or agreement with the terms, among others, that the Ma= =nagement of the Estate should be made over

On the 14th August 1851 he (1st Dependant) borrowed of the said Parayan, thro' his mother, the 2d Dependant, a sum of Rs10,000 to meet a pressing demand that is to say to pay the Peishcash of the Estate, and caused her to execute a bond - Moreover the Dependants 3 to 23 being the inhabitants of seven Villages of Chuntasala 4 Cheri of the aforesaid Pergunnah, were made to tender security bonds to the effect that, if the Principal and interest of the Bonds for Rs 31,000 were not discharged by the 1st Dependant, they would be bounds to pay the same themselves - They paid Rs 3,200 at different times with interest upto 12th in= =creasing Moon of Visakham, Year Pari= =dhavi, and endorsed the same on the main bonds - 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

by the late Anandavan Pintaku elder brother of the 24th and father of the 25th & 26th De= =fendants and were endorsed with "irregular transfers and payments - For the recovery of those documents Chavar Verraman= widow of the aforesaid Parayan instituted a Suit in your Court in No 2 of 1861 wherein a Decree was passed cancelling the trans= =fer and payments in question and enjoi= =ning the return of those documents to the aforesaid Verraman= - That Decree was upheld in appeal - It was afterwards trans= =ferred by the aforesaid Verraman= to Rajah Vafsareddi Lakshmipati Garidu Bahadur and by the latter to the Plaintiff -

The Suit is therefore brought against first The 1st and 2d Dependants who executed the Bonds -

The 3d to 23d Dependants who stood Securities -

The 24th, 25th, and 26th Dependants being the heirs of the late Anandavan Pintuluyar who threw impediments by improper means in the way of speedily recovering the money from the proper parties -

The

The 27th Defendant, a Court Pleader, who induced the 28th Defendant to bring an irregular Summary trial on behalf of Government, his endeavoured to aid the 1st Defendant for whom he was pleader having been frustrated.-

And the 28th Defendant, being the Collector of the Nistna 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 recognized 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 IX Act XIV of 1859.-

Amount

Amount of the Principal of the bonds	1,1000-0-0
Interest at 1 per Cent per Mensem from the date of the bonds upto this date as per conditions	75539-10-8
	116539-10-8
Deduct paid on account of interest	3200-0-0
Remaining Balance	113339-10-8

Counter Petition Decree D 2

I pray the Court will enquire and pass a Decree adjudging the Defendants to pay the said amount with subsequent interest and all costs.-

20th December 1866. Please to consider this.-

(Signed) Julius Appavoo
Mocktiar Agent

(True translation
to the best of my belief.
H. A. Grimm.
Asst Collr.

cont.d

J. Lakshminarayana
Translator

Enclosure.

Extract from a Memorandum taken down from the Lips of Defendant in the Police Court 18th Sept 1867.

X X

Question. Is the amount of the Decree claimed in this proceeding just and correct?

Answer. Not it is not correct. I am sorry to say I cannot pay it.

Question. Is there any other answer you wish to make?

Answer. I cannot pay it. I am willing to pay by instalments.

Question. Have you any property to meet the Decree?

Answer. I have no property. I am a Mendicant. I live entirely upon the charity of my friends. I have no means of my own. I am entirely dependent upon my friends for my support. I have a wife and family to support. I am willing to pay by instalments.

Question. Have you any thing further to say?

Answer. I have nothing further to say.

Taken before me at Colombo this 18th day of September 1867.

(Sd.) [illegible]
Pol. Mag.

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Enclosure in Memo: accompanying Collector's letter dated 20th February 1867. No. 48.

Complaint referred to Collector by Mr. Ingham against Muruta Lakshman for Quarantine —

In Genl Rec 1° 806/67

Rec. Bror 16th March 67 L 278

Opd-16 March/67 No 620.
620 278-22

over to him as follows.

"My aforesaid statement that I owe
"29000 Rs to the heirs of Vasireddi Lak-
"-mihate Naidu on account of the purchase
"of the land of Vetturivar 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 it to Vasireddi Lakshmipati Naidu. I purchased the aforesaid Decree of Vetturivar 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 Vetturivar which I got transferred, I owe 30,000 Rupees to Siddula Chetty & Company. More than this, no money is due to any one. In 1864, I executed a bond regarding the same to Siddula Chetty & Company. I executed the said bond in my name.

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/ True translation /
to the best of my knowledge.

J. V. Ramayya
Asst. Coll.

Compd.
V. Ramakrishnayya
Translator

No. 640.

Extract from
Communication of the
Col. of the Victoria District
to which the Draft answer
& Memorandum for
his information & guidance

16th March 1867.

In S. Cty Lotte Colls of Victoria Desp. 16 S 0 1. Desp. 19
11 copies — of Paul 19
3 — Govt Traders

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The Colonial is a Government
Receiving Company Colle
Peter Rated 20th February
1867 No 48

Extract from a Letter
Chief Factor Lewis
Chief Trading Post
Victoria Vancouver
Island

To
Sir Curtis Lampson Bart
&c &c &c
London

Pro. No. 580
873/6