Revenue (189 8) Department.

MISCELLANEOUS SERIES.

G.O., No. 2694

DATED 23rd June

[Despatch Abstract.]

Forwarding to the Rt. Hon. the Secy. of State for India the records relating to an appeal to the Privy Council preferred by Sri Rajah Setrie Chavla Ramabhadra Raju Bahadur & another and requesting His Lordship to make arrangements for opposing the appeal on behalf of the Respondents, the Jeddamerangi miners.

Paper taken out of the Records from the charge of the Record-Keeper.

Register Department.

Regular / Miscellaneous No

of 189

No.	Year.	To whom given.	When taken out.

For what Circuit.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Revenue (189 8) Department.

CURRENT No. 1279

From The Secretary to the Commissioners

Order

No. 589 Jud.

Dated 10th June 1898.

Received 15 do

Registered 15 do

Enclosures 3

Spare copies

SUBJECT.

Respecting that arrangement to may be made to oppose on behalf of the Peddanenayi Minors the appeal to the Privy Council by Sri Raja Vatsavelva Ramakhada Rao.

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

11th May 1871

No. 3651

Sri Rajah Venkatachela Ramabhadra Yanadier

— v —

Sri Rajah Venkatachela Virabhadra Surya Narayana Yana Maroo, by the Collector of Vizagapatam, Agent to the Court of Wards

Appeal from Madras

My attention has been directed to this Appeal, now pending before the Privy Council, in which the Appellant is taking the necessary steps towards the hearing of the appeal. If it is desired that I should appear for the Respondent, and defend the appeal, I would suggest that the usual instructions should be sent home

BACK PAPERS.

G.O.	No.	Department.	Date.
Rejd	2.2	-12	94
2362	d 3	-6	98

FURTHER PAP

G.O.	No.	Department.

to the Secretary applied in the matter.
as soon as possible.

Sandi
Thirumalachari
Advocate
Solicitor to the Secretary
of State.

The Secretary to the Govt of Madras
Revenue Department

COURT OF WARDS OFFICE MADRAS

Proceedings of the Court of Wards,

Dated 10th June — 1898.

No. 589 Mis.

READ. letter from Mr. C. Ramachendra Rao Saheb Adv. High Court Vakil, Madras, to Lionel Davidson Esqr. Ag Secretary to the Court of Wards - Madras No 103 dy 11th March 1898 forwarding to the Court of Wards 12 copies of the printed transcript in the matter of the appeal to Her Majesty in Council against the decree of the High Court in appeal No 81 of 1893 and stating that a Memo of instructions will soon be forwarded to the Court of Wards.

Read also letter from the same Counsel to Lionel Davidson Esq Secretary to Court of Wards Madras No 218 dated 4th May 1898 stating that the Memo for the guidance of counsel in England

England in the Pedda Kerangi Estate Counsel's appeal will be forwarded before the end of this week.

Read Memo from the same counsel to Lionel Davidson Esq Actg Secretary to Court of Wards. Madras, dated 23rd May 1898.

Read Endorsement of Govt R.D. No. 1 to Lionel Davidson Esq. Actg Secretary to the Court of Wards. Mis No 2362 dy 30th June 1898.

Resolution.

The Court resolves to submit the undermentioned papers to Government and to request that arrangements may be made to oppose the appeal in question on behalf of the Pedda Kerangi Minors, whose Estate was committed to the care of the Court of Wards under Government Order No 896 Revs dated 22nd December 1894.

(1) Six copies of the Printed transcript of records.

(2) Six copies of the Memo for the guidance of Counsel in England.

(True Extract)

Lionel Davidson.

Actg Secretary.

To

The Secretary to Govt R.D.
with 6 copies of the transcript & of the Memo. & one in letter returned

The Collr of Vizagapm

4 Dec 96.

1/ Fee

MA 21.6.98

To the court of Wards.

Read Proc of the court of Wards No 589 dt 10-6-98
Cor No 4277 of 98
G.O. mis no 2674 dt 23rd June 98.
Ordered that the following despatch be sent to the Rt Hon the secretary of state for India.

Mly 20.6.98

S/ 20/6/98

No 7 dt 30th June 1898.

To

The Rt Hon the secretary of state for India

My Lord,

We have the honour to forward the records noted on the margin relating to an appeal to the Privy council preferred by Sri Rajah Setrucherla Ramakhadra Raju Bahadur and another to request

Despatched 30.6.98

One Copy of the Records - Sent per book post on 30.6.98.
One Copy of Memo for the guidance of Counsel - Sent in a Confidential Cover on 30.6.98
The remaining four Copies of each despatched in a box - 180 8.7.98 on 8.7.98.

Printed transcript of records.
memo for the guidance of counsel in England.

(5 copies each)

C 20/6/98.

...rangements may be
made for opposing the
appeal ~~simpliciter~~
on behalf of the
Respondents, the Pela
metangi Minors who
are under the care of
~~wards~~ ~~Recorder of~~
the Court of Wards
~~of~~ this Proxy.

Ellis
20.VI.98

8/8

20/6/98

6Q.
18/6/98

2A
21/6/98

20.VI.98.

When given for copying ____
When copied ____
When examined ____
When signed ____
} 189 .

READ AGAIN G.O., No. DATED
189 ,

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT .. .. .. A A A A A A A

...ER OF G...
...LET...

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH IN ORIGINAL.

N.B.—

A = Copy in full.
B = Not to be copied.
P = Copy abstract only.
Q = Copy heading only.

In the Priby Council.

ON APPEAL FROM THE HIGH COURT OF JUDICATURE AT MADRAS.

BETWEEN

1. SRI RAJAH SETRUCHERLA RAMABHADRA RAJU BAHADUR GARU, AND
2. SRI RAJAH SETRUCHERLA SOMASEKHARA RAJU BAHADUR GARU. } *Appellants.*

AND

1. SRI RAJAH SETRUCHERLA VIRABHADRA SURYANARAYANA RAJU BAHADUR GARU, AND
2. SRI RAJAH SETRUCHERLA JAGANNATHA RAJU BAHADUR GARU. } Minors by their guardian the Collector of Vizagapatam and agent to the Court of Wards. } *Respondents.*

RECORD OF PROCEEDINGS.

INDEX OF REFERENCE.

No. in printed record.	DESCRIPTION OF DOCUMENT.	Date.	Page in printed record.
	PART I.		
	In the District Court of Vizagapatam.		
	Original Suit No. 1 of 1889.		
1	Plaint *	20th November 1883 ...	3
1(a)	Particulars of papers presented with the plaint ..	.....	8
2	Written statement on behalf of the 1st Defendant...	1st March 1889 ...	9

* For schedules attached to plaint, see Nos. 118 to 152 of this record.

No. in printed record.	DESCRIPTION OF DOCUMENT.	Date.	Page in printed record.
3	Written statement on behalf of the 2nd Defendant ...	1st March 1889 ...	12
4	Paper of Issues	11th September 1892 ...	14
5	Petition by the deceased Plaintiff's senior wife for adjournment of the hearing of the suit ...	28th June 1890 ...	15
6	Office note regarding Paper No. 5 and the order of the District Judge thereon	5th July 1890 ..	16
7	Petition on behalf of the minor Plaintiff for adjournment of the final hearing of the suit	6th March 1891 ..	*ib.*
8	Office note and the order relating to Paper No. 7 ...	9th Do. ...	17
9	Petition by the Plaintiff in Original Suit No. 10 of 1890 on the file of the Vizagapatam District Court for adjournment of the hearing of Suit No. 1 of 1889.	23rd October 1891 ..	18
10	Petition counter to Paper No. 9	6th November 1891 ...	19
11	Office note relating to Papers Nos. 9 and 10 ...	Do. ...	21
12	Petition on behalf of the Plaintiffs to call for certain records	6th November 1889 ..	*ib.*
13	Affidavit by the guardian of the Plaintiffs in support of Paper No. 12...	6th November 1891 ...	22
14	Office note relating to Papers Nos. 12 and 13 ...	11th November 1891 ...	23

	Exhibit.	PLAINTIFF'S EXHIBITS.		
15	A	Copy of letter, 2nd Defendant and the Original Plaintiff to the Deputy Tahsildar of Parvatipur	6th October 1874 ...	*ib.*
16	B	Copy of the *Samakhya* deed between the parties to the present suit	Do. ...	25
17	B1	Do. do. between do. ...	Do. ...	26
18	C	Letter, 1st Defendant, to the Collector of Vizagapatam	9th August 1875 ...	28
19	D	,, do. to do. ...	20th August 1875 ...	29
20	E	Award of the Panchayatdars	7th October 1874 ...	30

Deputy Registrar.

No. in printed record.	DESCRIPTION OF DOCUMENT.		Date.	Page in printed record.
	Exhibit.	PLAINTIFF'S EXHIBITS.		
21	F	Receipt granted by 1st Defendant to Collector for cash received on account of himself and his two brothers	27th November 1875 ...	60
22	G	Receipt granted by 1st Defendant to Collector for bonds received on account of himself and his two brothers ...	30th November 1875 ...	61
23	H	Letter, Collector to 1st Defendant ..	2nd December 1875 ...	63
24	J	,, do. to do. ...	10th February 1876 ...	64
25	K	,, 1st Defendant to Collector ...	8th August 1876 ...	65
26	L	,, do. to do. ..	3rd October 1876 ...	66
27	M	,, do. to do. ...	7th April 1878 ...	*ib.*
28	N	,, do. to do. ...	30th May 1878 ...	67
29	O	Copy of deposition given by 1st Defendant in suits Nos. 76 to 80 of 1889 on the file of the District Munsiff's Court of Parvatipur	24th January 1890 ...	68
30	P	Copy of written statement filed by the present 1st Defendant in Original Suit No. 37 of 1882 on the file of the District Munsiff's Court of Parvatipur... ...	27th January 1882 ...	70
31	P1	Copy of plaint in Original Suit No. 37 of 1882 on the file of the District Munsif's Court of Parvatipur	14th January 1882 ...	72
32	Q	Receipt, Gadagama Balaramiah to Bochi Joganna	9th January 1887 ...	74
33	Q1	,, do. to do. ...	2nd February 1889 ...	75
34	Q2	,, do. to do. ..	17th February 1888 ...	*ib.*
35	R	,, G. Somanna to Tentu Musala Naidu	20th November 1881 ...	76
36	R1	,, do. to ..	4th March 1883 ..	*ib.*
37	R2	,, do. to do. ...	21st February 1882 ...	77

No. in printed record.	Exhibit.	DESCRIPTION OF DOCUMENT.	Date.	Page in printed record.
		PLAINTIFF'S EXHIBITS.		
38	R3	Receipt, G. Balaramayya to Tentu Musala Naidu.	27th April 1883 ...	77
39	R4	„ G. Somanna to do.	30th June 1883 ...	78
40	R5	„ do. to do.	9th November 1883 ...	*ib.*
41	R6	„ do. to do.	2nd March 1884 ..	79
42	R7	„ do. to do.	20th October 1885 ..	*ib.*
43	R8	„ do. to do.	4th March 1888 ...	80
44	R9	„ do. to do.	14th February 1888 ...	81
45	S	Hukum signed by G. Balaramayya and issued in the name of the 1st Defendant authorizing peon to collect rents for fusli 1295 from Challa Jogadu, &c., ...	23rd March 1886 ...	*ib.*
46	S1	Receipt, G. Somanna to Challa Jogadu ...	15th January 1883 ..	82
47	S2	„ G. Balaramiah to do. ...	1st February 1887 ...	83
48	T	Dhimut (order) granting lease executed by 1st Defendant to Challa Jogadu and another	14th February 1883 ..	*ib.*
49	U	Receipt, G. Somanna to T. Musala Naidu,	1st November 1884 ...	84
50	U1	„ G. Balaramiah to do. ...	20th February 1884 ...	85
51	V	„ G. Somanna to Appala Naidu ...	20th October 1885 ..	86
52	V(1)	„ do. to do. ..	20th October 1886 ...	87
53	W	Proceedings of the Collector of Vizagapatam directing the Deputy Tahsildar of Parvatipur to deliver in the presence of the guardian and the younger paternal uncles of the minor Zamindar of Merangi the Inam lands and all moveable property including jewels, &c, as set forth in the partition lists and take receipts from them and forward the same to him (Collector)	2nd December 1875 ...	*ib.*
54	X	Receipt, Nissankuni Ramachendra Patrudu to the Collector	10th July 1876 ...	88

Deputy Registrar.

No. in printed record.	Exhibit.	DESCRIPTION OF DOCUMENT.	Date.	Page in printed record.
		PLAINTIFF'S EXHIBITS.		
55	X1	Boundary list	...	89
56	X2	Do	...	90
57	X3	Do	...	92
58	X4	Do	...	94
59	X5	Do	...	95
60	X6	Do	...	96
61	X7	Do	...	97
62	Y	A number of impressions made with the seal of Sri Setrucherla Ramabhadra Raju Garu	17th September 1892 ...	98
63	Z	Security bond executed by 1st Defendant to the Collector of Vizagapatam ..	1st November 1876 ...	99
		DEFENDANTS EXHIBITS.		
64	I	Rent deed, 21st witness for Plaintiff Vadrevu Jagannadham to 1st Defendant.	28th March 1876 ...	114
65	II	Power of Attorney executed to 1st Defendant by 2nd Defendant and the original Plaintiff	20th November 1875 ...	115
66	III	Certified copy of decree in Small Cause Suit No. 5 of 1872 on the file of the Parvatipur District Munsif's Court brought by Nissankuni Ramachendra Patrudu, guardian of the minor Zamindar of Merangi against certain persons ...	18th January 1872 ...	116
67	IIIa	Certified copy of decree in Small Cause Suit No. 4 of 1887 on the file of do. brought by do. against certain persons.	19th February 1872 ...	117
68	IV	Certified copy of Razinama Petition in Original Suit No. 12 of 1874 on the file of the District Court of Vizagapatam brought against the original Plaintiff ...	10th December 1875 ...	119
69	IVa	Certified copy of Razinama Petition in Original Suit No. 13 of 1874 on the file of do. brought against do. ...	Do. ...	120

No. in printed record.	DESCRIPTION OF DOCUMENT.			Date.	Page in printed record.
	Exhibit.	DEFENDANTS' EXHIBITS.			
70	VI*b*	Certified copy of withdrawal Petition in Appeal Suit No. 120 of 1875 on the file of the District Court of Vizagapatam ...		11th December 1875 ...	121
71	IV*c*	Do. of do. in Appeal Suit No. 51 of 1875 on the file of do.		Do. ...	122
72	IV*d*	Do. of do. in Appeal Suit No. 31 of 1875 on the file of do.		Do. ...	123
73	IV*e*	Do. of do. in Appeal Suit No. 30 of 1875 in the file of do.		Do. ..	124
74	V	Demand for quit-rent in Jogi Raju's name for fusli 1291		10th October 1882 ..	125
75	V*a*	Do	do for fusli 1292 ...	16th August 1883 ...	126
76	V*b*	Do	do for fusli 1295 ..	19th July 1886 ...	127
77	V*c*	Do	do for fusli 1296 ..	12th July 1887 ...	128
78	V*d*	Do	do for fusli 1297 ...	24th May 1888 ...	130
79	V*e*	Do	do for fuslis 1286 and 1288 to 1291.	28th February 1886 ...	131
80	VI	Do	do for fuslis 1291 & 1292	30th September 1884 ...	133
81	VI*a*	Do	do for fusli 1293 ..	...	134
82	VI*b*	Do	do for fusli 1295 ...	10th December 1886 ...	136
83	VI*c*	Do	do for fusli 1296 ..	26th January 1889 ..	137
84	VI*d*	Do	do for fuslis 1296-1297.	20th Do.	139
85	VII	Do	do for fusli 1297	21st May 1888 ...	140
86	VIII	Do	do for fusli 1292 ...	4th February 1886 ...	142
87	VIII*a*	Do	do for fusli 1295 ...	20th December 1886 ..	143
88	VIII*b*	Do	do for fusli 1296 ...	11th Auggust 1887 ..	145
89	VIII*c*	Do	do for fusli 1297 ..	12th July 1888 ...	146
90	VIII*d*	Do	do for do ...	12th September 1888 ...	148

Deputy Registrar.

No. in printed record.	DESCRIPTION OF DOCUMENT.		Date.	Page in printed record.
	Exhibit.	DEFENDANTS' EXHIBITS.		
91	VIII*e*	Demand for suit rent in Jogi Raju's name for fusli 1298	12th July 1890 ...	149
92	VIII*f*	Do do for do ...	Do. ...	151
93	IX	Do do for fusli 1295 ...	1st January 1888 ...	152
94	IX*a*	Do do for fusli 1296 ...	31st May 1888 ...	154
95	IX*b*	Do do for do ...	Do. ...	155
96	IX*c*	Do do for do ...	Do. ...	156
97	IX*d*	Do do for do ...	Do. ...	158
98	IX*e*	Do do for do ...	Do. ...	159
99	IX*f*	Do do for fusli 1297 ...	12th August 1888 ...	161
100	IX*g*	Do do for do ...	25th Do. ...	162
101	IX*h*	Do do for do ...	Do. ..	164
102	IX*i*	Do do for do ...	12th Do. ...	165
103	IX*j*	Do do for do ...	Do. ...	167
104	X	Receipt executed by Setrucherla Jogi Raju Garu to H. Goodrich, Esquire, guardian to the minor Zamindar of Merangi and and Agent to the Court of Wards for the lands received from the Deputy Thasil-of Parvatipur as per the award of the Panchayat	10th July 1876 ...	168
105	X*a*	Receipt given to H. Goodrich, Esquire, Collector and Agent to the Court of Wards and guardian to the minor Zamindar of Merangi by Jogi Raju (original Plaintiff) for having taken delivery of a garden from the Dy. Tahsildar of Parvatipur as per a Panchayat awad.	1st November 1877 ...	181
106	X*b*	Receipt given to the Collector by Jogi Raju Garu for houses delivered to him by the Dy. Tahsildar, Parvatipur.	10th July 1876 ...	182

No. in printed record.	Exhibit.	DESCRIPTION OF DOCUMENT.	Date.	Page in printed record.
		DEFENDANT'S EXHIBITS.		
107	Xc	Receipt given to the Collector by Jogi Raju for having received moveables, jewelry &c., which fell to his share as per Panchayat award.	10th July 1876 ...	183
108	XI	Lease executed and given to Ramabhadra Raju Bahadur Garu by the Collector of Vizagapatam for Merangi Zamindari, on obtaining sanction of the Court of Wards for renting out the same.	20th August 1874 ..	185
109	XII	Receipt executed and given to Ramabhadra Raju Garu by Somasekhara Raju Garu of documents and cash received from him (Ramabhadra Raju Garu.)	27th December 1875 ..	187
110	XIII	Receipt executed and given to Ramabhadra Raju Garu by Jogi Raju for documents and cash received from him (Ramabhadra Raju Garu).	Do. ...	188
111	XIV	Extract from the suit register in O. S.—— of 1876, showing that the suit is for Rs. 6,663-7-8.	Date of presentation of plaint 16th February 1876	189
112	Deposition of 1st witness for Petitioner		23rd October 1891 ..	190
113	Do do Counter-petitioner ...		Do. ...	191
114	Do of Plaintiff's 1st witness		29th Do. ...	192
115	Do do 2nd do		30th Do. ...	*ib.*
116	Do do 3rd do		12th and 13th September 1892	194
117	Do do 4th do		13th Do. ...	199
118	Do do 5th do		14th Do. ..	200
119	Do do 6th do		15th Do. ...	203
120	Do do 7th do		Do. ...	204
121	Do do 8th do		Do. ...	206
122	Do do 9th do		Do. ..	207

Deputy Registrar.

No. in printed record.	DESCRIPTION OF DOCUMENT.	Date.	Page in printed record.
123	Deposition of Plaintiff's 10th witness	15th September 1892 ...	208
124	Do do 11th do	Do. ...	209
125	Do do 12th do	15th, 19th and 23th September 1892 ...	210
126	Do do 13th do	16th & 17th Septr. 92...	214
127	Do do 14th do	19th September 1892 ...	222
128	Do do 15th do	21st Do. ...	224
129	Do do 16th do	Do. ...	226
130	Do do 17th do	Do. ...	227
131	Do do 18th do	22nd Do. ...	229
132	Do do 19th do	Do. ...	230
133	Do do 20th do	Do. ...	232
134	Do do 21st do	Do. ..	233
135	Do do 22nd do	Do. ...	234
136	Do do 23rd do	22nd & 28th Septr. 92...	235
137	Do do 24th do ...	22nd September 1892 ...	237
138	Do do 25th do	Do. ...	238
139	Do Defendants' 1st witness	13th Do. ...	239
140	Do do 2nd do	23rd Do. ...	240
141	Do do 3rd do	24th Do. ...	244
142	Do do 4th do	Do. ...	245
143	Do do 5th do	Do. ...	247
144	Do. do 6th do	Do. ...	249
145	Decree of the District Court in favour of the Plaintiffs in the present Original Suit No. 1 of 1889 ...	24th November 1892 ...	251
146	Judgment of the District Court in Do. do ...	Do. ...	253
147	B. Diary	...	306

No. in printed record.	DESCRIPTION OF DOCUMENT.	Date.	Page in printed record.
148	Schedule A attached to plaint	20th November 1888 ...	303
149	Do B do	Do. ...	316
150	Do C do	Do. ...	318
151	Do D do	Do. ...	319
152	Do E do	Do. ...	321
	PART II.		
	In the High Court of Judicature at Madras.		
	Appeal No. 81 *of* 1893.		
153	Memorandum of appeal presented by the Defendants] egninst the decree of the District Court of Vizagapatam (Paper No. 145, dated 24th November 1892)	1st May 1893 ...	324
154	Petition by Defendants to bring on record the name of the Collector of Vizagapatam and Agent to the Court of Wards as guardian of the minor Defendants	6th March 1895 ...	328
155	Order thereon directing the name of the Collector to be entered in the record as the minors' guardian.	24th July 1895 ...	329
156	Decree of the High Court of Judicature at Madras confirming the decree of the District Court of Vizagapatam and dismissing the appeal with costs	29th October 1895 ..	330
157	Judgment of the High Court of Judicature at Madras confirming the decree of the District Court of Vizagapatam and dismissing the appeal with costs	Do. ...	335
158	Petition by the Defendants praying for a certificate that the case is a fit one for appeal to the Privy Council	20th February 1896 ...	338
159	Order thereon certifying that the case is a fit one for appeal to the Privy Council	5th November 1896 ..	340
160	Certificate by the Registrar acknowledging the receipt of the usual security	8th December 1896 ...	341

Deputy Registrar.

No. in printed record.	DESCRIPTION OF DOCUMENT.	Date.	Page in printed record.
161	Petition by the Defendants praying that their appeal to the Privy Council may be declared admitted ...	27th January 1897 ...	342
162	Order thereon declaring the Defendants' Appeal to the Privy Council admitted	29th Do. ...	343
163	Petition by Defendants praying that the execution of the decree of the High Court may be stayed pending disposal of their Appeal to the Privy Council.	16th March 1896 ...	344
164	Affidavit of the petitioners in support of Paper No. 163	7th Do. ...	345
165	Order giving notice to the Plaintiffs and staying execution of the High Court's decree in the meantime on furnishing proper security	18th August 1896 ...	346
166	Final order staying execution of the High Court's decree till disposal of the appeal to the Privy Council	5th November 1896 ...	347
	PART III.		
	In the Privy Council.		
167	Grounds of Appeal to the Privy Council from the decree of the High Court of Judicature at Madras.		348

HIGH COURT OF JUDICATURE
AT MADRAS,
15*th January* 1898.

Deputy Registrar,
Appellate Side.

In the Priby Council.

IN APPEAL FROM THE HIGH COURT OF JUDICATURE AT MADRAS.

BETWEEN

1. SRI RAJAH SETRUCHERLA RAMABHADRA RAJU BAHADUR GARU, AND
2. SRI RAJAH SETRUCHERLA SOMASEKHARA RAJU BAHADUR GARU. } *Appellants.*

AND

1. SRI RAJAH SETRUCHERLA VIRABHADRA SURYANARAYANA RAJU BAHADUR GARU, AND
2. SRI RAJAH SETRUCHERLA JAGANNADHA RAJU BAHADUR GARU. } Minors, by their guardian, the Collector of Vizagapatam and Agent to the Court of Wards. } *Respts.*

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Appeal Suit No. 81 of 1893.

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu. } *Appellants.*

versus

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu.. } Minors, by their guardian, the Collector of Vizagapatam and Agent to the Court of Wards. } *Respts.*

IN THE DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 of 1889.

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Jagannatha Raju Bahadur Garu.

} Minors by their mother and guardian Gangayamma Garu. } *Plaintiffs.*

versus

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

} *Defendants.*

Deputy Registrar.

RECORD OF PROCEEDINGS.

RECORD.
PART I.
In the District Court of Vizagapatam.
No. 1. Plaint, dated 20th November 1888.

PART I.

IN THE DISTRICT COURT OF VIZAGAPATAM.

No. 1.

PLAINT.

IN THE DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

1. Sri Rajah Setrucherla Jogi Raju Bahadur Garu of Merangi, belonging to the Zamindari family, at present residing in Kurpam, having died subsequent to the suit, his sons and heirs.
2. Setrucherla Veerabhadra Surya Narayana Raju Bahadur Garu.
3. Setrucherla Jagannadha Raju Bahadur Garu.

} Minors, by their mother and guardian Setrucherla Gangayamma Garu. } *Plaintiffs.*

Vide order on M. Ps. Nos. 319 and 344 of 1889, dated 16th December 1889.

versus

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, renter of the Merangi Zamindari.
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu, a member of the Merangi Zamindar's family.

} *Defendants.*

Plaint under Sections 48-50 of the Civil Procedure Code. Suit for division and delivery of Plaintiff's one-third share of lands valued at Rs. 8,915-10-0 out of Inams of the value of Rs. 26,746-14-0, yielding Rs. 1,783-12-0 a year and particularized in Schedule A together with one-third share of past profits mentioned in item 14 of Schedule D and with subsequent profits; of Plaintiff's one-third share out of lands valued at Rs. 18,920 capable of yielding at Rs. 1,261-5-4 a year and mentioned in Schedule B together with one-third share of past profits mentioned in item 16 of Schedule D and with subsequent profits; and of one-third

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 1. Plaint, dated 20th November 1888. *continued.*—

share in the houses and gardens worth Rs. 4,200 and mentioned in Schedule C; and for recovery of Rs. 2,12,576-0-7 being Plaintiff's one-third share out of the value of the moveable property consisting of cists, &c., amounting to Rs. 6,37,728-1-8 and mentioned in detail in Schedules D and E together with subsequent interest and costs.

Particulars of Suit:—

1. Parties on both sides and the late Chandrasekhara Raju Bahadur Garu, the father of the present minor Zamindar of Merangi, are half brothers.

2. Out of the said four (brothers), Chandrasekhara Raju Bahadur Garu having been the Zamindar of Merangi, managed the moveable and immoveable properties of the family as head of the family and died in September 1869.

3. His son, the present minor Zamindar of Merangi, having been a minor even at that time, the Collector took possession of Merangi estate and of some moveable property on behalf of the Court of Wards. The 1st Defendant who was then the senior member of the family took possession of all the other moveable and immoveable properties belonging to the family and was managing them.

4. Nissankuni Ramachandra Patrudu Garu, guardian of the minor Zamindar and parties on both sides selected 5 Panchayatdars for the purpose of settling disputes between both parties and the present minor Zamindar of Merangi in the matter of partition of moveable and immoveable properties belonging to the family and which were in possession of the Collector and the 1st Defendant as mentioned in paragraph 3, executed an agreement in their favour on the 20th September 1873, presented the same before one of the Panchayatdars, the Deputy Tahsildar of Parvatipur, and they (the said Panchayatdars) decided and prepared lists allotting to each member his share of the property.

5. A document called *samakhya* (agreement) was caused to be written and registered on 6th October 1874 before the Panchayat award was completed, mentioning therein, among other things, that as the Plaintiff and 2nd Defendant were then under the protection of 1st Defendant even the property relating to the two shares of Plaintiff and 2nd Defendant according to the Panchayat award should be put in possession of 1st Defendant; that the property relating to the said two shares and the property relating to the share of 1st Defendant being 3 shares in all, should be kept joint; that 1st Defendant should be the trustee and managing member and manage the same for 12 years; and that afterwards parties on both sides should effect a division of the whole of the moveable and immoveable properties into three shares.

6. Plaintiff and 2nd Defendant having informed the Panchayatdars also of the contents of the said deed of *samakhya*, wrote a letter to them on that very date, requesting them to deliver to 1st Defendant, according to the *samakhya*, the properties belonging to their two shares.

7. The 1st Defendant having assumed the right as a trustee to take delivery of the properties relating to the said two shares as specified in paragraph 6 and having acquiesced in the said letter and consented in the presence of Panchayatdars, to take also the shares of Plaintiff and 2nd Defendant, wrote a remark at the bottom of the said letter, signifying his consent; therefore the Panchayatdars mentioned those matters also in the award. Subsequently, the Collector took possession of the properties which fell to the share of the minor Zamindar and 1st Defendant took possession of the properties belonging to the parties on both sides according to the said award.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 1. Plaint, dated 20th November 1888.—*continued.*

8. The 1st Defendant, subsequent to the Panchayat award, took possession, on behalf of the parties on both sides, of the properties which fell to the share of parties on both sides according to the Panchayat award; namely, Inam lands, valued at Rs. 26,746-14-0 yielding a cist of Rs. 1,788-12-0 a year as per Schedule A, houses and gardens worth Rs. 4,200 as per Schedule C; and cattle and fine metals, &c., relating to items 1 to 9 of Schedule D worth Rs. 9,408-6-10, as also documents of the value of Rs. 89,729-5-3 relating to item 12 of the said Schedule.

9. Out of Rs. 1,09,337-6-4 due to the parties on both sides from the amount of cash of Rs. 1,45,783-3-2 according to paragraph 5 of the Panchayat award, Rs. 53,000 relating to item (11 B) of Schedule D and left with 1st Defendant being deducted, the balance which fell to the shares of the said parties on both sides and mentioned in item 10 of the said schedule is Rs. 55,333-2-4, which sum the 1st Defendant received from the Collector and granted a receipt therefor on the 27th of November 1875.

10. Prior to the Panchayat award, 1st Defendant not having accounted for property worth Rs. 50,154-6-8, it was decided that he should make good to others as per paragraphs 8, 9, 10, 12, 13, 19, 31 and 32 of the Panchayat award. Therefore, 1st Defendant is in possession of Rs. 37,615-9-3 relating to the 3 shares belonging to the parties on both sides as per item 13 of Schedule D.

11. As 1st Defendant had collected cists from the Inam lands mentioned in Schedule A and which he took possession of under the Panchayat award from the date of the Panchayat award, *viz.*, October 1874 up to date at Rs. 1,783-2-0 a year, the amount of profits during these 15 years as per item 14 of Schedule D is Rs. 26,746-14-0.

12. The 1st Defendant having been the head of the family, placed the immoveable properties belonging to the parties on both sides as security and took on *mustagari* (lease) the Merangi Zamindari for the benefit of the said parties for the past 15 years from October 1874. Consequently there was a profit of Rs. 13,160-0-0 a year exclusive of establishment charges. The said profits amounted to Rs. 1,97,400-0-0 for 15 years as per Item 16 of Schedule D.

13. The 1st Defendant having had extensive dealings with the cash profits, &c., belonging to parties on both sides, purchased, with a portion of the profits thereof, lands for Rs. 18,920 yielding a cist of Rs. 1,261-5-4 a year as also gardens and houses for Rs. 325 (*sic*) as per Schedule B. For these lands the 1st Defendant collected, during the past 15 years, a cist of Rs. 18,495 as per item 15 of Schedule D at Rs. 1,233 a year on the average.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 1. Plaint, dated 20th November 1888.—*continued.*

14. Besides this, the 1st Defendant carried on extensive transactions, such as mortgages, *Ali* bonds, &c., with the money belonging to parties on both sides and made with the family property an accretion of Rs. 1,50,000 at Rs. 10,000 a year as mentioned, so far as it is known, in Schedule E. Moreover, 1st Defendant caused some of the transactions to be made in the name of the 2nd Defendant also and has been managing the business. 1st Defendant caused the Plaintiff to collect Rs. 10,000 relating to a document which 1st Defendant had received for the share of Plaintiff out of the documents brought from the Collector's Cutcherry, granted a receipt for same and credited it in the joint chitta.

15. While it is so, Plaintiff married the daughter of the Zamindar of Kurpam, who is on inimical terms with 1st and 2nd Defendants, and executed, at the time of marriage, a registered *kararnama*, dated 24th July 1881, giving away half share in all his moveable and immoveable properties. With a view to get the said agreement cancelled and to appropriate Plaintiff's inheritance to himself, the 1st Defendant, without any reason, caused suit No. 29 of 1881 to be brought on 29th July 1881 by Narasayamma Garu, Plaintiff's senior wife and the daughter of 1st Defendant's maternal uncle against the Plaintiff and his junior wife Sri Gangayamma, the daughter of the said Zamindar of Kurpam; but the late Subordinate Judge of Vizagapatam considering that the allegations in the said plaint were made with the evil advice of 1st Defendant and that they were absolutely untrue, passed a decree on 31st January 1882 declaring that Rs. 15,000 had been paid to her and that that amount belonged to her and disallowed costs. As the said decree did not affect Plaintiff, he did not prefer an appeal.

16. Plaintiff having learnt that, from the time of his marriage in 1881, the 1st Defendant had entertained enmity towards him and had been managing so as to cause loss to Plaintiff, demanded the 1st Defendant on 31st May 1885 in respect of accounts. Thereupon, the 1st Defendant gave an improper reply on 7th June 1885 disputing Plaintiff's right. As the term of 12 years under the *samakhya*, by which Plaintiff and Defendants should effect partition, had expired on 6th October 1886, a demand was made in writing and subsequently verbal demand was also made on 1st Defendant, but he gave no reply.

17. Therefore the cause of action arose in the villages of Merangi and Kurpam on the said 7th of June 1885 and 6th October 1886 and subsequently.

18. As 1st and 2nd Defendants are uterine brothers and as 2nd Defendant would not join the Plaintiff, he is made a defendant in this suit.

19. As the 1st Defendant had taken, at the time of division, some property both in the shape of moveables and in the shape of documents out of the property belonging to Plaintiff and Defendants and has been appropriating them both in business and for his own use as he pleased, the Plaintiff prays therefore that he may be given in cash their values fixed by the Panchayatdars on the date of their award instead of specific shares therein.

20. The Plaintiff therefore prays for (a decree) directing the division and delivery of his one-third share of lands worth Rs. 8,915-10-0—paying a cist of

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 1. Plaint, dated 20th November 1888.—*concluded.*

Rs. 594-9-4 out of the Inam lands mentioned in Schedule A worth Rs. 26,746-14-0 which yield an income of Rs. 1,783 a year and which is situate within the jurisdiction of the Sub-Registrars of Parvatipur, Palakonda and Bobbili in the Vizagapatam District, Madras Presidency, together with one-third share in the past profits amounting to Rs. 26,746 mentioned in item 14 of Schedule D and with subsequent profits; of one-third share in the lands worth Rs. 18,920 which yield an income of Rs. 1,261-5-4 a year, which are situate within the said Sub-Registration Districts and mentioned in Schedule B, together with one-third share in Rs. 18,495 relating to item 16 of Schedule D and with subsequent profits; of his one-third share in the houses and gardens worth Rs. 4,200 which are mentioned in Schedule C and which are situate within the said Sub-Registration Districts; directing the 1st Defendant to pay Plaintiff Rs. 1,62,576-0-7 being the one-third share in Rs. 4,87,728-1-8 inclusive of past profits of the suit lands as mentioned in Schedule D, and Rs. 50,000 being one-third share of Rs. 1,50,000 relating to the profits, &c., in the business referred to in Schedule E, as also one-third share in the profits which might still be found due upon sending for the accounts in possession of 1st Defendant, relating to the business, and upon a settlement of the same, and also costs of suit; and granting such other relief as the Court may deem proper.

		RS.	A.	P.
21.	One-third share in Inams mentioned in Schedule A...	8,915	10	0
	One-third share in the Inams mentioned in Schedule B.	6,306	10	8
	One-third share in Schedule C	1,400	0	0
	One-third share in the property mentioned in Schedule D	1,62,576	0	7
	Do. in property of Schedule E	50,000	0	0
	Total Rs. ...	2,29,198	5	3

A stamp fee of Rs. 2,075 has been paid upon the total amount of suit property, *viz.*, Rs. 2,29,198-5-3. Stamp duty will also be paid upon such amount relating to Plaintiff's share as may be found to be in excess, upon an examination of the accounts.

20—11—1888.

(Signed) Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

(Signed) K. Appadu, *Pleader.*
(„) A. Suryanarayana Row, *Pleader.*
(„) S. R. Kristnayya, *Pleader.*

I, Sri Rajah Setrucherla Jogi Raju Bahadur Garu, state that the matters mentioned in the said plaint are true to the best of my knowledge and belief.

(Signed) Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

N. B.—For Schedules attached to the plaint, see end of Part I of this record.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 1(*a*). Documents presented with plaint.

No. 1(*a*).

Particulars of papers presented with the plaint.

No. of paper.	Date of paper.	Nature and other particulars of paper.	Remarks.
1	20—11—1888 ...	Plaint with stamps of the value of Rs. 2,075.	
2	*ib.* ...	Vakalutnama.	
3	*ib.* ...	Schedule A.	
4	*ib.* ...	„ B.	
5	*ib.* ...	„ C.	
6	...	„ D.	
7	...	„ E.	
8	...	Paper containing list of schedules.	
9	7—10—1874 ...	Printed copy of the Panchayat decision.	
10	6— 7—1874 ...	Public copy of the Samakhya deed (agreement).	
11	*ib.* ...	Copies of letters written to the Panchayatdars by the Plaintiff and others.	
12	27— 11—1875 ...	Copy of receipt granted to the Collector by the 1st Defendant.	
13	30—11—1875 ...	Do. do. do. ...	
14	17— 1—1877 ...	Copy of Report, &c.	
15	2—12—1875 ...	Letter, Collector to 1st Defendant	
16	19— 7—1870 ...	Copy of list relating to the estate	
17	13—10—1886 ...	Copy of letter to Defendant disputing his right ...	
18	7— 6—1886 ...	Letter, 1st Defendant to Plaintiff	
19	11— 3—1886 ...	Receipt for Rs. 10,000	
20	2— 7—1884 ...	Letter to Plaintiff	
21	5— 2—1884 ...	Do. written for Plaintiff	

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 2. Written statement of 1st Defendant, dated 1st March 1889.

No. 2.

1st Defendant's written statement.

TO THE DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Sri Rajah Setrucherla Jogi Raju Bahadur Garu... ... *Plaintiff.*

versus

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu. } *Defendants.*

Written Statement filed by the 1st Defendant under Section 110 of the Civil Procedure Code.

1. The suit is barred by time.

2. It is true that the deed called *samakhya* (agreement) mentioned in paragraph 5 of the plaint has been entered into by the parties on both sides, but, up to the date of the execution of the said document, neither any arrangement was made as regards the *dayam* (inheritance) of the Plaintiff and the Defendants nor was the Plaintiff in possession of any kind of property.

3. No property came into the possession of 1st Defendant in pursuance of the said *samakhya*. None of the terms of the said *samakhya* was given effect to. The said *samakhya* was cancelled by the subsequent conduct of both the parties by the registered Power of Attorney hereinafter mentioned.

4. When the 1st Defendant, within a short time thereafter, had asked the Agent of the Court of Wards to deliver to him in pursuance of the said *samakhya* the properties which fell to the 3 shares of the Plaintiff and the Defendants according to the Panchayat award issued on the day following that on which the said *samakhya* was executed, he replied that he would not deliver the property unless a registered Power of Attorney was obtained from the Plaintiff and the 2nd Defendant.

5. Thereupon, the Plaintiff and the 2nd Defendant jointly executed a registered *muktyarnama* on 20th November 1875 in favour of the 1st Defendant in order to take delivery on their behalf of the property relating to the two shares of them both from the Agent of the Court of Wards.

6. The 1st Defendant, on the strength of the said *muktyarnama*, granted receipts on 25th and 30th November 1875 and received from the Agent of the Court of Wards Rs. 38,624-2-5 in cash and thirty-eight papers consisting of

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 2. Written statement of 1st Defendant, dated 1st March 1889.—*continued.*

documents &c., of the value of Rs. 30,596-5-2 out of the moveable property which the Plaintiff should get according to the Panchayat award as also Rs. 11,626-12-0 in cash and twenty-three papers consisting of documents &c., of the value of Rs. 29,356-2-8 out of the moveable property which the 2nd Defendant should get.

7. In the meantime, the parties on both sides having no desire to carry out their original intention of keeping their properties joint and getting their business done through the 1st Defendant according to the terms of the *samakhya*, having declined to execute the Power of Attorney asked for by the 1st Defendant for the purpose of conducting the whole of the business on behalf of the Plaintiff and the 2nd Defendant, and having resolved that each of them should take the cash and documents &c., which fell to his (share) and that each of them should manage his own business, the 1st Defendant, on 27th December 1875, returned to the Plaintiff and the 2nd Defendant the cash and documents, which he had already received on their behalf, after obtaining from them two receipts.

8. Further, both the Plaintiff and the 2nd Defendant granted receipts to the Agent of the Court of Wards on 10th July 1876 and took possession of lands, houses, jewels and other moveable properties which fell to their respective shares. They took possession of even the gardens after granting receipts in the aforesaid manner on 1st November 1877.

9. As mentioned in paragraphs 7 and 8, each of the parties on both sides himself took care of the moveable and immoveable properties which he got for himself separately and managed his affairs himself; and they did not keep the whole of the said properties in the possession of the 1st Defendant and get the business done jointly.

10. The Plaintiff himself brought certain suits in the District Court of Vizagapatam and in the District Munsif's Court of Parvatipur in respect of certain documents mentioned in paragraph 7 against the debtors concerned and appropriated the sum recovered by means thereof to himself.

11. Moreover, the Plaintiff, out of the money which he received by means of the said receipt, paid Rs. 11,000 and odd to the officials of Kurpam Zamindari in the suits brought by them against himself in the District Court of Vizagapatam and in the District Munsif's Court of Parvatipur and effected a razi.

12. Further, a decree was given in Original Suit No. 29 of 1881 on the file of the Sub-Court at Vizagapatam brought against the Plaintiff by his first wife declaring that he had paid her Rs. 15,000 from the money he had with him.

13. As mentioned in paragraph 14 of the plaint, the Plaintiff brought suits in respect of the documents relating to his share, and collected that money himself; but it is not true that the Plaintiff gave Rs. 10,000 thereof to the 1st Defendant, nor is it true that the 1st Defendant has granted a receipt therefor.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 2. Written statement of 1st Defendant, dated 1st March 1889.—*concluded.*

14. The allegation in paragraph 10 of the plaint that the amount of the Government bond placed as security in the Arnada (?) suit to which, according to paragraph 19 of the Panchayat award, the parties on both sides and the minor Zamindar have equal rights and which is liable to division when collected, is in the 1st Defendant's possession, is not true. The 1st Defendant did not at all receive the said amount.

14(*a*). Out of Rs. 12,538-9-8 mentioned in paragraph 10 of the plaint one-fourth share in the amount of the aforesaid Government bond for Rs. 15,000 being deducted, the balance was deducted, under the Panchayat award, from 1st Defendant's share; from this fact and from the fact of the Plaintiff having received from the Collector, for his share, a larger sum than the 1st Defendant, the said sum came into the hands of the Plaintiff; therefore, the Plaintiff has no right to claim again from the 1st Defendant.

15. There is no condition in the *samakhya* (agreement) that the profits of the lease of the Merangi estate should be given either to the Plaintiff or to the 2nd Defendant. Therefore, the Plaintiff cannot get any amount under that head: nor does the 1st Defendant derive any profit from the said lease.

16. The allegation in paragraph 14 of the plaint that the 1st Defendant gets a profit of Rs. 10,000 a year from other transactions is not true.

17. The Plaintiff is not entitled to obtain any relief as against the 1st Defendant. The 1st Defendant therefore prays that the Plaintiff's suit may be dismissed and that the Plaintiff may be ordered to pay all the costs incurred by him.

Dated 1st March 1889. (Signed) F. E. SICE,
Pleader.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

I, Sri Raja Setrucherla Ramabhadra RajuBahadur Garu, the 1st Defendant, state that the matters mentioned in this written statement are true to the best of my knowledge and belief.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 2. Written statement of the 2nd Defendant, dated 1st March 1889.

No. 3.

2nd Defendant's written statement.

TO THE DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 of 1889.

Sri Rajah Setrucherla Jogi Raju Bahadur Garu. ... *Plaintiff.*

versus

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu. } *Defendants.*

Written statement filed by the 2nd Defendant under section 110 of the Civil Procedure Code.

1. The allegations in the plaint are not true.

2. The Plaintiff has no cause of action against the 2nd Defendant.

3. On the 6th October 1874, the parties on both sides entered into a deed called *samakhya* (agreement) stipulating among other things, for the joint management of the *dayamulu* (shares) which they might hereafter get under the panchayat award, but it was never carried out; and it was also cancelled subsequently.

4. When the 1st Defendant requested the Collector of Vizagapatam as the Agent of the Court of Wards to deliver to him, on the strength of the said *samakhya*, the shares of the parties on both sides according to the Panchayat award, the Collector replied that the 1st Defendant had no authority under the said *samakhya* to receive the properties belonging to the Plaintiff and the 2nd Defendant and that he should obtain proper authority therefor. Therefore the Plaintiff and the 2nd Defendant jointly executed a Power of Attorney in favour of the 1st Defendant on the 20th November 1875 only for the purpose of receiving property.

5. On the strength of the said Power of Attorney, the 1st Defendant presented receipts, dated 25th and 30th November 1875, to the Collector and received only the cash and documents belonging to the Plaintiff and the 2nd Defendant.

6. As there was no authority to recover money &c., on the strength of the said *samakhya* and as there was no authority to manage under the Power of Attorney executed, the 1st Defendant desired that a suitable and proper document should be executed for carrying out the intentions of the parties on both sides; but the Plaintiff and the 2nd Defendant without agreeing to the same, granted

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 3. Written statement of the 2nd Defendant, dated 1st March 1889.—*concluded.*

separate receipts to the 1st Defendant on 27th December 1875 and took back the cash &c., which he (1st Defendant) had received from the Collector after granting receipts, the Plaintiff receiving cash and documents due to him and the 2nd Defendant receiving Rs. 11,626-12-0-in cash and documents and other writings of the amount of Rs. 29,356-2-8 due to himself.

7. Afterwards, the Plaintiff and the 2nd Defendant granted separate receipts to the Collector and received directly from him jewels and other moveable propertry and lands and other immoveable property due to them under the Panchayat award.

8. The Plaintiff and the 2nd Defendant having taken, as aforesaid, possession of all the properties due to them under the Panchayat award, are managing them searately, but not jointly.

9. When neither the Plaintiff nor the 2nd Defendant has any sort of business relation with the 1st Defendant, the Plaintiff has improperly brought this suit; and as 2nd Defendant did not join him, he has improperly made him a party.

10. The 2nd Defendant therefore prays that he may be exonerated from this suit and that Plaintiff may be ordered to pay the costs incurred by him.

1*st March* 1889.

(Signed) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(Signed) MANDU LUKSHMIPATI,
Pleader.

I, Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu, the 2nd Defendant, declare that the matters stated in this written statement are true to the best of my knowledge and belief.

(Signed) Sri Setrucherla Somasekhara Raju Bahadur Garu.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 4. Issues finally settled by the District Judge on 11th September 1892.

No. 4.

Issues.

IN THE DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

1. Is the Plaintiffs' claim barred under Section 54 of the Contract Act, owing to default as to an implied promise in the contract of the 6th October 1874 to see 1st Defendant placed in possession of his (Plaintiff's) property, which promise should be performed before the 1st Defendant's promise to manage that property could be enforced?

2. If there was such failure of consideration, how for did consideration fail?

3. What, in respect of any of the plaint property, which may be found to have been in possession of the 1st Defendant and governed by the contract of the 6th October 1874, are the liabilities of the 1st Defendant?

4. In case the contract is found to have become enforceable by the Plaintiffs, is proof (other than documentary proof) of its rescission admissible with reference to proviso 4, Section 92, Indian Evidence Act, or are Plaintiffs estopped by their conduct from denying such rescission?

5. Is the suit barred by limitation?

6. To what relief are Plaintiffs entitled?

7. Has the 2nd Defendant a right to have his costs paid by the Plaintiffs?

(Signed) H. R. FARMER.

11—9—92.

These seven issues are agreed to by both parties. The Plaintiff's Pleader wished me to frame in addition to the above seven issues an eighth issue which he worded as follows:—

"Whether the *Samakhya* has been cancelled and whether 1st Defendant was prevented from managing the whole property?"

I think this issue is unnecessary as the same ground is covered by the 1st and 2nd issues?

(Signed) H. R. FARMER.

12—9—92.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 5. Petition of the senior wife of the deceased Plaintiff for adjournment, dated 28th June 1890.

No. 5.

Petition for adjournment by the deceased Plaintiff's senior wife.

TO THE DISTRICT COURT OF VIZAGAPATAM.

M. P. No. 275 *of* 1890, *in Original Suit No.* 1 *of* 1888(*sic*).

Sri Setrucherla Jogi Raju Bahadur Garu—since deceased ... *Plaintiff.*

versus

1. Sri Setrucherla Ramabhadra Raju Bahadur Garu &c. ... *Defendants.*

The humble petition presented in the above case by Setrucherla Narasayyamma Garu, the senior wife of the deceased Plaintiff in the above suit, under Section 156 of the Code of Civil Procedure, respectfully shows:—

1. That the Petitioner applied under Section 365, Civil Procedure Code, after the death of her husband, the Plaintiff, to be made his legal representative.

2. That this Court on hearing the arguments of the present Petitioner and the Counter-Petitioners, the sons of the deceased Plaintiff by his second marriage ordered on 16th December 1889 that the Counter-Petitioners should be joined as the legal representatives of the deceased Plaintiff.

3. That the Petitioner filed an Original Suit No. 10 of 1890 in this Court on the 11th February 1890, to have the abovementioned order of the 16th of December 1889 set aside.

4. That issues in Suit No. 10 of 1890 were settled on 23rd June 1890, and the suit was posted for final hearing to the 13th August 1890.

5. That, in case the present Petitioner succeeds in Original Suit No. 10 of 1890 she would not be in a position to conduct Original Suit No. 1 of 1889 which is also posted to the 13th August next for final hearing.

6. That therefore the Plaintiff humbly prays that Original Suit No. 1 of 1889 may be adjourned from 13th August next to some date in the latter part of September 1890.

VIZAGAPATAM, *28th June* 1890.

(Signed) B. SURYANARAYANA,
Pleader.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 6. Office note regarding No. 5 and order thereon, dated 5th July 1890.

No. 6.

Office note regarding No. 5.

IN THE DISTRICT COURT OF VIZAGAPATAM.

M. P. No. 275 *of* 1890, *connected with pending O. S. No.* 1 *of* 1889.

Office note.	Judge's notes and querries.
1. This is an application under Section 156 of the Code of Civil Procedure made on behalf of the senior wife of the deceased Plaintiff in Original Suit No. 1 of 1889 (Jogi Raju Garu) to adjourn to latter part of September, Original Suit No. 1 of 1889 posted for 13th August.	
2. She states that if she succeeds in Original Suit No. 10 of 1889 on the file of this Court which she brought to set aside the order of the Court appointing the sons of the 2nd wife of the deceased Jogi Raju to represent him as Plaintiffs in Original Suit No. 1 of 1889 in preference to the applicant, and to get her the applicant appointed to represent him (Jogi Raju) in the said suit which is posted to 13th August 1890 for final hearing, she would not be in a position to conduct Original Suit No. 1 of 1889 which is also posted to 13th August 1890.	She can wait to see if she succeeds. Application is premature and is therefore rejected. It can be renewed if applicant succeeds. (Sd.) H. R. FARMER. 5—7—90.
3. If the Court is satisfied that the facts mentioned above are sufficient grounds for adjournment of suit, the Court may pass an order adjourning the Suit No. 1 of 1889 to some subsequent date to be fixed. There is no appeal on this order. 3—7—1890. (Signed K. Sivarama Sastri, *Suit Clerk.*	

No. 7. Petition of Plaintiff's guardian, dated 6th March 1891.

No. 7.

Petition of Plaintiff's guardian.

TO THE HONORABLE DISTRICT COURT OF VIZAGAPATAM.

M. P. No. 180 *of* 1891, *in O. S. No.* 1 *of* 1889.

The most humble petition on behalf of Sri Rajah Virabhadra Surya Narayana Rajah Bahadur and Jagannatha Rajah Bahadur, Plaintiffs, through their mother and guardian Gangayamma Garu, under Section 156, Code of Civil Procedure. This suit is posted for examination of witnesses on the 1st April next. About 50 witnesses on both sides will have to be examined.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 7. Petition of Plaintiff's guardian, dated 6th March 1891—*concluded.*

April Sessions having been posted for 6th April next, there is an interval of 4 days for disposal of this big suit for nearly 2½ lacs of Rupees worth of property. Moreover Kurupam Zamindar mother's *(sic)* father of your Petitioners who was advancing funds for the suit is dead, and his estate is taken under management without correspondence with Collector and other authorities, your Petitioners cannot get sanction for expenses. If at all your Petitioners are to make their own arrangements and realise 1,000 for batta to witnesses, &c., they are afraid that the suit may not conveniently be taken up on the 1st April next.

Petitioners pray that the suit may be adjourned to some day after recess.

(Signed) K. Appadu,
Pleader.

6—3—91. („) S. R. Krishnayya,
Pleader.

(„) ——— (illlegible)

No. 8. Office note relating to No. 7 and the order thereon, dated 9th March 1891.

No. 8.

Office note relating to No. 7.

IN THE DISTRICT COURT OF VIZAGAPATAM.

M. P. No. 180 *of* 1891 (*in O. S. No.* 1 *of* 1889).

Office note.	Judge's queries and order.
This is the oldest suit on the original file posted for 1st April next. A witness list was put in on a previous occasion for 1st Defendant for 4 witnesses, but no summonses were issued as the suit then awaited the disposal of Original Suit No. 10 of 1890 (since disposed of). Plaintiff's Vakil says that he would apply for summons to 46 witnesses if the case is not reposted. April Sessions begin on 6th April 1891. I do not think that the case can be finished and Judgment written before the beginning of the summer vacation on 20th April. But as this is the oldest suit and as there are other final hearing cases (though of an earlier date) till the end of September, and as this suit will be over 800 days by 1st April next, as stated in the Administration Report, and as Sessions are generally light, I beg to suggest that the case Original Suit No. 1 of 1889, may be taken up on the 1st April, and if it cannot be finished before 18th April, Judgment may be reserved. The posting book is submitted. (Initialled) B. I. 6—3—1891.	Both parties say there is no chance of disposing of the suit before the recess; and all the Pleaders agree that some of the appeals which have been adjourned to dates after the recess may be heard before the recess instead of this case posted for 1st of April. This should be done at once, and this case is adjourned to 23rd of October. (Sd.) H. R. FARMER, 9—3—91.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 9. Petition put in by the Plaintiff in O. S. No. 10 of 1890 on the file of the District Court for adjournment of this suit, dated 23rd October 1891.

No. 9.

Adjournment Petition.

TO THE HONOURABLE THE DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889, *District Court.*

M. P. No. 415 *of* 1891.

Sri Setrucherla Jogi Raju Bahadur Garu, having died, his sons by his second wife.

1. Sri Setrucherla Virabhadra Surya Narayana Raju Garu.
2. Jagannadha Raju Garu.

} *Plaintiffs.*

versus

Sri Setrucherla Ramabhadra Raju Bahadur Garu, &c., &c. ... *Defendants.*

Original Suit No. 10 *of* 1890, *District Court.*

Sri Setrucherla Narasayyamma Garu ... ... *Plaintiff.*

versus

1. Sri Setrucherla Virabhadra Surya Narayana Raju Garu.
2. Jagannadha Raju Garu.

} Minors, by their mother and guardian Gangayyamma Garu. } *Defendants.*

The humble Petition presented by the Plaintiff in Original Suit No. 10 of 1890 for an adjournment of Original Suit No. 1 of 1889, under Section 156, Civil Procedure Code, respectfully shows:—

1. That the Plaintiff in Original Suit No. 1 of 1889, Sri Jogi Raju Garu, having died subsequent to the institution of the suit, there was a dispute between the present Petitioner, his senior widow, and the sons by his junior widow, as to who should be made the legal representatives of the deceased Plaintiff.

2. That this Court on some preliminary enquiry held that the sons by his junior (wife) were to be made the representatives of the deceased Plaintiff.

3. That the present Petitioner, the senior widow, brought thereupon Suit No. 10 of 1890 in this Court to set aside the summary order passed against her in Original Suit No. 1 of 1889, and declare that she is the lawful heir of the deceased Plaintiff in preference to the sons of the second widow.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 9. Petition put in by the Plaintiff in O. S. No. 10 of 1890 on the file of the District Court for adjournment of this suit, dated 23rd October 1891.—*concluded.*

No. 10. Counter-Petition to No. 9, dated 6th November 1891.

4. That this suit being dismissed in January 1891, an appeal to the High Court was preferred and filed as Regular Appeal No. 125 of 1891; and notices were also issued to the sons by the second widow.

5. That a Petition was presented by the present Petitioner in the High Court praying that the trial of Original Suit No. 1 of 1889 of this Court might be stayed pending the result of Regular Appeal No. 125 of 91, and notices were issued to the sons to show cause why the suit (Original Suit No. 1 of 1889) should not be stayed till the petition is disposed of in the High Court.

6. That, therefore, the Petitioner prays that this Honourable Court may be pleased to postpone the hearing of this case in Original Suit No. 1 of 1889 which is posted for final hearing for this day till the petition referred to in the above paragraph, namely, that put in in the High Court is disposed of.

VIZAGAPATAM, 23*rd October* 1891.

(Signed) S. Suryanarayana,

Pleader.

No. 10.

Counter-Petition to No. 9.

TO THE HONOURABLE THE DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

The Plaintiffs oppose the adjournment petition presented by Narasayyamma for the following reasons:—

1. The present petition for an adjournment is not a *bona fide* one, but one presented for ulterior purposes, and there is no section in the Code by which the Petitioner can ask the trial of Original Suit No. 1 of 1889 to be stopped.

2. This suit had been instituted in December 1888 nearly 3 years ago and it is very unfortunate that the Plaintiff died *pendente lite*, and the Kurupam Zamindar who advanced funds for the suit also died *pendente lite* and 2 or 3 witnesses who were alive 6 months ago also died.

3. The present Plaintiffs are minors by their mother and they summoned witnesses once on a previous occasion and this is the 2nd occasion they have paid batta of Rs. 1,000 nearly and witnesses who received summonses have been attending the Court for the last fortnight, though 4 important hostile witnesses are escaping processes of the Court, being the servants of the Defendants (G. Ramamurti and Defendants' mother, Gadagamma brothers).

4. The Defendants of Original Suit No. 1 of 1889 are the maternal uncle's sons of the nominal Plaintiff of Original Suit No. 10 of 1890. Their defence in

Original Suit No. 1 of 1889 is wholly false and they are afraid of a trial in Original Suit No. 1 of 1889. So with the tool of a neice in their hands they are playing all their tricks. The Court was also informed of all this in Original Suit No. 10 of 1890.

5. The Defendants failed to attend on summons and proclamation had to issue eventually, and the Court would see that it is after their arrival here that this Petition of adjournment in Original Suit No. 10 of 1890 has been presented, and for a fact, it is the 1st Defendant's gumastahs and agents that are actually instructing the Pleader now.

6. This Plaintiff also believes that Defendants are sparing no attempts to win over the few witnesses who have attended the Court.

7. There is no foundation whatever that the High Court have at all given notice to these Plaintiffs to show cause why the trial in Original Suit No. 1 of 1889 should be adjourned till the appeal against Original Suit No. 10 of 1890 is disposed of, which will not be before 1892 end.

8. Certainly there is no notice to this Court to adjourn the suit Original Suit No. 1 of 1889 till the appeal is disposed of, and the Court once declined to adjourn this suit Original Suit No. 1 of 1889.

9. The Court would also be pleased to observe that Original Suit No. 38 of 1888 was disposed of, in which these Plaintiffs were also Plaintiffs, and there were no obstacles raised then in the trial, simply because these Defendants of Original Suit No. 1 of 1889 had nothing to do with that suit.

10. The Defendant's sole object is to get the case adjourned *sine die* and take the chances which time may bring on.

11. Under any circumstances, the Defendants must be examined.

12. There is a big case, the Plaintiffs are helpless minors, they have not got any ready money with them as they have not obtained their one-fourth Merangi estate, and the Defendants being monied are exerting their best endeavours to defeat Plaintiffs' justice. The Plaintiffs may not be able to secure the few witnesses who now attended, for the next occasion.

The Plaintiffs pray to refuse the adjournment and proceed with the suit, which after all would not take long when once commenced. A continuous trial for a week would close the case most probably.

(Signed) Sri Setrucherla Gangayyammaji Garu, mother and guardian of the minors.

(Signed) ——— (Illegible).
(„) S. R. Krishnayya.
Pleaders.

6—11—1891.

Deputy Registrar.

No. 11.

Office note relating to Nos. 9 and 10.

IN THE DISTRICT COURT OF VIZAGAPATAM.

M. P. No. 415 of 1891.

Original Suit No. 1 of 1889.

Office note.	Judge's notes and orders.
This is an application by the senior widow of the late Plaintiff in Original Suit No. 1 of 1889, praying that this suit may not be disposed of until an application made by her to the High Court is disposed of. The present Plaintiffs are the sons by the late Plaintiff by a junior widow. The senior widow brought a suit for declaration that the marriage with the junior widow was invalid and her issue therefore illegitimate. This suit was dismissed and the sons by second wife were made legal representatives of the deceased Plaintiff. Senior widow appealed against the decree and put in a petition before the High Court praying that the Suit 1 of 1889 may be stayed pending disposal of the appeal. Hence the present petition to adjourn this suit pending disposal at least of the petition to the High Court. There is no affidavit to show that such an application had really been put in and that notices were ordered. It is not clear under what section this could be done. Section 156 does not apply. (Sd.) M. Surya Narayana. 6—11—1891.	I think that the application should have been made earlier; and that no sufficient cause has been shown for an adjournment. If the facts of the application to the High Court to stay the trial had been brought to notice before the witnesses had been summoned the case would have been rejected (*sic*). Application rejected. (Sd.) H. R. FARMER. 6—11—1891.

No. 12.

No. 12. Petition by Plaintiffs to call for certain records, dated 6th November 1889.

TO THE HONOURABLE DISTRICT COURT OF VIZAGAPATAM.

M. P. No. 417 of 1891.

Original Suit No. 1 of 1889.

The humble Petition presented by the Plaintiffs, under Section 137, Civil Procedure Code, most respectfully sheweth:—

1. The records in Appeal Suits Nos. 103, 104, 105, 106 and 107 of 1890 are very material for the purposes of the present suit.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 12. Petition by Plaintiff's to call for certain records, dated 6th November 1889—*concluded.*

No. 13. Affidavit of the Plaintiff's guardian in support of No. 12, dated 6th November 1891.

2. The 1st Defendant who now pleads that he had nothing to do with the shares of the Plaintiff and the 2nd Defendant paid Kattubadi &c., on behalf of all the 3 shares as manager and sued and was sued as such.

3. These Plaintiffs were no parties to those proceedings and the records are voluminous. The originals would also be wanted to prove the signatures of the 1st Defendant.

4. Without an amount of expense at a prohibitive cost, the copies of any of the records cannot be procured and produced.

5. The Plaintiffs pray that the complete records of Appeal Suits Nos. 103 to 107 of 1890 with all the documents in the case which are all one appeal only may be sent for, under Section 137. Necessary affidavit accompanies.

6—11—1891. (Signed) ————(Illegible),
Pleader.

No. 13.

Affidavit of the Plaintiffs' guardian.

TO THE DISTRICT JUDGE OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889 *on the file of Your Court.*

Affidavit of Gangayyammaji Garu, mother and guardian of the Plaintiffs, 1. Sri Rajah Setrucherla Veera Bahadur Suryanarayana Raju. 2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu.

1. The record in Appeal Suits Nos. 103, 104, 105, 106, 107 of 1890 on the file of your Court are very material for a just decision of this Case No. 1 of 1889. This guardian is not aware till a few days before this of the particulars relating to this record.

2. It appears from the said records that the family was joint and that the 1st Defendant was its manager.

3. The Plaintiffs were not parties to that record. The said record could not be obtained without great expense and labour: nor could it be got urgently. The said record will be very useful in this suit.

6th November 1891. (Signed) Sri Setrucherla Gangayyammaji.

This affidavit has been affirmed to before me who am the Village Munsiff of Khatti Mandupalem village.

(Signed) Pilli Narisimhulu.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 14. Office note relating to Nos. 12 and 13 and the order thereon, dated 11 November 1891.

No. 14.

Office note relating to Nos. 12 *and* 13.

IN THE DISTRICT COURT OF VIZAGAPATAM.

M. P. No. 417 *of* 1891,

(*In Original Suit No.* 1 *of* 1889).

Office note.	Judge's notes and orders.
This is an application by the Plaintiff in Original Suit No. 1 of 1889 praying that the Court may send for records in Appeal Suits Nos. 103 to 107 of 1890, on the file of this Court between the 1st Defendant in the case and the Zamindar of Kurupam.	Notice to the other side. 11—11—91. (Sd.) H. R. FARMER. 9—11—91.
The Petitioner is no party to those appeals and submits that the records being voluminous, the cost of obtaining copies therefor would be prohibitive.	
Petitioner says that the signatures on some of the receipts in the above records have also to be proved.	The affidavit is not sufficiently explicit. The particulars of documents wanted should be given, naming them and the expense of obtaining copies thereof. Time given as requested until the 13th to supply the information.
The way in which the record is useful is explained to be that in those appeals the facts bear out that 1st Defendant brought those suits as managing member.	
Orders under Section 137 required.	(Sd.) H. R. FARMER. 11—11—91.
The Pleader on the other side may be asked to take notice. No appeal. (Signed) Suryanarayana, *Suit Clerk.* 9—11—91.	

No. 15.

No. 15. Plaintiff's Exhibit A. Letter to the Deputy Tahsildar of Parvatipur, dated 6th October 1894.

Letter, 2nd Defendant and the late Plaintiff to the Deputy Tahsildar, Parvatipur.

Plaintiff's Exhibit A.

To

M. R. Ry. Birakoyala Narayana Row Pantulu Garu,
Deputy Tahsildar of Parvatipur Taluq.

FROM

Sri Setrucherla Somasekhara Raju Bahadur Garu and
Sri Setrucherla Jogi Raju Bahadur Garu with usual respects.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 15. Plaintiffs' Exhibit A. Letter to the Deputy Tahsildar of Parvatipur, dated 6th October 1894 —*concluded*

Afterwards.—The Panchayat award relating to the *dayam* (division) between ourselves and the minor Zamindar of Sri Merangi, should be amended in respect of the three points–*viz.*, repairs, grain and bonds, as per orders issued by the Collector. We have entered into a *samakhya* (agreement) arranging between ourselves that excluding the share of the minor Zamindar, the two shares belonging to us as also the share of our elder brother Sri Ramabhadra Raju Bahadur Garu in all three shares should be kept joint, that Sri Ramabhadra Raju Bahadur Garu who is the eldest of us should manage the same, that we should remain joint for 12 years and then effect a division with such profits or loss as may then be had and that the person desiring to effect division before the close of the term should give up the profits acquired till then and himself bear the losses caused on his account. Therefore, the two shares belonging to us should be delivered either to Sri Ramabhadra Raju Bahadur Garu or his Vakil. Therefore be pleased to consider.

6th October 1874.

(Signed) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

This letter has been truly written by my brothers Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu, and, therefore, I am entitled to take delivery of the property which may fall to their shares, as desired by them.

PARVATIPUR, CAMP. *7th October* 1874.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(True copy)

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on the 22—12—88 by Plaintiffs, and filed on 12—9—92 as Exhibit A. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 16. Plaintiff's Exhibit B. True copy of Samakhya deed between the Defendants and the Plaintiffs' father, dated 6th October 1874.

No. 16.

Plaintiff's Exhibit B.

Samakhya (agreement) entered into on 6th October 1874 between Sri Ramabhadra Raju Bahadur Garu, Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu, sons of the late Sri Setrucherla Jagannadha Raju Garu Bahadur, Zamindar of Merangi, of Zamindar's family, Kshatriya caste, residing in Kusbah China Merangi, Merangi Taluq, within the jurisdiction of the Sub-Registrar of Parvatipur, Vizagapatam District, Madras Presidency.

As one of us, Sri Somasekhara Raju Bahadur Garu, has not agreedto the award passed by the Panchayat in the dispute in respect of *dayam* (partition) which took place between us three and the minor Zamindar of Merangi, we have resolved that it wolud be better for us three to live jointly than to become divided by instituting civil suits and putting ourselves to much expense and trouble, and have arranged, among ourselves, the following conditions for living jointly :—

1. That the three shares belonging to us according to the Panchayat award after excluding the share of the minor should be kept joint:

2. That Sri Ramabhadra Raju Garu who is the eldest of us should take charge of the said three shares and manage the same, and

3. That we should live jointly for twelve years from this date, and effect division thereafter after settling the profit or loss accruing up to that date. Should in the meantime any of us desire to become divided, without remaining joint for twelve years as aforesaid, the member so desiring should give up his share in the profits which may accrue up to that date and should himself bear the loss which may have been occasioned thereby. We have entered into this *samakhya* (agreement) after agreeing that it should be acted upon accordingly and therefore we three shall bind ourselves to the said conditions.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogu Raju Bahadur Garu.

Witnesses hereof :—

(Signed) Vakki Kodandaramia.

(„) Maruvada Achuta Ramia.

(„) Markonda Patnaikuni Pattabhiramia.

(„) Achanta Ganga Raju.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 16. Plaintiff's Exhibit B. True copy of Samakhya deed &c., dated 6th October 1874.—*concluded.*

Written by Waltair Somasundrum.

(Here enter registration endorsement.)

(True copy)

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 22—12—88 by Plaintiff and filed on 16—9—92 as Exhibit B. Proved by 13th witness for Plaintiff.

(Signed) H. R. FARMER,
District Judge.

No. 17.

No. 17. Plaintiff's Exhibit B1. True copy of Samakhya deed entered into between the defendants and the Plaintiff's father, dated 6th October 1874.

Plaintiff's Exhibit B1.

Samakhya (agreement) entered into on 6th October 1874, between Sri Ramabhadra Raju Bahadur Garu, Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu, sons of the late Sri Setrucherla Jagannadha Raju Bahadur, Zamindar of Merangi, being members of the Zamindari family, of Kshatriya caste, residing in Kusba Chinna Merangi in Merangi Taluq within the jurisdiction of the Sub-Registrar of Parvatipur, Vizagapatam, Madras Presidency.—

As one of us Sri Somasekhara Raju Bahadur Garu has not agreed to the award passed by the Panchayatdars in the dispute in respect of *dayam* (partition) which took place between us three and the minor Zamindar of Merangi, we have resolved that it would be better for us three to live jointly than to become divided by instituting civil suits and by putting ourselves to much expense and trouble, and have arranged, among ourselves, the following conditions, for living jointly:

1. That after excluding the share of the minor, the remaining three shares belonging to us according to the Panchayat award should be kept joint;

2. That Sri Ramabhadra Raju Garu who is the eldest of us should take charge of the said three shares and manage the same, and

3. That we should live jointly for twelve years from this date, and effect a division thereafter, after settling the profit or loss accruing up to that date.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 17. Plaintiff's Exhibit B1. True copy of Samakhya deed entered into between the Defendants and the Plaintiff's father, dated 6th October 1874.—*concluded.*

Should any of us desire to become divided in the meantime without remaining joint for twelve years as aforesaid, the member so desirous should give up his share in the profits which may accrue up to that date and should himself bear the loss which may have been occasioned thereby.

We have entered into this *samakhya* (agreement) after agreeing that it should be acted upon accordingly; and, therefore, we three shall bind ourselves to the said conditions.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

Witnesses hereof:—

(Signed) Vakki Kodandaramayya.

(„) Maruvada Atchutha Ramia.

(„) Markanda Patnayani Pattabhiramia.

(„) Achati Ganga Raju.

Written by Palconda Somasundaram.

(Here enter registration endorsement).

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—3—1889 by 1st Defendant's Pleader and filed on 21—9—92 as Exhibit B1. Proved by 16th witness for Plaintiffs.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 17. Plaintiff's Exhibit C. Letter, dated 9th August 1875.

No. 18.

Plaintiff's Exhibit C.

Letter, 1*st Defendant to the Collector Vizagapatam.*

Register No 2542.

TO THE COLLECTOR OF VIZAGAPATAM DISTRICT.

Afterwards.—Your order No. 959, dated 31st ultimo, stating among other things that orders were received from the Court of Wards in respect of the *Punchayet* relating to the partition which took place between us and the minor Zamindar, that therefore a day should be fixed and that I and my younger brothers should attend on that day, was received and the contents thereof were understood. I and my younger brothers have entered into an agreement on a stamp paper on 6th October 1874 to the effect that we should reunite the *dayam* (share) which we may get and manage the same and that I should receive also the *dayam* due to them, and have even got the same registered. My younger brothers wrote to you about this matter on 7th October 1874. Now as you have written that I should bring them along with me, I have informed them of the same and they have said in reply that I should receive their two shares according to the document, that they are unable to attend at present as they are unwell in body and that they would also inform (you) of the same by means of a letter. According to their application also the shares belonging to them should be delivered to me. I shall start as soon as you write to say that I alone should come and therefore these matters are written for your information.

9*th August* 1875.

(Signed) Setrucherla Ramabhadra Raju Bahadur, renter of the Merangi Zamindari.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 16—9—92 by the Collector's Clerk and filed on 16—9—92 as Exhibit C. Proved.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 19. Plaintiff's Exhibit D. Letter, dated 20th August 1875.

No. 19.

Plaintiff's Exhibit D.

Letter, 1*st Defendant to the Collector of Vizagapatam.*

Register No. 2608.

TO THE COLLECTOR OF VIZAGAPATAM DISTRICT.

Afterwards.—Having learnt the contents of your letter No. 959, dated 31st ultimo, to the address of myself and my brothers asking us to call over there as the Court of Wards had ordered that the award of the Panchayat in respect of *dayam* (partition) dispute between ourselves and the minor Zamindar should be acted upon, I wrote a letter to your address on the 9th instant stating among other things that I and my younger brothers had reunited our *dayam*, that my younger brother had written to you a letter requesting you to deliver their shares to me, as they were unwell and were therefore unable to call over there and that I would start and come if I was asked to come myself; but you have not as yet sent a reply thereto. A long time has already elapsed since the Panchayat award was passed and I therefore hope that you would be pleased to send at an early date a reply to our letter of the 9th instant as stated above.

20*th August* 1875.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur, Renter of Merangi Zamindari.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 16—9—92 by the Collector's Clerk, and filed on 16—9—92 as Exhibit D.—Proved.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1875.

No. 20

Plaintiff's Exhibit E.

Award of the Panchayatdars.

The decision of the Panchayat on Merangi Estate written by the President Sri Rajah Mruthyunjaya Nissankulu Bahadur, the Zamindar of Sungumvalsa, in his own handwriting.

Panchayatdars appointed by the Collector of Vizagapatam :—

PRESENT.

1. Sri Rajah Mruthyunjaya Nissankulu Bahadur, Zamindar of Sungumvalsa, Mediator on behalf of Sircar.

1. Gundumalla Venkata Rangayya Pantulu Garu, pensioned Sheristadar of Ganjam Collectorate, on behalf of Sri Rajah Setrucherla Jagannadha Raju Bahadur, minor Zamindar of Merangi.

1. Pasumurti Kanaka Raju Garu, Sheristadar of Belgaum Zamindar of Merangi.

1. Birakayala Narayana Row Pantulu Garu, Deputy Tahsildar of Parvatipur, on behalf of Renter Sri Setrucherla Ramabhadra Raju Bahadur Garu, Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu.

1. Belgaum Surayya Patnaikulu, Muzumdar of Belgaum Zamindar's Kutcheri.

Of these 5 persons, the undersigned have given the following decision to meet the ends of justice.

Dayadis (coparceners) who should effect division are :—

1. Sri Raja Setrucherla Jagannadha Raju Bahadur, minor Zamindar of Merangi by his guardian Nissankuni Ramachendra Patrudu Garu;

1. Minor's paternal uncle—Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(By) Vakils Achanti Ganga Raju and Belgaum Adinarayana;

1. Minor's paternal uncle Sri Somasekhara Raju Bahadur Garu (by) Vakils do.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

1. Minor's paternal uncle Jogi Raju Bahadur Garu, (by) Vakils Achanti Viyyanna and Panigraha Raghunadhu.

These four persons are entitled to have the *dayabhagam* in four equal shares.

As Sri Raja Setrucherla Chendrasekhara Raju Bahadur Garu, the father of the minor Zamindar and the elder brother of the 2nd, 3rd and 4th members had died on the 4th day of *Badrapadah Sudha* of the year *Sukla* corresponding to 8th September 1869, the Taluq of Merangi was placed under the management of the Collector of Vizagapatam on behalf of the Court of Wards under Regulation 5 of 1804 for the protection of the minor until he attains majority. Thereupon, the 2nd, 3rd and 4th members applied for division and delivery to them of the whole of the estate consisting of Taluq &c. Therefore, this Panchayat has been convened at Parvatipur by the Collector upon the proceedings passed by the Court of Wards for the purpose of effecting division, through a Panchayat, of the whole of the moveable and immoveable property that may remain after excluding from their estate, the Merangi Taluq and those attached to Rajalanchanamulu (Royal Insignia), to which the minor Zamindar is entitled.

The property now in dispute is :—

	Rs.	A.	P.	Rs.	A.	P.
1. Amount of Government Bonds that were at the death of the late Zamindar ...				30,000	0	0
Amount taken by the Renter and others for their own purpose, from the money that remained in the treasure boxes of the said Zamindar at Merangi at his death and concealed on the plea that it is mother's property.				53,000	0	0
Amount remitted by the Renter to the Vizagapatam Collector's Treasury on 4th February 1870 subsequent to the death of the late Zamindar ...				3,957	5	1
				(*sic*) 91,957	5	1
Amount paid into the office of the Collector of Vizagapatam, being the income for Fuslis 1280—1281 and 1282, after the Taluq had come to the minor's possession ...	1,74,485	13	10			
Out of which deduct *Sircar Peishcush* and all other sundry expenses ...	1,20,659	15	9			
Balance ...				53,825	14	1
				1,45,783	3	2

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

		Rs.	A.	P.	Rs.	A.	P.
Out of which.							
Jhada (particulars).							
Cash balance in the Collector's Treasury.					22,283	3	2
Government Bonds do.	...				70,500	0	0
Formerly remaining	...	30,000	0	0			
Subsequently purchased	...	40,500	0	0			
In Collector's Cutcherry	...				92,783	3	2
Concealed and kept with the renter for his own purpose	...				53,000	0	0
					1,45,783	3	2
2. Debt-bonds and current bonds	...	32,622	3	5	1,33,021	6	7
Loans granted on fixed rents	...	1,00,399	3	2			
3. Grain remaining at the death of the late Zamindar.							
Balance up to Fusli 1278, 30th June 1869 ...Garces.		89	15	28			
Credit relating to lists from July ... „		2	20½	3			
		92	5¾	0			
Deduct expenditure for 3 months up to September when the Raja died ... „		18	6	0			
Balance ...		73	29¾	0			
Value of which is	...				2,219	12	0
					2,81,024	5	9
4. Profit derived from the Taluq through the renter.							
Collection from the Taluq as per a/c No. 18 produced by the renter	...						
For Fusli 1280	...	42,569	15	11			
For Fusli 1281	...	44,398	8	3			
For Fusli 1282	...	44,233	1	2			
		1,31,201	9	4			

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 17th October 1874.—*continued.*

	Rs.	A.	P.	Rs.	A.	P.
Commission remitted by the Sircar for collecting road-cess ...	505	3	11			
Commission relating to quit-rent ...	561	7	0			
	1,32,268	4	3			
Out of this,						
Expenditure.						
Amount of rent paid into Sircar for Fuslies 1280, 81, 82 ...	1,04,275	0	0			
Allowance for establishment at Rs. 4,000/ per year for the said fuslis	12,000	0	0			
	1,16,275	0	0			
Amount entered in excess besides the said allowance, for 3 years at Rs. 2,539 a year is Rs. 7,719, from which the unnecessary items amounting to Rs. 3,008-4-0 for 3 years at Rs. 1,002-12-0 a year and not admitted by the guardian being deducted, the amount admitted by the guardian on account of Zamindari servants without allowances from Sircar	4,610	7	0	...		
	1,20,885	7	0	...		
This being deducted, balance of profit is.. ...				11,382	13	3
				2,92,407	3	0
5. Khangi and Seri villages,—out of Konda Mutta cist of Rs. 600/ the amount of Rs. 300 included therein being deducted, the balance is Rs. 300 a year, and for 3 years is ...	900	0	0	...		
Out of Rs. 1,500 being the lease amount per year of the villages of Konsila and Maruvada, the amount of Rs. 800 included in the rent being deducted, the balance per year is Rs. 700 and for 3 years is	2,100	0	0	...		
Out of Rs. 1,300 being the amount of lease per year of Gaurammapeta, Rs.300, included in the rent being deducted, the balance per year is Rs. 1,000 and for 3 years is ...	3,000	0	0	6,000	0	0

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 17th October 1874.—*continued.*

	Rs.	A.	P.	Rs.	A.	P.
6. Grain yielded by Seri lands for 3 years is 600 garces (*sic*) at 20 garces per year, which at Rs. 30 per garce is	1,800	0	0	...		
Cash	100	0	0	1,900	0	0
7. Profit in respect of Mondenkhellu Mutah not included in the rent for 3 years at Rs. 500 a year—through the guardian ...	1,500	0	0	...		
8. Inam lands purchased by the late Zamindar in the Taluqs of Merangi, Kurapam and Palakonda.						
1. The village of Narasingapuram, Palakonda Taluq	3,500	0	0	...		
1. Seetharamapuram Agraharam in Merangi Taluq	2,000	0	0	...		
1. Nidagallu Manyam do. ...	1,650	0	0	...		
1. Panukupolam, *Kusbah* Chinna Merangi	400	0	0	...		
1. The village of Alluvada in Kurpam.	9,000	0	0	...		
1. Inam lands including gardens in Talladumma village, Merangi Taluq ...	1,800	0	0	...		
1. Inam in China Gudaba (*sic*) village.	800	0	0	...		
1. Land purchased in Mujji Yenduvadi in Merangi	120	0	0	...		
1. Manyam purchased from Gullavadu.	90	0	0	19,860	0	0
1. China Merangi Gaddapolam ...	1,500	0	0	...		
1. Inam settled in the name of Nadupilly Venkatraju	300	0	0	...		
1. Inam settled in the name of Sarvapilli Thammayya	200	0	0	2,000	0	0
1. Bhimuvalsa, hamlet of Sivvam ...	100	0	0	100	0	0

Deputy Registrar.

	Rs.	A.	P.	Rs.	A.	P.
9. Amount of income of the Inam lands for 3 years Fuslis 1280, 81 and 82 at Rs. 1,147-6-0 a year ...				3,442	2	0
10. Amount of arrears due for Fusli 1282 ...				3,960	3	11
11. Gardens:—						
1. Approximate value of Chendrasekhara Rajapuram Jerayati garden ...	150	0	0			
1. Parujupadu garden do. ...	100	0	0			
1. Gourammapeta garden do. ...	150	0	0			
1. Mango Gunna Mamidi garden ...	150	0	0			
1. Segidivadi garden ...	50	0	0			
1. Pedda Merangi Gotula Mango garden ...	100	0	0			
1. Chinna Merangi cocoanut garden ...	200	0	0			
1. Paramayavalsa Orange garden ...	200	0	0			
1. Alamanda orange and cocoanut tree garden ...	100	0	0			
12. *Thirasthu* (*alienated*) *lands.*	Annual income.					
1. Surappa Doravalsa Manyam in Merangi Taluq ...	10	1	8			
1. Gedda Thiruvada Inam in do. ...	43	0	0			
1. Gangammavalsa Inam in do. ...	8	11	9			
1. Rajayyapeta Inam in do. ...	11	6	9			
1. Kannappa Doravalsa Inam in do. ...	8	0	0			
1. Nilammapolam of Chinna Merangi.	56	8	0			
1. Kavutumpolam in do. ...	30	0	0			
	167	12	2	167	12	2

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 17th October 1874.—*continued.*

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 17th October 1874.—*continued.*

	Rs.	A.	P.	Rs.	A.	P.
Manyams for which puttahs are not received.						
1. Lukanapuram ...	340	0	0			
1. Venkammapeta Nayakaram and Akaram ...	20	0	0			
1. *Thirasthu* (an alienated village) in Jogi Rajupeta. ...	40	0	0			
				400	0	0
13. Houses.	Value.					
1. Approximate (value) of the houses in the Rajah's Merangi Fort ...	10,000	0	0			
1. House in Vizagapatam ...	2,500	0	0			
1. Tiled house in Thalla Dumma ...	500	0	0			
1. Tiled house in Parvatipur ...	150	0	0			
1. House in the Brahmin street at Merangi ...	40	0	0			
1. House for School in Khandra street at do. ...	50	0	0			
1. House in Kadi street in do. ...	60	0	0	13,300	0	0
Out of this, the income from houses at Dumma and Vizagapatam for 1 year at Rs. 96 a year ...				96	0	0
14. Profit in respect of the villages of Dumma and Itika ...						
15. Approximate value of Sikhavaram Agraharam given to the guardian ...				2,000	0	0
16. Ornaments belonging to the members of the Royal family.						
Belonging to the minor Zamindar ...	3,804	0	0			
Belonging to Sri Ramabhadra Raju Garu ...	1,115	7	0			
Belonging to Sri Somasekhara Raju Garu.	1,695	0	0			

Deputy Registrar.

	Rs.	A.	P.	Rs.	A.	P.
Belonging to Sri Jogi Raju Garu ...	1,274	0	0			
Belonging to Sri Dalemma Patta Mahadevi Garu ...	3,332	8	0			
Belonging to Nilamma Patta Mahadevi Garu, mother of the minor Zamindar ...	3,250	4	0			
Belonging to the wife of Sri Ramabhadra Raju Garu ...	1,186	12	0	15,658	0	0
These are with those to whom they respectively belong ...	...					
Separate ones which are included in the list of Sri Dalemma Patta Mahadevi Garu and are with her.						
Rubies and other spare precious stones.	168	8	0			
126 gold Kasulu weighing 24½ tolas ...	372	0	0			
10 gold Boddu Pudelu and 1 Varaha-total 11 weighing 24 tolas ...	408	0	0			
				1,248	8	0
Ornaments belonging to the mother of Sri Jogi Raju Garu ...				300	0	0
17. Samudayam (collection) of silver articles.						
In the possession of the minor Zamindar.	521	8	0			
In the possession of Sri Ramabhadra Raju Garu ...	313	0	0			
In the possession of Sri Somasekhara Raju Garu ...	181	6	0			
In the possession of Sri Jogi Raju Garu.	137	10	0			
In the possession of Sri Dalemma Patta Mahadevi Garu ...	185	0	0			
				1,338	8	0

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1871.—*continued.*

		Rs.	A.	P.	Rs	A.	P.
18.	Brass, copper, bell-metal and other utensils.						
	In the possession of Sri minor Zamindar.	334	12	0			
	In the possession of Sri Ramabhadra Raju Garu ...	311	2	7			
	In the possession of Sri Somasekhara Raju Garu ...	259	12	0			
	In the possession of Sri Jogi Raju Garu.	151	14	10			
	In the possession of Sri Dalemma Patta Mahadevi Garu ...	20	8	0			
	In the possession of Sri Ramabhadra Raju Garu's wife ...	12	11	0			
	In the possession of the guardian as *anamath* (suspense account) ...	632	10	0			
19.	Cloths in use.				1,723	6	5
	In the use of the minor Zamindar ...	412	0	0			
	In the use of Sri Ramabhadra Raju Garu ...	227	0	0			
	In the use of Sri Somasekhara Raju Garu ...	106	0	0			
	Belonging to Sri Jogi Raju Garu ...	70	0	0			
	In the use of Sri Dalemma Patta Mahadevi Garu ...	81	0	0			
	In the use of Sri Nilamma Patta Mahadevi Garu	250	0	0			
	In the use of Sri Ramabhadra Raju Garu's wife	27	0	0	1,203	0	0
20.	Cots, mattresses &c.,						
	The Rajah's *Hamasathulikha* mattress...	300	0	0	...		
	3 cots with Sri Ramabhadra Raju Garu..	12	0	0	...		
	Mattresses	10	0	0	322	0	0

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1871.—*continued.*

		Rs.	A.	P.	Rs.	A.	P.
21.	Large boxes, travelling boxes, Chanduga boxes and other wooden articles.						
	As per details of the lists Nos. 1 and 2 filed in the Collector's Huzur	...			250	8	0
22.	Household ornamental things, shades, pitures, &c., in the houses in possession of Sri Ramabhadra Raju Garu	...			31	0	0
23.	Those used as vehicles. Elephant in possession of the Rajah	500	0	0	...		
	Pattapu (state) horse	100	0	0	...		
	Red-wood Palanquin	700	0	0	...		
	Ordinary Savari	50	0	0			
	Country horses in possession of Sri Ramabhadra Raju Garu...	50	0	0			
	Two Bengal Palanquins	50	0	0	1,450	0	0
24.	Tent	...			50	0	0
25.	Seri carts and bullocks in Ramabhadra Raju Garu's possession.						
	4 carts	60	0	0			
	16 bullocks	180	0	0			
	8 Buffaloes	170	0	0			
	2 Bull calves	30	0	0	440	0	0
26.	Cattle in domestic use. In possession of Sri Ramabhadra Raju Garu.						
	2 Buffaloes	30	0	0			
	5 Cows	70	0	0			
	18 Cow calves	50	0	0			
	2 Big cows	30	0	0			
	2 Buffalœ calves	11	0	0	191	0	0

	Rs.	A.	P.	Rs.	A.	P.
27. Muskets, swords and other weapons in possession of Sri Ramabhadra Raju Garu.						
1. One rifle musket belonging to the Rajah	100	0	0			
1. Rakam musket belonging to do. ...	50	0	0			
7. Native muskets mounted with silver.	40	0	0			
1. Khaya Surakatti	10	0	0			
	200	0	0			
Surakatti in the possession of Sri Jogi Raju ...	4	0	0			
In the possession of the guardian. 44 muskets and 26 swords &c as per list filed in the Collector's Huzur on 20th October 1871 ...	603	0	0			
In them, there is one gilt Phirangu sword given to Sri Rajah by the Maha Rajah of Vizianagaram ...	807	0	0			
28. Books as per list ...	131	14	0			
	3,71,978	1	6			

1. The agreement on a stamped paper presented before the Deputy Tahsildar of Parvatipur on 29th September 1873 by Ramabhadra Raju Garu, Somasekhara Raju Garu, Jogi Raju Garu and also by the guardian of the minor Zamindar stating that they shall bind themselves to exclude and Mirangi Zamindary the those attached to *Rajalanchenamulu* (*Royal Insignia*) and to divide and take the whole of the remaining moveable and immoveable property, according to the award that may be passed by the Panchayatdars regarding the same, that none of them shall under any circumstances, have recourse to any Court regarding this matter and that they shall accept this award alone as the final one, has been filed in the office of the Panchayetdars on 17th October 1873.

2. The accounts, petitions and other papers filed by Ramabhadra Raju Garu and others in respect of this matter, are shown in a separate list attached thereto.

3. Issues have been framed for Ramabhadra Raju Garu in respect of certain property, and in respect of income &c, of certain jeroyati and Inam lands; he has not only failed to adduce the necessary evidence, but has also failed to produce the accounts and witnesses called for by Jogi Raju.

Deputy Registrar.

4. It has therefore been resolved to decide it on the basis of the proceedings and oral investigations already made.

5. As to property No. 1:—

As there is a condition in the Panchayat agreement to the effect that excepting the Merangi Zamindari and the *Rajalanchenamulu* (Royal Insignia), the whole of the remaining moveable and immoveable property should be divided according to law, it is decided that the minor zamindar and his three paternal uncles Ramabhadra Raju Garu and others should divide and take in four equal shares the sum of Rupees 92,783-3-2 being the amount which appears to be remaining in the Collector's Kutcheri in the shape of Government bonds and cash out of the sum of Rupees 1,45,783-3-9 mentioned in No. 1 and shown in the accounts received from Collector's Cutcheri as the balance remaining after deducting the *neis'ikush* and other expenses from the amount which appears to have been the balance left at the death of the late zamindar and from the account relating to the rent of the aluq and other items collected subsequently from the time the taluq had passed to the minor up to the close of fusli 1282-corresponding to 30th July 1873; and also divide and take the sum of Rupees 53,000 which Ramabhadra Raju Garu and Somasekhara Raju Garu had taken from the treasury and concealed for their own use without remitting it to the Collector's office.

6. Ramabhadra Raju Garu and others say that the sum of Rs. 53,000 which they intended for their own use belongs to their mother; but it is not possible to believe that statement. Because, it has been fully proved by the evidence of three persons, Kristnasahu, Belagana Somesu and Elagareddi Jammanna who are the servants of the late zamindar and who are cited as witnesses by Jogi Raju Garu, that Ramabhadra Raju Garu had consulted his servants Paltheru Balaramayya Garu and Krishnasahu Garu for the purpose of concealing a portion of the money that remained, at the death of the late zamindar, in the treasure boxes which were in his treasury, that, on the night of the third day after the death of the late zamindar, he (Ramabhadra Raju Garu) caused the treasury room to be unlocked by a servant and himself unlocked the treasure boxes, took out 19 bags containing Rs. 19,000 from the small box and 34 bags containg Rs. 34,000 from the big box, that he caused the said 53 bags—fifty three bags—containing Rs. 53,000, fifty-three thousand rupees and the small box to be carried from the treasury to a room which was close by, that he kept it (the small box) there and left the fifty-three bags containing Rs. 53,000 therein, that he left in that box a cadjan leaf to show that they belonged to his mother Dalemma Pattamahadevi Garu and locked it up, that he sent for the seal from his mother and caused the said box to be sealed, that a few days later he took Rs. 15,000 out of the said sum of Rs. 53,000, leaving only Rs. 38,000 (thirty-eight thousand rupees) and sealed it again and that when the Deputy Tahsildar went there for inspection, he informed that the said thirty-eight thousand rupees belonged to his mother. Therefore, the said amount of fifty-three thousand rupees also is included in the 5th paragraph for the purpose of dividing it into four equal

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

shares. If Ramabhadra Raju Garu and Somasekhara Raju Garu pay the said amount, it is all right; if not, the amount of Rs. 13,250 due to the minor zamindar for his share and Rs. 13,250 due to Jogi Raju Garu for his share out of the said amount, after deducting therefrom Rs. 26,500 being the amount due to the shares of them both (Ramabhadra Raju and Somasekhara Raju), will have to be paid to them by the Collector by deducting the same from the cash and Government bonds in the Sircar Treasury, which have to be divided and given to Ramabhadra Raju Garu and Somasekhara Raju Garu.

7. As to debt bonds No. 2.

The bonds amounting to Rs. 32,622-0-0 found to be due in respect of debt bonds, as appears from the return of bonds marked as No. 14 and filed by the guardian, and also the bonds amounting to Rs. 100,399-3-2 which appears to be due in respect of *khandagutta* (fixed rent)—all these bonds including both recoverable and irrecoverable, should be divided into four equal shares amongst the minor zamindar and his three paternal uncles. The guardian has remarked in the list F filed again with the remarks of 22nd November 1873 giving details in respect of the said account, that out of Rs. 7,231-14 10 thereof shown in the accounts as relating to bonds which are time barred, Rs. 2,675-5-2 became time barred during the lifetime of the late zamindar himself, that bonds amounting to Rs. 4,529-4-4 became time barred subsequently owing to the bankruptcy, absconding &c., of the parties and that out of the bonds relating to *khandagutta* (fixed rent), Rs. 4,922-12-8 became time barred. If the amount of the bonds which became time barred as aforesaid be not paid by the debtors, there shall be no objection to bring for the purpose of obtaining justice in respect of the loss of the amount of such bonds against such person by whose carelessness they (such bonds) may be proved to have become time barred.

8. As to property No. 3:

It appears from the account C filed by the guardian that there was a balance of garces 73—29¾ of grain at the death of the late zamindar composed of of what was received from the seri lands and what was purchased. Ramabhadra Raju Garu states that he does not know what became of that grain. It further appears that the granary &c., were entirely under the charge of Ramabhadra Raju, Garu himself from 8th September 1869, the date on which the late zamindar died, up to 10th July 1870, the date on which the Deputy Tahsildar caused the charge to be delivered to the guardian Nissankuni Ramachendra Patrudu Garu by Ramabhadra Raju Garu; that he caused some of the grain to be spent, that when the guardian went with the Deputy Tahsildar to take charge of the grain, there was only 10 or 11 garces of grain in the store room; that, therefore, the guardian, without taking delivery thereof, made a report to the Collector, and that a few days thereafter, the said 10 or 11 garces of grain also were consumed. The store-keeper of the grain Belagana Somesu states that out of 73 and odd garces of grain which

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

should have remained, about 30 or 40 garces of grain were caused to be spent by Ramabhadra Raju Garu by way of getting the same pounded, &c., and that the remaining 30 garces of grain were delivered, under the orders of Ramabhadra Raju Garu, to his man Elaga Reddy Appadu. We think that as Ramabhadra Raju Garu was managing the family, he spent some grain for domestic use, &c., and that he is denying all knowledge of that matter for fear that if he should admit it, the responsibility in respect of the whole of the grain will rest on him. There might have been defalcation also by servants to some extent. Any how the responsibility rests with Ramabhadra Raju Garu himself. However, allowing him a remission of garces 36—29¾ for domestic expenditure out of garces 73—29¾ of grain which should have been remaining, the remaining 37 garces of grain is decided against Ramabhadra Raju Garu. Therefore, Ramabhadra Raju Garu, after deducting Rs. 555 due to his share and that of Somasekhara Raju Garu from Rs. 1,110 being the value of the said 37 garces at Rs. 30 per garce, should pay Rs. 277-8-0 to the minor zamindar for his share and Rs. 277-8-0 to Jogi Raju Garu for his share. If it is not paid as aforesaid, the Collector should cause Rs. 555 to be deducted from the share due to Ramabhadra Raju Garu in the amount remaining in Collector's Kutcheri and cause the same to be paid to the minor zamindar and Jogi Raju Garu.

9. As to property No. 4—that is profits received by the renter from the Taluq.—

Jogi Raju Garu's Vakil and the guardian contend that as the Taluq had been granted to Ramabhadra Raju Garu for *kiphayet gutta* (favourable rent) simply on account of rendering services to all the members of the royal family, the profits realised over and above the rent should be included in the shares. As regards profits realised, both of them as well as the Vakil for Ramabhadra Raju Garu have produced accounts. Although there are certain differences in them, the guardian has approved of the profits shown in the accounts of Ramabhadra Raju Garu, but he states that while the funds necessary for each member of the royal family for maintenance and other expenses have been paid debiting the same in the accounts of the Collector's *Huzur*, there does not appear to be any necessity to make such disbursements from the profit derived from the Taluq, that therefore the unnecessary expenses cannot be refunded, that a remission of Rs. 4,610-7-0 being the salaries for three years on account of the salaries of Sanathana Bantu Manavar which have not been allowed by the Sircar, should be allowed out of the expenditure for Taluq establishment and that the balance of Rs. 11,382-13-3 should be included in the shares. As this seems quite reasonable, Ramabhadra Raju Garu and Somasekhara Raju Garu should, out of the said sum take Rs. 5,691-6-7 due to their two shares and Ramabhadra Raju Garu should pay Rs. 2,845-11-4 to the minor zamindar and Rs. 2,845-11-4 to Jogi Raju Garu for their respective shares. In default of such payment the Collector will have to deduct the same from the share due to Ramabhadra Raju Garu in the amount remaining in the *Huzur* kutcheri and pay them both.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdar dated 7th October 1874.—*continued.*

10. In the matter of debts shown by Ramabhadra Raju Garu in the *Vasul Baki* (outstanding collections) accounts for fuslis 1280, 81 and 82, as due from the Taluq, the amount of Rs. 3,960-3-11 relating to fasli 1282 should be taken by these four *dayadis* (cousins) in four equal shares as soon as it is recovered. Should any of them after collecting the same, deprive the others of their shares, there shall be no objection to such others (coparceners) instituting a civil suit against him for obtaining justice.

11. The guardian of the minor states that out of the profits derived from the Seri Village No. 5, a portion, Rs. 1,000 a year, is derived from the Kondah Mutta village and the villages of Kemsila and Maruvada treated as *Khangi* and Rs. 1,000 a year from Gourammapeta; that at this rate Rs. 6,000 has been derived for three years, that, out of this, Rs. 3,000 is paid as usual to Dalemma Patta Mahadevi Garu on account of household expenditure and Rs. 3,000 to Ramabhadra Raju Garu, and that out of them he should get a share in the Rs. 3,000 which is being paid to Ramabhadra Raju Garu; while the Vakil for Jogi Raju Garu states that a share should be given out of Rs. 6,000 paid to both of them. It appears reasonable to demand a share out of the Rs. 3,000—the profits of Gourammapetta—which were collected by Ramabhadra Raju Garu, but it does not look well for Jogi Raju Garu to ask for a share in the amount paid to Dalemma Patta Mahadevi Garu to meet the household expenditure.

12. The Vakil for Ramabhadra Raju Garu states that the amount relating to Gourammapeta also is being paid to Dalemma Patta Mahadevi Garu, but as the said village was under the control of Ramabhadra Raju Garu, there appears to be no reason whatever to doubt that the said amount has been collected by him. Nor does Ramabhadra Raju Garu prove that it has been paid to Dalemma Patta Mahadevi Garu. It is therefore decided that Ramabhadra Raju Garu should, after deducting Rs. 1,500 due to the two shares belonging to himself and to Somasekhara Raju Garu, out of the said Rs. 3,000, pay, out of the balance of Rs. 1,500, the amount of Rs. 750 to the minor zamindar and Rs. 750 to Jogi Raju Garu. The profits relating to the villages of Konda Mutta, Kemsila and Maruvada and Gourammapeta from fusli 1283 should be included in the *gutta* (lease) and should be continued to be paid to the minor zamindar, but after the division is effected there would appear to be no necessity for the same being paid to either Ramabhadra Raju Garu or Dalemma Patta Mahadevi Garu on account of the household expenditure of the family of Ramabhadra Raju Garu and others. It is not proper on the part of the Taluq officials to omit the *cists* of the said villages from the accounts and keep them in suspense in this manner without taking the same to the notice of the Collector. We therefore think it necessary that after bringing the same to the notice of the Collector, the said profits should be included in the rent and after (their) collection, be entered in the accounts of the minor.

13. The guardian and the Vakil for Jogi Raju Garu state that 60 garces of grain and Rs. 100 in cash were got for three years from private seri lands No. 6 at the rate of 20 garces a year, exclusive of expenses, and that they should

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

get shares in them. Ramabhadra Raju Garu (stating) that the (profit) was not so much owing to the crops being poor, furnished an account showing that garces 73-26½-3 of grain were got at garces 17-13½ for fusli 1280, garces 27-9½ for fusli 1281, and garces 29-3½-3 for fusli 1282. He further states that the seri lands were not under his charge in fusli 1279. The guardian having approved of the garces 73-26½-3 as there is only a small difference between his statement and the account furnished by Ramabhadra Raju Garu, states that Ramabhadra Raju Garu has entered the seri expenses at a little high figure, that a remission at garces 9-15-0 a year should be allowed but that there is no necessity to allow a higher rate. Considering therefore both the circumstances, it is decided that out of Rs. 2,216-10-0 being the price of garces 73-26½-3 of grain mentioned by Ramabhadra Raju Garu, at Rs. 30 per garce the sum of Rs. 850 being the value at Rs. 30 per garce, of garces 28-15 of grain spent for 3 years at garces 9-15 per year as stated by the guardian and the sum of Rs 60 being the *cist* due to Sircar for three years at Rs. 220 a year in respect of the seri lands making in all Rs. 1,515-0 0, should be deducted, and the balance of Rs. 701-10-0 and Rs. 100 relating to cash—in all Rs. 801-10-0 be confirmed and the same be divided into four shares.

14. As to property No. 7.—The Vakil for Jogi Raju Garu contends that the guardian is in receipt of an income at the rate of Rs. 500 a year from Mondenkhallu Mutta not included in the "rent" and that the said income should be included in the division. The guardian has stated that the said Mutta was formerly in the enjoyment of *Mokhasadars*, that after their demise, the Court of Wards restored it to the zamindar and entrusted it to him, that he therefore granted it to another person on *mustajari* (lease) and that he has been collecting the amount of the lease every year and remitting it to the Collector's Treasury to the credit of the minor zamindar; he also produced a copy of the Collector's order. The whole of the amount so remitted having been included in Collector's accounts, is ready for division, and it does not therefore seem necessary to make a separate investigation in respect of this matter. The profits acquired by the lessee should go to himself, but they are not liable for division amongst these.

15. As to Inam lands purchased, No. 8. It appears that out of the lands mentioned in No. 8 as having been purchased by the late zamindar in the Taluqs of Merangi, Kurupam and Pa'akonda, the land called Chinnagreduba *manyam* having been sold in the name of one called Sara Mutiyala Dora, was settled in his name also and was given by him to his sister Dalemma Patta Mahadevi Garu. Therefore, the said *manyam* should remain in her enjoyment during her lifetime and should then be enjoyed by the four people, the minor zamindar and others, in four shares. The guardian states that the Bhimalavalsa *jeroyati*, in Sivvam hamlet are *manyams* relating to new service. Ramabhadra Raju Garu and others have neither contended nor proved that they are old manyams liable for division; therefore it cannot be brought into division and the whole of the other Inam lands should be divided in four shares amongst the four people—the minor zamindar and others.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdar dated 7th October 1874.—*continued.*

10. In the matter of debts shown by Ramabhadra Raju Garu in the *Vasul Baki* (outstanding collections) accounts for fuslis 1280, 81 and 82, as due from the Taluq, the amount of Rs. 3,960-3-11 relating to fasli 1282 should be taken by these four *dayadis* (cousins) in four equal shares as soon as it is recovered. Should any of them after collecting the same, deprive the others of their shares, there shall be no objection to such others (coparceners) instituting a civil suit against him for obtaining justice.

11. The guardian of the minor states that out of the profits derived from the Seri Village No. 5, a portion, Rs. 1,000 a year, is derived from the Kondah Mutta village and the villages of Kemsila and Maruvada treated as *Khangi* and Rs. 1,000 a year from Gourammapeta; that at this rate Rs. 6,000 has been derived for three years, that, out of this, Rs. 3,000 is paid as usual to Dalemma Patta Mahadevi Garu on account of household expenditure and Rs. 3,000 to Ramabhadra Raju Garu, and that out of them he should get a share in the Rs. 3,000 which is being paid to Ramabhadra Raju Garu; while the Vakil for Jogi Raju Garu states that a share should be given out of Rs. 6,000 paid to both of them. It appears reasonable to demand a share out of the Rs. 3,000—the profits of Gourammapetta—which were collected by Ramabhadra Raju Garu, but it does not look well for Jogi Raju Garu to ask for a share in the amount paid to Dalemma Patta Mahadevi Garu to meet the household expenditure.

12. The Vakil for Ramabhadra Raju Garu states that the amount relating to Gourammapeta also is being paid to Dalemma Patta Mahadevi Garu, but as the said village was under the control of Ramabhadra Raju Garu, there appears to be no reason whatever to doubt that the said amount has been collected by him. Nor does Ramabhadra Raju Garu prove that it has been paid to Dalemma Patta Mahadevi Garu. It is therefore decided that Ramabhadra Raju Garu should, after deducting Rs. 1,500 due to the two shares belonging to himself and to Somasekhara Raju Garu, out of the said Rs. 3,000, pay, out of the balance of Rs. 1,500, the amount of Rs. 750 to the minor zamindar and Rs. 750 to Jogi Raju Garu. The profits relating to the villages of Konda Mutta, Kemsila and Maruvada and Gourammapeta from fusli 1283 should be included in the *gutta* (lease) and should be continued to be paid to the minor zamindar, but after the division is effected there would appear to be no necessity for the same being paid to either Ramabhadra Raju Garu or Dalemma Patta Mahadevi Garu on account of the household expenditure of the family of Ramabhadra Raju Garu and others. It is not proper on the part of the Taluq officials to omit the *cists* of the said villages from the accounts and keep them in suspense in this manner without taking the same to the notice of the Collector. We therefore think it necessary that after bringing the same to the notice of the Collector, the said profits should be included in the rent and after (their) collection, be entered in the accounts of the minor.

13. The guardian and the Vakil for Jogi Raju Garu state that 60 garces of grain and Rs. 100 in cash were got for three years from private seri lands No. 6 at the rate of 20 garces a year, exclusive of expenses, and that they should

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

get shares in them. Ramabhadra Raju Garu (stating) that the (profit) was not so much owing to the crops being poor, furnished an account showing that garces 73-26½-3 of grain were got at garces 17-13½ for fusli 1280, garces 27-9½ for fusli 1281, and garces 29-3½-3 for fusli 1282. He further states that the seri lands were not under his charge in fusli 1279. The guardian having approved of the garces 73-26½-3 as there is only a small difference between his statement and the account furnished by Ramabhadra Raju Garu, states that Ramabhadra Raju Garu has entered the seri expenses at a little high figure, that a remission at garces 9-15-0 a year should be allowed but that there is no necessity to allow a higher rate. Considering therefore both the circumstances, it is decided that out of Rs. 2,216-10-0 being the price of garces 73-26½-3 of grain mentioned by Ramabhadra Raju Garu, at Rs. 30 per garce the sum of Rs. 850 being the value at Rs. 30 per garce, of garces 28-15 of grain spent for 3 years at garces 9-15 per year as stated by the guardian and the sum of Rs 60 being the *cist* due to Sircar for three years at Rs. 220 a year in respect of the seri lands making in all Rs. 1,515-0 0, should be deducted, and the balance of Rs. 701-10-0 and Rs. 100 relating to cash—in all Rs. 801-10-0 be confirmed and the same be divided into four shares.

14. As to property No. 7.—The Vakil for Jogi Raju Garu contends that the guardian is in receipt of an income at the rate of Rs. 500 a year from Mondenkhallu Mutta not included in the "rent" and that the said income should be included in the division. The guardian has stated that the said Mutta was formerly in the enjoyment of *Mokhasadars*, that after their demise, the Court of Wards restored it to the zamindar and entrusted it to him, that he therefore granted it to another person on *mustajari* (lease) and that he has been collecting the amount of the lease every year and remitting it to the Collector's Treasury to the credit of the minor zamindar; he also produced a copy of the Collector's order. The whole of the amount so remitted having been included in Collector's accounts, is ready for division, and it does not therefore seem necessary to make a separate investigation in respect of this matter. The profits acquired by the lessee should go to himself, but they are not liable for division amongst these.

15. As to Inam lands purchased, No. 8. It appears that out of the lands mentioned in No. 8 as having been purchased by the late zamindar in the Taluqs of Merangi, Kurupam and Palakonda, the land called Chinnagreduba *manyam* having been sold in the name of one called Sara Mutiyala Dora, was settled in his name also and was given by him to his sister Dalemma Patta Mahadevi Garu. Therefore, the said *manyam* should remain in her enjoyment during her lifetime and should then be enjoyed by the four people, the minor zamindar and others, in four shares. The guardian states that the Bhimalavalsa *jeroyati*, in Sivvam hamlet are *manyams* relating to new service. Ramabhadra Raju Garu and others have neither contended nor proved that they are old manyams liable for division; therefore it cannot be brought into division and the whole of the other Inam lands should be divided in four shares amongst the four people—the minor zamindar and others.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdar dated 7th October 1874.—*continued.*

16. As to the profits of the lands mentioned in No. 9, the guardian states that the lands in Gadingupuram Palkonda Taluq, Sitharamapuram in Merangi Taluq, Nidigallu Manyam, Panukupolam in China Merangi and Gaddapolam in Alluvada village—all these having been under his control, the profits relating to them for three years were remitted to the Collector's Kutcheri and were included in the account showing the balance and that as the other lands were under the control of the renter Ramabhadra Raju Garu, he is aware what has become of the profits thereof. The Vakil for Ramabhadra Raju Garu states that the profits of the Inam lands in charge of the renter are in the enjoyment of other persons for (rendering) service. No proper evidence has been adduced to show that Ramabhadra Raju Garu is in receipt of the profits of those lands. Nor is it convenient to dispose of the question of profits separately.

17. As to property No. 11—Gardens.—

Of the gardens, only Vakkadumma garden included in the Inam lands of that village, appears to have been purchased and it is disposed of along with that land. All the other gardens seem to be the *jeroyati* gardens attached to the zamindari. As all of them are attached to the zamindari, they shall belong to the zamindar himself and shall not be liable to division. But as Ramabhadra Raju Garu, Somasekhara Raju Garu and Jogi Raju Garu are the paternal uncles of the minor zamindar, he should give each of them a garden to enjoy only the profits (without) a right either to sell or gift away.

18. As to *thirasthu* service lands No. 12.—It appears that these lands in Merangi Taluq were formerly given as *thirasthulu* for service, that for some time they were under their enjoyment, that afterwards when they rebelled, they were restored to *jeroyati*: that thus they have been in the enjoyment of the zamindar for a long time; that while, so, the Inam Commissioner levied quit rent thereon and issued puttas for some of them, that puttas were not issued to others and that quit rent has not been levied on those for which puttas have not been issued. It is therefore decided that the lands belonging to the villages of Surapadoravalsa &c, in respect of which Inam puttas with the right to sell or gift away have been granted in the name of the zamindar, should be taken in four shares by the four *dayadis*—the minor zamindar and others—and that the lands in respect of which no puttas have been granted should continue to be under the control of the zamindar himself under *jeroyati*.

19. The Government bond for (Rs. 15,000) fifteen thousand rupees deposited in Court by the late zamindar as security in the matter of the suit relating to Arnada village should be divided amongst the four persons in four shares when it is received by the zamindar after the suit has been disposed of.

20. As to property No. 13. If the zamindar's paternal uncles live after division in the houses within the compound of the Fort in which the zamindar resides, it will be adverse to the zamindar as they (the paternal uncles will

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

not be his well-wishers. Hence, there will be cause for many quarrels. Moreover, the Fort belongs to the zamindari and is not liable to division. Therefore, the zamindar's Fort, if not the fort, the whole of the site attached to his *Nagiri*, compound and the houses therein should belong to the zamindar as of right. It is not convenient to give shares therein to Ramabhadra Raju Garu and others. As, however, the minor zamindar is now at Vizianagaram and other places for purposes of education, there shall be no objection to Ramabhadra Raju Garu and others living in the said houses till his return. But as soon as notice is given before the minor zamindar's return to Merangi, the whole of the compound including the said houses, &c., should be left in his possession and Ramabhadra Raju Garu, Somasekhara Raju Garu and Jogi Raju Garu should secure other houses either in the same village or in other villages or wherever they like and go there with their families. It is decided that the zamindar should give to each of the three members, proper sites either in the village of Merangi or in any other village which they may choose and Rs. 1,000, one thousand rupees, for the purpose of building separate houses.

The house in which there is a school may remain in the occupation of the school without being divided. All the other houses situate in Vizagapatam, Parvatipur, Merangi and other villages should be taken in four equal shares by the minor zamindar and his paternal uncles Ramabhadra Raju Garu and others and every member shall be entitled to whatever falls to his share. There appears to be no reason for excluding the house at Vizagapatam from the division, but if the minor zamindar finds it necessary to have it for himself, he may take possession of the whole of the house by paying off the price money due to the shares of the remaining three members after deducting his own share.

21. As to property No. 14.—The vakil for Jogi Raju Garu contends that a share should be given in the profits of the villages of Thalladumma and Itika, but the guardian and the Vakil for Ramabhadra Raju Garu state that the said two villages are not included in the *mustajari* and that they are enjoyed by *Mokhasadars*. The profits of all the villages relating to the *mustajari* are included in the shares and have been disposed of in paragraph 9. Those (villages) which do not relate to *mustajari*, but are enjoyed by the *Mokhasadars* cannot be included in this partition whatever may be the profits which they may yield.

22. As to property No. 15.—That is to say—the village of Sikkavaram.—The guardian Ramachendra Patrudu Garu has stated that the late zamindar Jagannadha Raju Garu took back from (him) Ramachendra Patrudu Garu, the Inam land and cash given to the guardian's father by the late Zamindar, that he gave him another one Sikkavaram Agraharam which he had purchased on 10th *Palguna Suddha* of *Prabhava* (4th March 1868) and executed a sale deed and that ever since it has been in his enjoyment. He has also produced the original sale deed executed by the late zamindar and has filed a copy thereof. The Panchayatdars do not at all find it necessary now to set aside the sale deed executed by the owner, the late zamindar, and to include in the division the village in the enjoyment of the guardian. If any of those who now claim shares have cause to

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

complain in regard to same, he may get it settled by a Civil Court, but the Panchayatdars cannot interfere in that matter.

23. As to the Inam No. 8.—Thota Jammaroyadu, the *Mokhasadar* of the village of Alluvada, Kurpam Taluq, attached to the said Inam (sic) has appeared and filed a petition stating that a certain sum of money was received from the late Zamindar on the said village and that a nominal sale deed was executed, but that with reference to the same, certain agreements were entered into between himself and the zamindar and that therefore the said village should not be included in the division. If any private agreement regarding the sale was entered into between the said petitioner and the late zamindar, he should get the matter disposed of by instituting a civil suit; but the Panchayatdars have no authority to set aside the said sale &c., nor do they find it necessary to interfere in this matter and make an investigation.

24. As to the ornaments of the royal family No. 16.—Considering the lists of ornaments filed, it appears that some ought, and some ought not, to be included in the division. Because, it appears that Rs. 3,332½ worth of ornaments are with Dalemma Patta Mahadevi Garu, the Queen consort and Rs. 3,250-4 0 worth of ornaments with Nilamma Patta Mahadevi Garu, but it is not known for certain what were given as gift on the marriage and other occasions and what are being used in common. Even if they are asked, it is not possible to say that they will speak the truth. But, there appears to be no reason why ornaments worth that amount should not be possessed by the Queen consort, *viz.*, Dalemmah Patta Mahadevi Garu, the wife of the late zamindar Jagannadha Raju Garu and Nilamma Patta Mahadevi Garu, the wife of the late zamindar Chendrasekhara Raju and the mother of the minor zamindar. It is therefore decided that the said ornaments, which are stated to have been in the use of both of them, should not be included in the division but should be kept for them alone. If any of these *dayadis* have any dispute regarding them, they may get it settled by a civil suit. There does not appear to be any objection to the wife of Ramabhadra Raju Garu keeping for herself, Rs. 1,186¾ worth of ornaments mentioned in the list as belonging to her and to the dispute if any, regarding the same being settled by a civil suit as foresaid. It is decided that, out of the ornaments entered in the name of the minor zamindar, the necklace of pearls of three strings and the *manikanti* should be reserved to the minor zamindar and that all the rest as also the ornaments entered in the names of Ramabhadra Raju Garu, Somasekhara Raju Garu and Jogi Raju Garu—all these together with such others as may be held jointly should be put together and divided into four shares among the minor zamindar and others so that all the four shares may be equal in value. Moreover, the (precious) stones, gold *bodlupujalu*, *varahalu*, &c., of the value of Rs. 1,248½ which are with Dalemma Patta Mahadevi Garu, should be divided into four equal shares among the four co-parceners, the minor zamindar and others.

25. As to property Nos. 17—18 :—

It is decided that the whole of the silver articles consisting of silver cups and vessels called *chembulu*, *thambalalu*, *thabukulu* and *pellemulu* &c., and the

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

whole of the brass, copper and bell-metal utensils which are with the minor zamindar and with Ramabhadra Raju Garu, Somasekhara Raju Garu and Jogi Raju Garu as also those with Dalemma Patta Mahadevi Garu and with the wife of Ramabhadra Raju Garu and with the guardian should be put together and divided into four shares amongst the minor zamindar, Ramabhadra Raju Garu, Somasekhara Raju Garu and Jogi Raju Garu so that they may be equal in value.

26. As to property No. 19.

The cloths entered in the said number not being divisible, each of them should take the cloths stated to have been in his respective use, as it is not convenient to divide them. Besides these, if there are any held jointly and in the possession of Ramabhadra Raju Garu or the guardian, they should be taken by the four members in four shares.

27. Upon enquiry being made regarding the jewels belonging to the mother of Jogi Raju Garu, mentioned in No. 16, it is learnt from the guardian and others that they were given away as of right to Jogi Raju Garu at the time of marriage and that the girl was sent to her mother-in-law's house with them. But it does not appear that they are either with Delemma Patta Mahadevi Garu or with Ramabhadra Raju Garu.

28. As to property No. 20, costs, mattress, &c.

Property No. 21—Boxes, &c.

Property No. 22—Looking glasses, pictures and shades, &c.

Out of the property mentioned in these three numbers, the Royal bed called *Hamsathulica Parpu* valued at Rs. 300 belonging to the zamindar is excluded from division and is given away to the minor zamindar; the remaining cots, mattresses, carpets, looking glasses, shades, &c., as also the whole of the remaining boxes, small boxes, chairs, &c., remaining after excluding the treasury box, record box and the minor zamindar's office box given away to him out of the boxes, should be divided into four shares amongst the four *dayadis* so that they may be equal in respect of value.

29. As to property No. 23 *viz*—Vehicles. Excluding out of them the elephant, the state horse with the minor zamindar and *shahiman* palanquin together with other marks of title belonging to the Royal Insignia, all other horses, palanquins &c., should be divided into four shares so that they may be equal in respect of value.

30. Property No. 24—tent is excluded.

Property No. 25.—Seri carts, bullocks, he-buffaloes &c.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

Property No. 26.—Cows, she-buffaloes and other cattle. All these should be divided into four shares amongst the four members so that they may be equal in value and eachmember must take whatever may fall to his share. The tent should be kept with the zamindar himself.

31. As to No. 27, muskets, &c.

No. 28.—Books.

Out of the above, the *tharwaru* (sword) called *Pattakhanda* the gun, gilded sword presented to the zamindar by the Sri Sri Sri Maha Rajah should be given away to the minor zamindar; also one-half of the whole of the other *hatiyars* (weapons) such as big rifle musket should be given to the minor zamindar for the protection of the zamindari and the other half should be divided into three shares and Ramabhadra Raju Garu, Somasekhara Raju Garu and Jogi Raju Garu should each of them take a share. Out of the said books, Regulations, Acts, Circular orders and a copy of each of the Law Books which are useful for the *Cutcheri* should be given away to the minor zamindar and all the other books should be divided into four shares so that they may be equal in value.

32. The Vakils for Somasekhara Raju Garu and Jogi Raju Garu state that a remission from the joint estate should be allowed for the marriages of the said Somasekhara Raju and Jogi Raju Garu while the guardian states that a remission from the estate should also be allowed to the minor zamindar on account of his marriage. Since Ramabhadra Raju Garu's marriage was celebrated from out of the ancestral estate it is but reasonable that a certain sum should be allowed for the marriages of these members also under Section 194 of the Hindu Law. It is therefore decided that after paying from the joint estate Rs. 1,500 for the marriage of the minor zamindar, Rs. 1,000 for the marriage of Somasekhara Raju Garu and Rs. 1,000 for the marriage of Jogi Raju Garu—thus after paying Rs. 3,500 for the marriages of the said three members, the rest of the estate shall be divided. But considering that the details regarding the decision of each shown in the above paragraphs will entail an alteration of the account if a deduction is made therefrom, it is decided that out of the bonds relating to the debts due by others, the bonds equivalent to the said amount be separated and given to the three of them and that the remaining bonds be divided into four shares.

33. The Vakil for Jogi Raju Garu contends that Ramabhadra Raju Garu and the guardian concealed, without including in the lists, certain property consisting of gold, silver, brass, cloths &c., besides the above and that Jogi Raju Garu should get a share out of them. But he neither mentions the description of those that are concealed, nor produces any evidence in respect of any one of the articles. If, however, anybody has cancealed anything out of the joint estate and when such thing is discovered and proof or evidence obtained, nothing shall prevent the other members from instituting a civil suit against them for a share out of such property under the Hindu Law and obtaining justice.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

34. The Deputy Tahsildar of Parvatipur who is one of the Panchayatdars informed the other Panchayatdars that the Collector had passed an order that the matter of *thowjie* (allowance) to Dalemma Patta Mahadevi Garu should be considered by the Panchayat and that he passed subsequently another order that it should be charged upon the estate. If the allowance is to be charged upon the estate, the Collector himself is at liberty to do so and the Panchayatdars have not therefore considered the matter.

35. Fakir Raju, the son of the woman kept by the minor zamindar's paternal grandfather, the late Jagannadha Raju Garu, presented a petition through a Vakil stating that he and his younger brother Murti Raju should get a share out of the estate now under division. The four *dayadis* Ramabhadra Raju Garu and others state that they are entitled only to *thowjie* (allowance) but not for a share and that the Collector is paying them maintenance charging the same on the estate. These parties are not included in the agreement of the Panchayat; nor has the Collector made special mention about them. Therefore, there is no necessity for the Panchayat to interfere in that matter.

36. Ramabhadra Raju Garu has merely stated in the course of his argument that Jogi Raju Garu had taken when he was going away, Rs. 11,000 from Rs. 38,000 being the balance after deducting Rs. 15,000 spent away by Ramabhadra Raju Garu and others out of Rs. 53,000 concealed by them; but although issues were framed for proving the same, he failed to adduce any kind of evidence. Moreover, while the keys of the treasure boxes and also the treasure boxes themselves were in the custody of Ramabhadra Raju Garu and while they were being guarded, it is quite inconsistent to say that Jogi Raju Garu had taken out Rs. 11,000 therefrom and went away. Therefore, the Panchayatdars do not admit that statement.

37. Jogi Raju Garu states that certain ornaments and brass utensils belonging to him were left with Ramabhadra Raju Garu and that he (Ramabhadra Raju Garu) should be ordered to deliver them to him. Ramabhadra Raju states that only the utensils are with him and that Jogi Raju Garu took away all the jewels. No evidence has been produced by Jogi Raju Garu to prove that the ornaments are with Ramabhadra Raju Garu, nor has Ramabhadra Raju Garu produced any to prove that Jogi Raju Garu had taken them all. The brass utensils admitted by Ramabhadra Raju Garu should be included and division should be effected. As regards ornaments and as regards Jogi Raju Garu's statement that out of Rs. 50 due to his share in the amount of Rs. 150 paid every month by the Collector for the maintenance of their family, Ramabhadra Raju Garu was paying him only Rs. 5 and that he did not pay the balance of Rs. 45, a civil suit may be instituted if evidence is available and justice may be obtained.

38. Some time after the *amal* (management) in fusli 1279, the Zamindar Chandrasekhara Raju Garu died. Afterwards, the *amal* (management) of the rent was for some time in the hands of the guardian and for some time in the hands of Ramabhadra Raju Garu, but as neither of them has produced pro-

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

per accounts in respect thereof, it is not convenient for the Panchayatdars to do anything in the matter.

39. The dispute between the minor zamindar and Ramabhadra Raju Garu and others regarding the *dayam* (inheritance) having been closed and settled with the close of fusli 1282, the minor zamindar shall be entitled to the whole of the income which the taluq may yield from fusli 1283, but Ramabhadra Raju Garu, and others shall not henceforth claim shares in them.

40. In conclusion, it is decided that all the foregoing provisions be carried into effect.

Dated 30*th December* 1873.

(Signed) Nissankulu, Zamindar of Sungamvalsa and President of Merangi, Panchayatdar.

(„) B. Narayana Row,

Panchayat.

(„) Gundumalla Vencata Rangayya, pensioned Sheristadar and Panchayatdar.

I have seen the record of proceedings which took place during my absence and I concur with the three persons who affixed their signatures to this award.

4*th January* 1874.

(Signed) P. Kanaka Raju, Panchayatdar.

I also concur in this award.

7*th January* 1874.

(Signed) Belgaum Surayya, Panchayatdar.

In regard to the undermentioned matters of this award, an enquiry will again be made and decision passed in accordance with the orders of the Collector.

PRESENT:—

1. Sri Rajah Mrutyun Jaya Nissanku Bahadur, Zamindar of Sangamvalsa. } *President.*
2. Birakoyala Narrain Row Puntulu Garu.
3. Pasumarti Kanaka Raju Garu. } *Members of the Panchayat.*
4. Belgaum Surayya Patnaikulu Garu.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

The fifth member of the Panchayat, Gundavalla Venkata Rangayya Pantulu Garu, has not attended the meeting in accordance with the notice.

2. As the date, 9th instant, fixed by the Collector for the completion of the re-enquiry and for the submission of the report has fast approached and as there is no time to wait further, the President decided to convene a meeting with the three Panchayatdars who are present, enquire into the matter and decide it. Of the coparceners, Sri Setrucherla Ramabhadra Raju Bahadur Garu and the minor zamindar's guardian have attended the meeting in accordance with the notices. As regards others, the Deputy Tahsildar of Parvatipur Taluq has delivered to the Panchayatdars a letter addressed to him by Sri Somasekhara Raju Bahadur Garu and Jogi Raju Garu stating that they have resolved that the property belonging to their share should be delivered to their eldest brother Sri Setrucherla Ramabhadra Raju Garu on their behalf, that he shall keep in his possession alone and manage the same for 12 years, that they all three shall thereafter examine the profit and loss and take the share of each from Ramabhadra Raju Bahadur Garu himself, that then all the three had thus entered into a written *samakhya* (argeement) to that effect and that the property falling to the shares of them both should accordingly be delivered to Ramabhadra Raju Garu alone. Sri Ramabhadra Raju Garu having at the meeting of the Panchayat admitted the genuineness of the said letter and having accordingly undertaken to take delivery of the property belonging to the shares of them both, gave his consent in writing at the foot of the said letter and delivered it; and it is therefore decided by the Panchayatdars that the property relating to the two shares belonging to Sri Somasekhara Raju Garu and Jogi Raju Garu respectively be, as desired by them, made over to Sri Ramabhadra Raju Garu.

3. In regard to the points referred by the Collector for re-investigation, the Collector's opinion to the effect that time allowed to the parties by the Panchayatdars in the former decision for having recourse to Civil Court in the matter of time-barred bonds became useless, being correct, the Panchayatdars also now hold the same opinion; and it is resolved that the division list already prepared and in which the amount of the various bonds was divided into four shares be reversed under the orders of the Collector and that a fresh list be prepared by dividing the bonds themselves separately so as to make the value of the shares due to the respective shares equal in respect of each of the various bonds.

4. As regards grain, the Collector, while he was of opinion that time should have been allowed to Sri Ramabhadra Raju Garu for giving an account of what was spent, doubted whether he is liable to make good the deficiency found simply because he was the head of the family and directed that the said matter be reconsidered. Ramabhadra Raju Garu was allowed necessary time for giving an account accordingly both at the former enquiry and again on the present occasion, but he has neither furnished account as aforesaid nor has he produced proper evidence to show that the whole of it was really spent for the maintenance of the family. It has been found in the former enquiry that he, as head of the family, took possession of it and spent some grain from time to time for the

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

maintenance of the family. It appeared that garces 73-29-15 of grain shown in the accounts as the balance at the death of the late zamindar was from that time in the possession of Ramabhadra Raju Garu himself and that he alone was incurring the necessary expenditure; and although he did not render an account of the grain spent, 36 garces of grain which is usually necessary for the use of the family annually, is deducted and Ramabhadra Raju Garu is made liable for the remaining garces 37-29-15 of grain. Ramabhadra Raju Garu having failed to prove that it was spent only on account of the family, it is to be considered that it was embezzled by him. The Panchayatdars are therefore of opinion that it is but reasonable that, in order to include the remaining grain in the share of all the coparceners, he should make good the same and that there exists no grounds for altering the decision formerly passed by them regarding this matter.

5. The burden of adducing proof in the matter of repairs to water-courses having rested on Sri Setrucherla Ramabhadra Raju Bahadur Garu alone and although a good deal of time was allowed for it at the former enquiry, he neglected to do so. The Panchayatdars therefore did not find it necessary to allow him at that time any remission therefor. Sri Ramabhadra Raju Garu filed a list in the present re-investigation showing that subsequent to his former *mustajari* (contract) repairs to water-courses amounting to Rs. 3,338-4-0 were made by him in fuslis 1280-81-82. The details which ought to be found therein have not been fully stated. Only the amount in respect of the repairs of each of the water-courses said to have been repaired is entered. Under the cowls and agreements of the *mustajari* of the Taluq formerly granted to him he himself is liable to get all such repairs done at his own cost, but there was no condition to allow a remission of such sums separately on that account. Still as the other parties have not objected to the list now filed, the Panchayatdars do not entertain any doubt as to the truth of the said list. But whether it is reasonable to deduct Rs. 3,338-4-0 the amount of the said repairs from the joint property of all the coparceners is the only question which has to be considered. There was a condition in the cowl and agreements of the former *mustajari* enabling Sri Ramabhadra Raju Garu to levy a reasonable cist on the lands irrigated by such water-courses as were repaired by him at his own cost. It is stated by the guardian that according to that condition he has increased the cists also for the repairs done by him. It has been already decided that the *dayam* consisting of the whole of the profits of the *mustajari* including the aforesaid profit should be divided equally among all the co-parceners. Therefore, the opinion now arrived at is that while (they) get such profits, it is reasonable that all the co-parceners should be made equally liable also for the costs in respect thereof.

6. Further, the report addressed to the Collector on the 15th January 1874, regarding the division in the presence of the Collector of Rs. 22,283-3-2 in cash and Rs. 70,500 in bonds, in all Rs. 92,783-3-2 remaining in the Collector's Treasury at the end of fusli 1282, is now amended and a fresh list in accordance with this decision is attached hereto. It is therefore resolved by the Panchayat-

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

dars that the division of the said remaining sum be effected by the Collector in accordance with the said list.

Dated 7th October 1874.

(Signed) Sri Nissankulu, Zamindar of Sungamvalsa and President of Merangi Panchayat.

(„) P. Kanaka Raju, Panchayatdar.

(„) Belgaum Surayya, do.

(„) B. Narain Row, do.

In accordance with the award passed by the Panchayat in the matter of *Dhayabhagam* (inheritance) between the minor zamindar of Merangi and his paternal uncles, it is decided that the cash Rs. 22,283-3-2 and the Government bonds amounting to Rs. 70,500, in all Rs. 92,783 3-2, being the balance standing in the Collector's Huzur Treasury till the end of fusli 1282, should be divided into 4 shares at Rs. 23,195-12-9 for each share; therefore the said amount will be distributed by the Collector among the respective coparceners according to the following allotments, *viz.*:—

Rs.	A.	P.	Rs.	A.	P.	
39,684	13	8				To the minor zamindar.
			23,195	12	9	Due to his share from the said amount.
			13,250	0	0	Being his share deducted from the shares of Ramabhadra Raju Garu and Somasekhara Raju Garu out of Rs. 53,000 taken by them from the Treasury as stated in paragraph 6 of the award.
			277	8	0	Deducted from the share of Ramabhadra Raju Garu out of Rs. 1,110, being the value of grain remaining as per paragraph 8 of the award.
			2,845	11	4	Deducted from the share of Ramabhadra Raju Garu out of Rs. 11,382-13-3, being income relating to rent as per paragraph 9 of the award.
			750	0	0	Deducted from the share of Ramabhadra Raju Garu, being profit relating to Seri villages as per paragraph 12 of the award.

RECORD.

PART I.

In the District Court of Vizagapatam,

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

Rs. A. P.	Rs. A. P.	
	260 6 6	Amount deducted from Ramabhadra Raju Garu's share in the value of the grain relating to Seri land as per paragraph 13 of the award and added to this share.
	40,519 6 8	(*sic*).
Out of it.		
Deduct.	834 9 0	Due to this share, besides the ¼th share deducted from this share to meet the sum of Rs. 3,338-4-0, being remission granted to Sri Ramabhadra Raju Garu for repairs to water-courses in accordance with paragraph 5 of the award passed on re-investigation.
	39,684 13 8	
39,684 13 8		Due to Sri Jogi Raju Garu.
	23,195 12 10	Due to his share from the said sum.
	13,250 0 0	Deducted from the shares of Ramabhadra Raju Garu and Somasekhara Raju Garu out of Rs. 53,000 taken by them from the Treasury as per paragraph 6 of the award.
	277 8 0	Deducted from the share of Ramabhadra Raju Garu out of Rs. 1,110, being the value of the balance of grain as per paragraph 8 of the award.
	2,845 11 4	Deducted from the share of Ramabhadra Raju Garu out of Rs. 11,382-13-3, being income relating to rent, as per paragraph 9 of the award.
	750 0 0	Deducted from the share of Ramabhadra Raju Garu in the profit relating to Seri villages as per paragraph 12 of the award.
	200 6 6	Deducted from the share of Ramabhadra Raju Garu in the value of the grain relating to the Seri lands and added to this share as per paragraph 13 of the award.
40,519 6 8		

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

Rs. A. P.	Rs. A. P.	
Out of it,		
Deduct	384 9 0	Deduct from this share to meet the amount of remission granted to Ramabhadra Raju Garu on account of repairs to water-courses as per paragraph 5 of the award on re-investigation.
	39,684 13 8	The amount due.
13,184 13 7		To Sri Somasekhara Raju Garu.
	23,195 12 9	Being his share due out of the said account.
	277 8 0	Deducted from the share of Ramabhadra Raju Garu out of Rs. 1,110, being the value of the balance of grain and added to this share as per paragraph 8 of the award.
	2,845 11 4	Deducted from the share of Ramabhadra Raju Garu out of the rental of Rs. 11,382-13-3 and added to this share as per paragraph 9 of the award.
	750 0 0	Deducted from the share of Ramabhadra Raju Garu, being remission due to this share out of Rs. 3,000 relating to the profits of Seri villages, as per paragraph 12 of the award.
	200 6 6	Deducted from the share of Ramabhadra Raju Garu's share out of the value of the grain relating to the Seri lands and added to this share as per paragraph 13 of the award.
	27,269 6 7	From this,
Deduct	14,084 9 0	
	13,250 0 0	Deducted from this share and included in the share of the minor as per paragraph 6 of the award.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

Rs. A. P.	Rs. A. P.	Rs. A. P.	
		834 9 0	Deducted from this share towards the remission to Ramabhadra Raju Garu on account of the improvements made to water-courses as per paragraph 5 of the decision on re-investigation.
	13,184 13 7	14,084 9 0	
228 10 3			To Sri Ramabhadra Raju Bahadur Garu.
	23,195 12 9		Share due to him out of the said sum.
	2,503 11 0		Relating to the remission allowed by the other three coparceners besides his share towards Rs. 3,338-4-0, being the remission allowed to Ramabhadra Raju Garu on account of repairs to water-courses as per paragraph 5 of the decision on re-investigation.
	25,699 7 9		From this total,
Deduct	25,470 13 6		
		13,250 0 0	Deducted on account of the share due to Jogi Raju Garu out of Rs. 53,000 taken as per paragraph 6 of the award.
		832 8 0	Deducted on account of three shares out of Rs. 1,110, being the value of the balance of grain as per paragraph 8 of the decision.
		8,537 2 0	Deducted for the purposes of allowing remission to the three shares on account of the rents as per paragraph 9 of the award.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*continued.*

Rs. A. P.	Rs. A. P.	
	2,250 0 0	Deducted for the purpose of allowing remission to the three coparceners in respect of income relating to Seri villages as per paragraph 12 of the award.
	601 3 6	Deducted for the purpose of paying the three coparceners in respect of the value of the Seri grain as per paragraph 13 of the award.
	25,470 13 6	Being deducted
Balance	228 10 3	
783 3 2		

(Signed) Sri Nissankulu,

(Paper torn).

(„) B. Narayana Row.
(„) P. Kanaka Raju.
(„) Belgaum Suraya.
} *Panchayatdars.*

(True copy)

(Signed) J. Atchiah,
Sheristadar.

Admitted by Defendant's Vakil Mr. Sice.

(Signed) E. C. J. THOMAS,
District Judge.

VIZAGAPATAM DISTRICT COURT.

Original Suit Nos. 12 *&* 13 *of* 1874.

(Torn) ... ... *Plaintiff.*

versus

Setrucherla Jagga Raju Bahadur Garu ... ... *Defendant.*

Produced by the Defendant *(torn)* at his examination on 18th November 1875.

Filed on the same date as Plaintiff's Exhibit.

(Signed) E. C. J. THOMAS,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 20. Plaintiff's Exhibit E. Award of the Panchayatdars, dated 7th October 1874.—*concluded.*

No. 21. Plaintiff's Exhibit F. Copy of Receipt by 1st Defendant to Collector, dated 27th November 1875.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—3—89 by 1st Defendant's pleader and filed on 16—9—92 as Exhibit E. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 21.

Plaintiff's Exhibit F.

Receipt, 1*st Defendant to Collector for cash on account of himself and his two brothers.*

Receipt granted by Sri Setrucherla Ramabhadra Raju Bahadur Garu, to the Collector of Vizagapatam, Agent to the Court of Wards and guardian to the minor Zamindar of Merangi.

As I have obtained a Power of Attorney for taking delivery of the shares due to my younger brothers Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu in accordance with the award passed by the *Panchayatdars* in the dispute in respect of *dayabhagam* (partition) which took place between me, my younger brothers the said Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu and the minor Zamindar of Merangi, you have this day delivered to me the following:—

Rs.	A.	P.	
5,082	8	11	Relating to my share of cash, Government bonds, &c.
11,626	12	0	Relating to Sri Somasekhara Raju Bahadur Garu's share of cash and Government bonds.
38,624	2	5	Relating to Sri Jogi Raju Bahadur Garu's share of cash and Government bonds.
55,333	2	4	

We have received a total of fifty-five thousand three hundred and thirty-three rupees, two annas and four pies.

VIZAGAPATAM, 27*th November* 1875. (Signed) Sri Setrucherla Ramabhadra Raju Bahadur, Renter of Merangi Zamindari.

Deputy Registrar.

RECORD

PART I.

In the District Court of Vizagapatam.

No. 21. Copy of Receipt by 1st Defendant to Collector, dated 27th November 1875.—*concluded.*

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu who has obtained a *Muktyarnama* from Sri Somasekhara RajuBahadur Garu, and Sri Jogi Raju Bahadur Garu.

Paid in my presence.

27—11—75. (Signed) H. Goodrich.

(Signed) H. Vencataratnam,
Deputy Collector.

(True copy.)

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 22—12—88 by Plaintiff and filed on 16—9—92 as Exhibit F. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 22.

No. 22. Plaintiff's Exhibit G. Copy of receipt, dated 30th November 1875.

Plaintiff's Exhibit G.

Receipt, 1*st Defendant to Collector for bonds received on account of himself and his two brothers.*

Receipt granted by Sri Setrucherla Ramabhadra Raju Bahadur Garu to the Collector of Vizagapatam District, Agent to the Court of Wards and guardian to the minor zamindar of Merangi.

As I have obtained a Power of Attorney to take delivery of the shares due to my younger brothers, Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu, in accordance with the award passed by the *Panchayatdars* in the dispute in respect of *dayabhagam* (partition) which took place between me, my younger brothers, the said Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu, and the minor zamindar of Merangi, you have this day delivered to me the undermentioned debt bonds due to me and my younger brothers as per lists marked in accordance with the shares allotted by the Panchayatdars for me and for my said younger brothers, and I have therefore received them.

39 ... Documents which you delivered in respect of the amount Rs. 29,776-13-5 that fell to my share;

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 22. Plaintiff's Exhibit G. Copy of receipt, dated 30th November 1875.—*continued.*

26 ... Documents relating to 25 individuals.

13 ... Vakalatnamahs and motions relating to 12 persons in respect of documents given to Vakils on account of suits.

39

23 ... Documents of the amount of Rs. 29,356-2-8 which fell as aforesaid to the share of my younger brother Sri Somasekhara Raju Bahadur Garu.

14 ... Documents relating to 13 individuals.

9 ... Vakalatnamahs and motions relating to 9 individuals in respect of documents given to Vakils.

23

38 ... Documents in respect of the amount of Rs. 30,596-5-2 which fell, as aforesaid, to the share of my younger brother Sri Jogi Raju Bahadur Garu.

21 ... Documents relating to 19 individuals.

17 ... Vakalats and motions relating to documents given to Vakils for suits against 16 individuals.

38

100 ... In accordance with the lists 1, 3 and 4 given along with the documents as aforesaid.

30*th November* 1875.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu, Renter of Merangi zamindari.

Witnesses hereof:—

(Signed) Nissankuni Ramachendrunipatrulu, Guardian.

(„) Achanta Ganga Raju.

Written by Belgaum Adinarayana.

(Initialled) H. G.

(True copy).

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 22. Plaintiff's Exhibit G. &c.—*concluded.*

No. 23. Plaintiff's Exhibit H. Copy of letter, 2nd December 1875.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 22—12—1888 by Plaintiff and filed on 16—9—92 as Exhibit G. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 23.

1591 *Plaintiff's Exhibit H.*

Letter, Collector to 1*st Defendant.*

To Sri Setrucherla Ramabhadra Raju Bahadur Garu, Renter of Merangi Zamindari.

The cash, Government bonds, debt bonds due to you and to your younger brothers in accordance with the award passed by the Panchayatdars in respect of the settlement of *dayabhagam* (partition) which took place between you and your younger brothers Somasekhara Raju Bahadur Garu and Jogi Raju Bahadur Garu, and the minor zamindar have been delivered to you. As soon as the Rs. 15,000 worth of Government bonds now in the Civil Court have been received, the shares due to you and to your younger brothers in the amount that may remain after deducting the expenses that may be incurred on that account, will be delivered to you in accordance with paragraph 19 of the Panchayat award. Moreover, according to paragraph 32 of the Panchayat award, the amount of two thousand rupees fixed by the Panchayatdars on account of the marriages of your younger brothers will be paid to you as soon as the account relating to the documents set apart without being included in the shares is realised. The Deputy Tahsildar of Parvatipur has been addressed for the purpose of dividing and delivering to you, according to shares, all the lands, houses, utensils, gold, silver, &c., belonging to the share of yourself and your younger brothers. You are therefore informed of same.

OFFICE OF THE COLLECTOR OF VIZAGAPATAM DISTRICT.

CAMP VIZAGAPATAM, 2*nd December* 1875.

Merangi Renter—Informing him that his and his brothers' shares of ready money, Government bonds and bonded debts have been made over to him as per decision of the Panchayat, that the shares of himself and his brothers in the Government bond now in the District Court will be given to him when the bond is returned from the Court; that the shares of his brothers in the document set apart for the marriages will be given when the money of the bond is recovered,

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 23. Plaintiff's Exhibit H. Office copy of letter, 2nd December 1875.—*concluded.*

and that the Deputy Tahsildar of Parvatipur has been directed to give him the shares of himself and his brothers in lands, houses, utensils, gold and silver, &c.

(Stamped) H. GOODRICH,
Acting Collector.

(True copy).

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 22—12—88 by Plaintiff and filed on 16—9—92 as Exhibit H. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 24.

No. 24. Plaintiff's Exhibit J. Copy of letter, 10th February 1876

No. 181. *Plaintiff's Exhibit J.*

Letter, Collector to 1*st Defendant.*

To Sri Setrucherla Ramabhadra Raju Bahadur Garu, Renter of Merangi Zamindari.

You are requested to recover as per list, according to individuals which would be given by the guardian, Rs. 660-14-11, being the arrears relating to the cist for the past fuslis in respect of Inam lands which fell to the shares of yourself and your younger brothers in accordance with the award passed by the Panchayatdars in the dispute in respect of *Dayabhagam* between yourself and the minor zamindar.

OFFICE OF THE COLLECTOR OF VIZAGAPATAM DISTRICT.

CAMP VIZAGAPATAM, 10*th February* 1876.

Merangi Renter—Requesting him to collect himself Rs. 660-14-11, being the amount of arrears due on the Inam lands awarded to him and his brothers by the Panchayat.

(Seal of) N. A. ROUPELL,
Assistant Collector for Collector.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 24. Plaintiff's Exhibit J. Office copy of letter, 10th February 1876.—*concluded.*

No. 25. Plaintiff's Exhibit K. Letter, 8th June 1876.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 13—9—92 by Collector's Clerk and filed on 16—9—92 as Exhibit J. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 25.

Plaintiff's Exhibit K.

No. 1964. *Letter* 1*st Defendant to Collector.*

TO THE COLLECTOR OF VIZAGAPATAM DISTRICT.

Afterwards.—Your letter No. 727, dated 1st instant, has been received and the contents learnt. The statement that Merangi zamindari was given to me alone for rent, is a fact; but we three brothers have re-united the properties which fell to our shares and entered into an agreement with certain conditions. As the lands which fell to my share and to those of my brothers are sufficient for the security of the rent, we three are ready to give, in writing, those properties as security. While we three brothers are possessed of property sufficient for the security, there appears to be no reason why others should be asked to give security. It is all the same whether one security bond is obtained from us three or whether separate ones are obtained. Therefore, you are hereby informed that, if you would write your opinion in regard to this matter, a draft copy of the security bond will be prepared and sent to you as soon as the Tahsildar puts us in possession of the lands.

8*th June* 1876.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu, Renter of Merangi Zamindari.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 13—9—92 by Collector's Clerk, and filed on 16—9—92 as Exhibit K. Proved.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatama.

No. 26. Plaintiff's Exhibit L. Letter, 3rd October 1876.

No. 26.

No. 3458. *Plaintiff's Exhibit L.*

Letter, 1st Defendant to Collector.

To

THE COLLECTOR OF VIZAGAPATAM DISTRICT.

Afterwards.—I have informed you by means of letter, dated 10th ultimo, stating, among other things, that the pattas relating to the lands and also the gardens which fell to the shares of myself and my two younger brothers have not as yet been put in our possession and that they should be put in (our possession). No reply has been sent thereto, nor have pattas, &c., been put into our possession as aforesaid. I therefore request that you will be pleased to make arrangements for the delivery of possession as soon as this letter is received.

3*rd October* 1876.

(Signed) Sir Setrucherla Ramabhadra Raju Bahadur Garu, Renter of Merangi Zamindari.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 13—9—92 by Collector's Clerk and filed on 16—9—92 as Exhibit L. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 27. Plaintiff's Exhibit M. Letter, 7th April 1878.

No. 27.

No. 1347. *Plaintiff's Exhibit M.*

Letter, 1st Defendant to Collector.

To

THE COLLECTOR OF VIZAGAPATAM DISTRICT.

Afterwards.—Your letter of 7th February last has been received. The income relating to *Fysala* lands which fell to my share and to the shares of my brothers according to the Panchayat award and which are included in my rental is mentioned below. In the matter of the income of the said lands, order No. 1634, dated 13th October 1877, was issued to the guardian and explanation obtained. As you have obtained this explanation, we have not already addressed you about this matter separately. We hereby inform you that Rs. 960 due to us for fuslis 1285-86 at Rs. 480 a year should be paid to us.

Deputy Registrar.

Rs.	A.	P.	
150	0	0	Cist in respect of Gaddai Tiruvada Manyam.
80	0	0	Cist of Rajayyapeta Manyam.
110	0	0	Cist of Gangammapeta Manyam.
80	0	0	Cist of Kannappathoravalsa Manyam.
60	0	0	Cist of Surappathoravalsa Manyam.
480	0	0	Four hundred and eighty Rupees.

7th April 1878.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur, Renter of Merangi Zamindari.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 27. Plaintiff's Exhibit M. Letter, 7th April 1878. —*concluded.*

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 16—9—92 by Collector's Clerk, and filed on 16—9—92 as Exhibit M. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 28.

No. 2060. *Plaintiff's Exhibit N.*

Letter, 1st Defendant to Collector.

To

THE COLLECTOR OF VIZAGAPATAM DISTRICT.

Afterwards—A letter was addressed to you on 2nd December 1877, stating, among other things, that the documents, the principal and interest of which amount to Rs. 2,037 and which are included in the accounts sent from your office in respect of the properties to be divided by the Panchayatdars who had effected division of the Merangi zamindari, have not, by a mistake, been included in the division, that therefore the said documents remained with the guardian in *anamat* (suspense) and that a division should be effected in respect of it and enclosing therein list, according to individuals, showing the particulars of the said documents, but you have not as yet settled that matter. A long time has

No. 28. Plaintiff's Exhibit N. Letter, 30th May 1878.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 28. Plaintiff's Exhibit N. Letter, 30th May 1878. —*concluded.*

already elapsed, and I therefore request you to deliver to me the three shares of the documents due to me and my brothers in the said amount.

30*th May* 1878.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur,
Renter of Merangi Zamindari.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 13—9—92 by Collector's Clerk, and filed on 17—9—92 as Exhibit N. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 29. Plaintiff's Exhibit O. Copy of Deposition by 1st Defendant in O. S. Nos. 76 to 80 of 1882 on the file of the Parvatipur District Munsif's Court, dated 24th January 1890.

No. 29.

Plaintiff's Exhibit O.

Copy of deposition by 1st Defendant in a suit on the file of the District Munsif's Court of Parvatipur.

R. Nos. 76—77—78—79 *and* 80 *of* 1882.

3rd Defendant's 3rd Witness Sri Raja Setrucherla Ramabhadra Raju Bahadur Garu.

Father's name	...	...	...	Sri Jagannadha Raju Bahadur Garu.
Caste	...	...	...	Kshatrya.
Occupation	...	...	...	Zamindar.
Age	...	...	...	40 years.
Residence	...	...	...	Merangi.

Solemnly affirmed.

Questions by 3rd Defendant's Pleader.

I have Inam lands in the village of Alluvada, Puthikavalsa and Thodumu. My younger brother Somasekhara Raju Garu has only at Alluvada. We paid the quit-rent and land-cess of the said villages to 3rd Defendant from fusli 1285 up to fusli 1290. Our gumastah, Plaintiff's 1st witness, obtained receipts and gave them to us. It is written in the receipts that our gumastah had paid on my behalf and on behalf of my younger brothers. The 3rd Defendant brought suit No. 189 of 1882 against us in respect of fuslis 1288, 89 and 90. I do not

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 29. Plaintiff's Exhibit O. Copy of Deposition by 1st Defendant in O. S. Nos. 76 to 80 of 1882 on the file of the Parvatipur District Munsif's Court, dated 24th January 1890.—*continued.*

remember what our contention therein was. I remember there was another suit in respect of this quit-rent. I do not remember the year and the number. That suit went up to the High Court. I do not remember what the contention therein was. I do not remember whether or not there was another suit in regard to this matter. At that time suits were brought. I do not know what they were about. I have seen letter Exhibit I now shown to me. It was written by me alone. We had paid on the first occasion, the quit-rent and land-cess for two or three fuslis together. We paid prior to the suits. That is, prior to suits of 1882. We then sent receipts to our Pleader Vallabha Josyula Lukshimi Narasimham Garu. The said receipts were not returned to us. There are no separate chittas for the same.

Questions by 1st and 2nd Defendants' Pleader.

The Inams are under me and under Soma Raju Garu. Prior to October 1888, the quit-rent and land cess for our Inams have not been paid to Government separately. Even in 1879, the Collector caused our properties to be attached for quit-rent and then released them. The reason is not known. We paid quit-rent and land-cess to 3rd Defendant previously to 1880. Our gumastah paid it. That amount was debited in the chittas.

Questions by Plaintiff's Pleader.—

The said Inams came to our possession in 1875 (Fusli 1285). Before this the Inams at Alluvada, Puthikavalsa and Thodumu, did not come into our possession; nor had we any right. I and my younger brother acquired a right in Alluvada in Fusli 1285 (1875). I purchased the lands in the villages of Puthikavalsa and Thodumu in 1875. I have seen the notices given to me by the Deputy Tahsildar of Parvatipur. We paid money in respect of attachment referred to therein. Our suits relate only to the said attachment. I have seen the Collector's order now shown to me. This is what was written to us by the Collector. I have seen the letter written by the Deputy Tahsildar of Parvatipur. This is what was written by him. I sent a reply to it.

Re-examined by 3rd Defendant's Pleader.—After paying the amount relating to the attachment we did not write to the Collector stating that we had paid the money to the 3rd Defendant. I remember having written a letter to the Collector when the former demand was received. I do not remember what we wrote.

By Court.—I have seen the letter Exhibit 2 now shown to me. It was written by myself.

I have heard and it is correct.

(Signed) Setrucherla Ramabhadra Raju Bahadur Garu.

Solemnly affirmed before me in open Court, this 24th day of January 1890.

(Signed) B. RAJALINGAM,
Ag. District Munsif.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 29. Plaintiff's Exhibit O. &c.— *concluded.*

No. 30. Plaintiff's Exhibit P. Copy of written statement, dated 27th January 1882.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 17—9—92 by Plaintiff's Pleader and filed on 17—9—92 as Exhibit O. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 30.

Plaintiff's Exhibit P.

Copy of written statement filed by the present 1*st Defendant in O. S. No.* 37 *of* 1882 *on the file of the District Munsif's Court of Parvatipur.*

IN THE DISTRICT MUNSIF'S COURT OF PARVATIPUR.

O. S. No. 37 *of* 1882.

Sri Raja Vyricherla Suryanarayana Raju Bahadur Garu ... *Plaintiff.*

versus

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu and others ... ... *Defendants.*

Written statement filed by 1st Defendant under Section 110 of the Civil Procedure Code.

1. The allegations in the plaint are not true.

2. No kind of contract was entered into in writing for the payment by 1st Defendant to Plaintiff of the quit-rent and land-cess for lands which 1st Defendant and others hold in Alluvada village ; nor is it customary to pay them.

3. Plaintiff is a Commissioner inasmuch as he has settled the conditions to the effect that he should collect the quit-rent and land-less due to Government on the *Inam Fysala* lands in Kurpam Taluq in each year at the close of that year, that he should receive a commission at 10 per cent. on the amount so collected and that he should submit to Government an account of collections and arrears relating to *dowl* at the close of that year.

4. While the Plaintiff is a Commissioner as stated in the aforesaid paragraph, he is not entitled to bring this suit without getting the right to collect the quit-rent and land-cess established.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 30. Plaintiff's Exhibit P. Copy of written statement, dated 27th January 1882.— *concluded.*

5. Interest should not be charged in the absence of any kind of agreement to that effect.

6. While in the matter of collecting quit-rent and land-cess it is usual everywhere to pay them on 7th *Sravana Suddha* after the commencement of each fusli, Plaintiff has stated in the plaint that the custom is to pay at the close of every fusli, in order to save it from the question of limitation. It is not proper to state so. The amount for Fusli 1288 relating to Plaintiff's suit and due on 1st July 1878 is clearly barred by time.

7. The 1st Defendant does not consider it necessary to meet the rest of the Plaintiff's story, but he does not admit them.

8. The 1st Defendant therefore prays that the suit may be dismissed and that Plaintiff be directed to pay costs with interest.

27*th January* 1882.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) V. Lakshminarasimhulu,
Pleader.

(Here enter verification.)

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

Filed 27th January 1882.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 17—9—92 by Plaintiff's Pleader and filed on 17—9—92 as Exhibit P. Proved.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 31. Plaintiff's Exhibit P1. Copy of Plaint, dated 14th January 1882.

No. 31.

Plaintiff's Exhibit P1.

Copy of Plaint in O. S. No. 37 of 1882 on the file of the District Munsif's Court of Parvatipur.

IN THE DISTRICT MUNSIF'S COURT OF PARVATIPUR.

Original Suit No. 37 of 1882.

Sri Rajah Vyricherla Surayanarayana Raju Bahadur Garu, Zamindar of Kurpam, residing at Suryanarayanarajapuram near Kurpam ... ... *Plaintiff.*

versus

1. Sri Raja Setrucherla Ramabhadra Raju Bahadur Garu.
2. Do. SomasekharaRaju Bahadur Garu.
3. Do. Jogi Raju Bahadur Garu, Inamdars of Merangi

} *Defendants.*

Plaintiff states as follows under Sections 48—50 of the Civil Procedure Code.

1. All the villages of Alluvada attached to Plaintiff's zamindari 'is a Mokhasa estate.'

2. It is customary with the ryots who are enjoying the lands of the said village, to pay to Plaintiff in respect of that village, a quit-rent of Rs. 484-4-0 and a land-cess of Rs. 61-0-0, in all Rs. 545-4-0 at the close of each fusli, that is at the close of June of each year.

3. The said Defendants and Sri Rajah Setrucherla Jagannadha Raju Bahadur, minor Zamindar of Merangi are enjoying in that village lands paying a cist of Rs. 462-2-0 according to Inam *Fysala* rate, land-cess of Rs. 28-13-0 and a quit-rent of Rs. 231-3-0.

4. As the said Defendants and the minor zamindar of Merangi have effected division in respect of *dayam* in the month of October 1874, by means of a Panchayat, and have arranged to enjoy the lands of the said village in four shares, the Court of Wards on behalf of the said minor Zamindar of Merangi have been paying to Plaintiff, in each fusli, Rs. 57-12-9 for quit-rent and Rs. 7-3-3 for land-cess, due in respect of lands which fell to his share and which bears a cist of Rs. 115-8-6 according to Inam *Fysala* rate.

5. Subsequent to the said partition, the Defendants having become reunited and having placed the lands paying a cist of Rs. 346-9-6 according to Inam

Deputy Registrar.

RECORD

PART I.

In the District Court of Vizagapatam.

No. 31. Plaintiff's Exhibit P1. Copy of Plaint, dated 14th January 1882.—*continued*

Fysala rate, a quit-rent of Rs. 173-6-3 and a land-cess of Rs. 21-9-9, in the possession of 1st Defendant, continue to enjoy the same.

6. While the quit-rent and land-cess in respect of the said land for fuslis 1288-89 and 90 ending with the close of the month of June of the years 1879-1880 and 1881 respectively, should be paid to Plaintiff, the Defendants did not pay anything at all. This suit is brought charging interest at Re. 1 per cent. per mensem according to the Taluq custom.

7. A separate suit has been brought in respect of the quit-rent and land-cess of the lands which were purchased separately by the 1st Defendant and which are under his enjoyment without having anything to do with the other Defendants who are brothers.

8. The cause of action for this arose at Suryanarayanarajapuram on 30th June 1879, on 30th June 1880 and on 30th June 1881.

9. The Plaintiff therefore prays that a decree may be passed directing the Defendants to pay Plaintiff the following in respect of the lands in the possession of Defendants in the "estate Mokhasa" Alluvada village attached to Plaintiff's zamindari, *viz.*:—

	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.
Quit-rent for Fusli 1288 (1879) ...	173	6	3						
Interest thereon at one Re. per cent. per mensem from 1st July 1879 up to date of plaint.	52	0	3	225	6	5			
Land-cess for do. year	21	9	9						
Interest thereon do.	6	7	6	28	1	3	253	7	9
Quit-rent for Fusli 1289 (1880) ...	173	6	3						
Interest thereon do.	31	3	6	204	9	9			
Land-cess for do. year	21	9	9						
Interest thereon do.	3	14	4	25	8	1	230	1	10
Quit-rent for Fusli 1290 (1881) ...	173	6	3	183	12	9			
Interest thereon at do.	10	6	6						
Land-cess for do. year	21	9	9						
Interest thereon at do.	1	4	8	22	14	5	206	11	2
							690	4	9,

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 31. Plaintiff's Exhibit P1. Copy of Plaint, dated 14th January 1882.—*concluded.*

together with costs and subsequent interest. Rs. 52-8-0 on account of stamp duty hereof and Re. 1 on account of notice—in all Rs. 53-8-0 worth of stamps have been affixed.

14th January 1882.

(Signed) V. Suryanarayana Raju.
(„) K. Rangacharlu,
Pleader.

(Here enter verification).

Filed 17th January 1882. (Signed) V. Suryanarayana Raju.

(Initialled) S. P.,
District Munsif.

(True copy.)

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 17—9—1892 by Plaintiff's Pleader and filed on 17—9—92 as Exhibit P1. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 32.

No. 53.

No. 32. Plaintiff's Exhibit Q. Receipt dated 9th January 1887.

Plaintiff's Exhibit Q.

Receipt, Gadagam Balaramayya to Bochi Joganna.

Out of the cist payable for the current Fusli 1296 by Bochi Joganna in respect of Panukupolam in the village China Merangi Cusbah, the amount paid in person this day is Rs. 18 (eighteen Rupees). It has been credited in the chitta.

Office of Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, Camp—Merangi, 9th January 1887.

Sunday, 5th *Pushya Sudha of Vyaya.*

(Signed) G. Balaramayya,
Head Gumastah.

DISTRIT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit Q.

Signed H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 33. Plaintiff's Exhibit Q1. Receipt, dated 2nd February 1889

No. 33.

No 63.

Plaintiff's Exhibit Q1.

Receipt by G. Balaramayya to Bochi Joganna.

Out of the cist for the current fusli 1298 due by Bochi Joganna in respect of *Fysala Inam* lands in China Merangi village, the amount paid in person this day is Rs. 25 (twenty-five Rs.). It has been credited in the chitta.

Office of Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu,
Camp: China Merangi, 2nd February 1889.

(Signed) G. Balaramayya,
Head Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Oirginal Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit Q1.

(Signed) H. R. FARMER,
District Judge.

No. 34.

No. 34. Plaintiff's Exhibit Q2. Receipt, dated 17th February 1888.

Plaintiff's Exhibit Q2.

Receipt, by G. Balaramayya to Bochi Joganna.

No. 83.

Out of the (cist) payable for the current Fusli 1297 by Bochi Joganna in respect of *Fysala Inam* lands in China Merangi village, attached to Merangi zamindari, the amount paid this day in person is Rs. 38 (thirty-eight rupees). It has been credit in the chitta.

Office of Sri Raja Setrucherla Ramabhadra Raju Bahadur Garu, Camp: Merangi, 17th February 1888.

Friday, 6*th Palguna Sudha* of *Sarvajit.*

(Signed) G. Balaramayya.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 of 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit Q2. Proved.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 35. Plaintiff's Exhibit R. Receipt, dated 20th November 1881.

No. 35.

Plaintiff's Exhibit R.

Receipt by G. Somanna to Tentu Musala Naidu.

As Tentu Musala Naidu, ryot relating to *Fysala Inam* lands in the village of Kannappadoravalsa, paid in person Rs. 5 (five rupees) being the cist payable for the current Fusli 1291, it has been credited in the chitta.

20th November 1881, Sunday, 14th *Kartika Bahula* of *Vrisha.*

(Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's pleader and filed on 19—9—92 as Exhibit R. Proved.

(Signed) H. R. FARMER,
District Judge.

No 36. Plaintiff's Exhibit R1. Receipt, dated 4th March 1883.

No. 36.

Plaintiff's Exhibit R1.

Receipt by G. Somanna to Tentu Musala Naidu.

As Tentu Musala Naidu paid in person Rs. 7 (seven rupees) being the cist for the current Fusli 1292 in respect of *Fysala Inam* lands in Kannappadoravalsa village, it has been credited in the chitta.

4th March 1883.

Sunday, 10th *Makha Bahula* of *Chitrabhanu.*

(Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit R1. Proved.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 37. Plaintiff's ExhibitR2. Receipt dated 21st February 1882.

No. 37.

Plaintiff's Exhibit R2.

Receipt, Somanna to Tentu Musala Naidu.

As Tentu Musala Naidu paid in person Rs. 8 (eight rupees) being the cist payable for the current fusli 1291 in respect of *Fysala Inam* lands in the village of Kannappadoravalsa, it has been credited in the chitta.

21st February 1882 : Tuesday, 1st *Palguna Sudha of Vrisha.*

(Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaitinff's pleader and filed on 19—9—92 as Exhibit R2. Proved.

(Signed) H. R. FARMER.
District Judge.

No. 38. Plaintiff's Exhibit R3. Receipt dated 27th April 1883.

No. 38.

Plaintiff's Exhibit R3.

Receipt, G. Balaramayya to Tentu Musala Naidu.

Receipt granted in respect of the payment by Tentu Musalayya of arrears for fusli 1291 in respect of *Fysala Inam* lands in the village of Kannappadoravalsa attached to Merangi Zamindari. As he paid in person Rs. 6-8-0 (six rupees and eight annas) it has been credited in Sri Sarkar cash chitta.

27th April 1883. Friday, 5th *Chaitra Bahula* of the year *Swabhanu.*

(Signed) G. Balaramayya,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit R3. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 39.

No. 39. Plaintiff's Exhibit R4. dated 30th June 1883.

Plaintiff's Exhibit R4.

Receipt, G. Somanna to Tentu Musala Naidu:

As Tentu Musala Naidu paid in person rupees 1-2-0, being the arrears of cist for fusli 1291 and Rs. 6-14-0 being the cist for the current fusli 1292, in all eight rupees, in respect of *Fysala Inam* lands in the village of Kannappadoravalsa, it has been credited in the chitta.

30th June 1883. Saturday, 10th *Jeshta Bahula* of the year *Swabhanu*.

(Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit R4. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 40.

No. 40. Plaintiff's Exhibit R5. dated 9th November 1883.

Plaintiff's Exhibit R5.

Receipt, G. Somanna to Tentu Musala Naidu.

No. 42.

Out of the sist due for the current fusli 1293 by Tentu Musala Naidu in respect of *Fysala Inam* lands in the village of Kannappadoravalsa, the amount paid this day is Rs. 6-0-0 (six rupees), and it has therefore been credited in the chitta.

Office of Sri Raja Setrucherla Ramabhadra Raju Bahadur Garu, Camp—Merangi, 9th November 1883.

(Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit R5. Proved.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

No. 41.

No. 41. Plaintiff's Exhibit R6. Recipt, dated 2nd March 1884.

Plaintiff's Exhibit R6.

Receipt, G. Somanna to Tentu Musala Naidu.

No. 131

Out of the amount of cist due for the current fusli 1293 by Tentu Musala Naidu in respect of *Fysala Inam* lands in the village of Kannappadoravalsa, the amount paid this day in person is Rs. 3-8-0, three rupees and eight annas, and it has been credited in the chitta.

Office of Sri Raja Setrucherla Ramabhadra Raju Bahadur Garu, Camp—Merangi, 2nd March 1884. Sunday, the 5th *Palguna Suddha* of *Swabhanu*.

Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit R6. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 42.

No. 42. Plaintiff's Exhibit R7. Receipt, dated 20th October 1885.

Plaintiff's Exhibit R7.

Receipt, G. Somanna to Tentu Musala Naidu.

No. 38.

Out of the arrears of cist for fusli 1294 due by Tentu Musala Naidu in respect of *Fysala Inam* lands in the village of Kannappadoravalsa, the amount paid this day in person is Rs. 13 (thirteen rupees), and it has been credited in the chitta.

Office of Sri Raja Setrucherla Ramabhadra Raju Bahadur Garu, Camp—Merangi; 20th October 1885.

Tuesday, 12th *Aswyja Suddha* of *Parthiva*.

(Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit R7. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 42. Plaintiff's Exhibit R7. Receipt, dated 20th October 1895. —*concluded*

No. 43.

Plaintiff's Exhibit R8.

Receipt, G. Somanna to Tentu Musala Nidu.

No. 103.

Out of the amount of cist, &c., due for the current fusli 1297 by Tentu Musala Naidu in respect of the *Fysala Inam* lands in the village of Kannappadoravalsa, the amount paid this day in person is Rs. 5 for cist and annas 10 for land-cess, in all Rs. 5-10-0 (five rupees and ten annas) and it has been credited in the chitta.

Camp Merangi, Office of Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, 4th March 1888—Sunday 6th, *Palguna Bahula* of *Sarvajit.*

(Signed) G. Somanna,
Gumastah.

No. 43. Plaintiff's Exhibit R8. Receipt, dated 4th March 1888.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filled on 19—9—92 as Exhibit R8. Proved.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

No. 44.

Plaintiff's Exhibit R9.

No. 70.

Receipt, G. Somanna to Tentu Musalu Naidu.

As Tentu Musalu Naidu paid this day in person the cist as particularized below in respect of the *Fysala Inam* lands in the village of Kannappadoravalsa—

Rs.	A.	P.	
6	12	0	Arrears relating to fusli 1296.
8	4	0	Cist for the current fusli 1297.
15	0	0	Fifteen rupees, it has been credited in the chitta.

Office of Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, Camp-Merangi, 14th February 1888 (Tuesday, 3rd *Palguna Suddha* of the year *Sarvajit.*)

(Signed) G. Somanna,
Gumastah.

No. 44. Plaintiff's Exhibit R9 Receipt, dated 14th February 1888.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit R9. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 45.

Plaintiff's Exhibit S.

From

Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.

To

The Cutcheri Peon,

You should immediately collect the cist due for the current fusli 1295 from the undermentioned individual of Sitharampuram Agraharam, Sivvam hamlet and appear (before me).

23*rd March* 1886.

1. Challa Jogadu and others.

(Signed) G. Balaramayya,
Head Gumastah.

Batta should be received at annas 2 per day besides meals.

No. 45. Plaintiff's Exhibit S. Hukum, dated 23rd March 1886.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 45. Plaintiff's Exhibit S. &c.— *concluded.*

No. 46. Plaintiff's Exhibit S1. Receipt, dated 15th January 1885.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by the Pleader for Plaintiff and filed on 19—9—92 as Exhibit S. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 46.

Plaintiff's Exhibit S1.

No. 54. Receipt, G. Somanna to Challa Jogadu.

Out of the amount of cist due for the current fusli 1294 by Chella Jogadu and others in respect of Sitharamapuram Agraharam, Sivvam hamlet, the amount paid this day through Simalathavudu is Rs. 2 (two rupees). It has been credited in the chitta.

Office of Sri Rajah Setrucherla Ramabhadra Raju Bahadur, Camp Merangi, 15th January 1885, (Friday, 30th *Pushya Bahula* of the year *Tarana*).

(Signed) G. Sommanna,
K. S. Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit S1. Proved.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 47. Plaintiff's Exhibit S2. Receipt, dated 1st February 1887.

No. 47.

Plaintiff's Exhibit S2.

No. 84. Receipt, G. Balaramayya to Chella Jogadu.

Out of the cist due by Chella Jogadu in respect of Sitharamapuram Agraharam, Sivvam hamlet, the amount paid this day in person is Rs. 19-12-3 towards the cist for the current fusli and Re. 0-3-9 for arrears of cist for fusli 1295, in all Rs. 20 (twenty rupees). It has been credited in the chitta.

Office of Sri Rajah Setrucharla Ramabhadra Raju Bahadur, Camp—Merangi, 1st February 1887.

7th Makha Bahula of Vyaya.

(Signed) G. Balaramayya,
Head Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 19—9—92 as Exhibit S2. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 48.

Plaintiff's Exhibit T.

No. 48. Plaintiff's Exhibit T. Dhimut, dated 14th February 1883.

Dhimut, 1st Defendant to Chella Jogadu and another.

From,

Sri Raja Setrucharla Ramabhadra Raju Bahadur Garu.

Dhimut (order) granted to Chella Jogadu and Chella Thavuti Gadu, residing at Simalavanivalsa village, Sivvam hamlet.

The *dharkhast* (application) which you presented this day containing among other conditions, that you should (be allowed to) form a village on the *Pati* sites of Sitharamapuram Agraharam attached to the aforesaid hamlet which we got possession of by means of sale, and reside there, that you should be granted a cowle for cultivating such lands of the said Agraharam as remain uncultivated till now after excluding therefrom (Agraharam) ~~as remain uncultivated~~ till now.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 48. Plaintiff's Exhibit T. Dhimut, dated 14th February 1883.—*concluded.*

after excluding therefrom (Agraharam) the share of the minor zamindar, and that you should be allowed to bring under cultivation the *Nakhirudu* (waste) land which may hereafter become fit for cultivation, from the ensuing *Swabhanu* year till the close of the year *Parthiva*, enjoy the whole of the profits thereof and deliver to us again the whole of the said Varakattu land in the year *Vyaya*, has been accepted; therefore you should form a village on the pati sites of the said Agraharam and reside there, bring under cultivation the whole of such *Nakhirudu* lands as could be cultivated, enjoy the produce thereof during the said three years and put them into our possession in the year Vyaya. The lands already remaining uncultivated will be given to you for cultivation, but it should be understood by means of this *Dhimut* that the cowle for each year will be granted in that year so long as the whole of the amount of the Kadapa of each year is paid in that year without causing any difficulty.

14th February 1883, Wednesday, 7th *Makha Sudha* of *Chitrabhanu* year.

(Initialled) Sri R.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—9—92 by Plaintiff's Pleader and filed on 21—9—92 as Exhibit T. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 49.

Plaintiff's Exhibit U.

No. 49. Plaintiff's Exhibit U. Receipt, dated 1st November 1884.

No. 21. Receipt, G. Somanna to Tentu Musala Naidu.

Tentu Musala Naidu paid this day in person the following, towards the cist payable for the undermentioned fuslis in respect of the *Fysala Inam* lands in the village of Kannappadoravalsa

Rs.	A.	P.	
7	2	0	Arrears of fusli 1293.
0	14	0	For the current fusli 1294.
8	0	0	Eight Rupees.

Deputy Registrar.

RECORD

PART I.

In the District Court of Vizagapatam.

No 49. Plaintiff's Exhibit U. Receipt, dated 1st November 1884.—*concluded.*

It has been credited in the Chitta.

Office of Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, Camp—Merangi, 1st November 1884.

Saturday, 7th *Kartika Suddha* of *Tarana.*

(Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 21—9—1892 by 17th witness for Plaintiff and filed on 21—9—92 as Exhibit U. Proved.

(Signed) H. R. FARMER,
District Judge.

No. 50.

No. 50. Plaintiff's Exhibit U1. Receipt, dated 20th February 1884.

Plaintiff's Exhibit U1.

No. 120. Receipt, G. Balaramayya to Tentu Musala Naidu.

Out of the amount of cist payable by Tentu Musala Naidu for the current fusli 1293 in respect of *Fysala Inam* lands in the village of Kannappadoravalsa, the amount paid in person this day is Rs. 3-12-0 (three rupees and twelve annas) and it is therefore credited in the chitta.

Office of Sri Rajah Setrucharla Ramabhadra Raju Bahadur Garu, Camp—Merangi, 20th February 1884, Wednesday the 8th *Makha Bahula* of *Swabhanu.*

(Signed) G. Balaramayya,
Head Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 21—9—92 by 17th witness for Plaintiff and filed on 21—9—92 as Exhibit U1. Proved.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 51. Plaintiff's Exhibit V. Receipt, dated 20th October 1885.

No. 51.

No. 39. *Plaintiff's Exhibit V.*

Receipt, G. Somanna to Appala Naidu .

Out of the cist payable by Datti Appala Naidu in respect of *Fysala Inam* lands in the village of Kannappadoravalsa, he paid this day in person the following :—

Rs.	A.	P.	
3	4	0	Arrears of fusli 1294.
9	12	0	for current fusli 1295.
13	0	0	Thirteen rupees.

It has been credited in the chitta.

Office of Sri Rajah Setrucharla Ramabhadra Raju Bahadur Garu; Camp—Merangi : 20th October 1885.

Tuesday, the 12th *Aswyja Suddha* of *Parthiva.*

(Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 21—9—92 by 17th witness for Plaintiff and filed on 21—9—92 as Exhibit V. Proved.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 52. Plaintiff's Exhibit V1. Receipt, dated 20th March 1886.

No. 52.

No. 109. *Plaintiff's Exhibit V(1).*

Receipt, G. Somanna to Datti Appala Naidu.

Out of the cist payable by Datti Appala Naidu for the current Fasli 1298 in respect of *Fysala Inam* lands in Kannappadoravalsa village, the amount paid this day in person is Rs. 4-9-0 (Four rupees and nine annas). It has been credited in the chitta.

Office of Sri Rajah Setrucharla Ramabhadra Raju Bahadur Garu ; Camp : Merangi : 2nd March 1886.

Tuesday, the 11th *Makha Bahula of Parthiva.*

(Signed) G. Somanna,
Gumastah.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 21—9—92 by 17th witness for Plaintiff and filed on 21—9—92 as Exhibit V(1). Proved.

(Signed) H. R. FARMER,
District Judge.

No. 53. Plaintiff's Exhibit W. Proceedings of the Collector of Vizagapatam, dated 2nd December 1883.

No. 53.

No. 1595. *Plaintiff's Exhibit W.*

Proceedings of the Collector of Vizagapatam District, dated 2nd December 1873.

In the matter of *dayabhagam* (partition) that should take place between the minor zamindar of Merangi and his paternal uncles, a copy of the award passed by the Panchayat as also the lists of shares are herewith sent. We have divided and delivered the whole of the cash and documents due to the paternal uncles of the minor zamindar according to the award passed by the Panchayat. Therefore, the Deputy Tahsildar of Parvatipur is hereby directed to divide and deliver, in the presence of the guardian and the paternal uncles of the minor, the whole of the remaining—*torn*—and moveable property consisting of Inam

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 53. Plaintiff's Exhibit W. Proceedings of the Collector of Vizagapatam, dated 2nd December 1883.—*concluded.*

lands &c. jewels, as mentioned in the lists of shares, to obtain receipts from them to the effect that the whole of the property mentioned in the respective lists have been received and send the same to us. The loose precious stones, golden *Pujalu, Kasulu* (sovereigns) &c., which are with Dalemma Patta Mahadevi Garu should be sent for, valued and divided in four equal shares. All the cattle should be sent for, valued and divided in four equal shares.

Camp-Vizagapatam.

Parvatipur Deputy Tahsildar forwarding him lists of property awarded by the Panchayat to each of the minor's uncles and the minor and directing him to distribute the property as therein specified and forward the receipts taken from the minor's uncles.

H. GOODRICH,

Ag. Collector.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 13—9—92 by Collector and filed on 23—9—92 as Exhibit W. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 54.

Plaintiff's Exhibit X.

No 54. Plaintiff's Exhibit X. Receipt, dated 10th July 1876.

Receipt, N. Ramachendra Patrulu to the Collector of Vizagapatam.

To

The Collector of Vizagapatam District, guardian to the minor zamindar of Merangi and Agent to the Court of Wards.

Receipt granted by Nissankuni Ramachendra Patrulu, guardian to the minor zamindar of Merangi.

As the house at Vizagapatam valued at Rs. 2,500 fell to the share of the minor zamindar in accordance with the shares under the award passed by the Panchayat in respect of *dayabhagam* (partition) which took place between the

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 54 Plaintiff's Exhibit X. Receipt, dated 10th July 1876.—*concluded.*

minor zamindar of Merangi and his three paternal uncles, I have taken delivery of same; and it is kept at the residence of the minor zamindar.

Dated 10th July 1876.

(Signed) N. Ramachendra Pantrulu,
Guardian.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 23—10—91 by Collector's Clerk and filed on 23—9—92 as Exhibit X. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 55.

No. 55. Plaintiff's Exhibit X1. Boundary list.

Plaintiff's Exhibit X(1).

Boundary list.

Kavatipolam—Gulavadi Polam Kusbah.

Relating to 2nd share:—

Particulars of Boundaries.

1. *East.*—Western ridge of Madusudana Balaji Patrudugary's Manyam;
1. *South.*—Southern ridge of the third share in the said Kavatipololam;
1. *West.*—Ridge of Reddy Sominaiyudy's field;
1. *North*—Ridge of the said Somi Naidu's field;

4

Measurement of the land within the said four boundaries:—

1. For one plot. For 7 fields on the eastern side.
   4—0 Length.
   4—0 Breadth.

1. For 1 plot of 6 fields.
   3—21 Length.
   2— 0 Breadth.

Total 2 plots.

(Signed) N. Ramachendra Pantrudu,
Guardian.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 55. Plaintiff's Exhibit X1. Boundary list —*concluded.*

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

DISTRICT COURT OF VIZAGAPATAM.

Oirginal Suit No. 1 *of* 1889.

Produced on 13—9—92 by Collector and filed on 23—9—92 as Exhibit X(1.) Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 56.

No. 56. Plaintiff's Exhibit X2. Boundary list.

Plaintiff's Exhibit X(2).

Relating to Kujuddi Endugadipolam.

Relating to 2nd share :—

Particulars of Boundaries :—

For one plot.

1. *East.*—Ridge of Balagi Patrudu Gary's field;
1. *South.*—Panathala people's field;
1. *West.*—Pinnappa Naidu's field;
1. *North.*—Behara Patrudu Gary's field;

4

Measurement of land within the said four boundaries :—

3—6. Length.

1—7. Breadth.

For one plot.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 56. Plaintiff's Exhibit X2. Boundary list. —*concluded.*

Boundaries of the field near the field belonging to Waltair and Sajur people.

1. *East.*—Bocha people's field;
1. *South.*—Field relating to the 3rd share;
1. *West.*—Thurubelly people's field;
1. *North.*—Sajur people's field.

4

Measurement of land within the said boundaries;

1. For 1 field.
   1—12. Length.
   1—27½. Breadth.

1

For one Baki to the south thereof.

2—25. Length.

0—25. Breadth.

2

Measurement of these two plots.

(Signed) N. Ramachendra Patrudu,
Guardian.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 13—9—92 by Collector and filed on 23—9—92 as Exhibit X2. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 57. Plaintiff's Exhibit X3. Boundary list.

No. 57.

Plaintiff's Exhibit X (3.)

Relating to Gaddaipolam.

Relating to 2nd share.

Particulars of Boundaries.—

For one plot 2 fields.

1. *East.*—Gaddai;

1. *South.*—Field relating to 2nd share;

1. *West.*—Field belonging to 1st share and Pedda madi;

1 *North.*—Fields belonging to 1st share.

10

4

Measurement of land within the said four boundaries.

4—30 Length.

4—30 Breadth.

2.—For one plot—One field.

1. *East.*—Madichekka belonging to 3rd share;

1. *South.*—Field belonging to 3rd share;

1. *West.*—Boddai belonging to this share;

1. *North.*—Peddamadi belonging to 1st share;

4

20

Measurement of land within the said four boundaries.

5—0 Length.

3–19 Breadth.

3.—For one plot.—3 Boddalu.

1. *East.*—Peddamadi belonging to this share;

1. *South.*—Boddalu belonging to the 3rd share;

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 57. Plaintiff's Exhibit X3. Boundary list. —*concluded.*

1. *West.*—Guddalu relating to this;

1. *North.*—Peddamadi belonging to 1st share;

4

Measurement of land within the said four boundaries;

2—12½ Length.

1—15½ Breadth.

4.—For one plot.—2 Boddalu.

2—22½ Length.

0—24 Breadth.

10

4 plots relating to this share were measured out.

(Signed) N. Ramachendra Patrudu,
Guardian.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 13—9—92 by the Collector and filed on 23—9—92 as Exhibit X3. Admitted.

20

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 58. Plaintiff's Exhibit X4. Boundary list.

No. 58.

Plaintiff's Exhibit X(4).

Boundary list.

Jeroyati attached to Alluvada village-Relating to the 2nd share.

1. Particulars of cist of lands.

Rs.	A.	P.	
75	8	0	Chappangipolam Isthuva;
33	0	0	Basupolam Isthuva;
11	8	0	Panukupolam Isthuva;
120	0	0	One hundred and twenty rupees—land.

2. It is arranged that the whole of the management in respect of Kattuballu, quit-rent &c., relating to the Inam lands should be regulated in four shares.

(Signed) N. Ramachendra Patrudu,
Guardian.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.
(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.
(„) Sri Setrucherla Jogi Baju Bahadur Garu.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on——by——and filed on 23—9—92 as Exhibit X4. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 59. Plaintiff's Exhibit X5. Boundary list.

No. 59.

Plaintiff's Exhibit X(5).

Boundary list.

Relating to Nilammapolam's 2nd share.—

For one share.—

1. *East.*—Ridge of Kummaripolam;

1. *South.*—Prathapasagaram Kanchaka;

1. *West.*—Eastern ridge of 3rd share;

1. *North.*—Southern ridge of 1st share;

4

Measurement of land within the said four boundaries;

1. For one plot of Baka to the south of the two big Bakulu relating to first share.

4—5½ Length.
2—7 Breadth.

1. The other half after excluding the eastern half which fell to the 1st share, of the Baka to the east of the said Baka.

2—12 Length.
1—0 Breadth.

1. The 3 Bakulu to the south of the said half have Kuppalu (?) in the middle and therefore all of them were measured together.

5—6½ Length.
2—9 Breadth.

1. 3 Boddalu to the south of the first of the said Bakulu.

3—24 Length.
1—29 Breadth.

1. 3 Bakulu to the west of the said Boddalu.

4—18 Length
2—26 Breadth.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 59. Plaintiff's Exhibit X5. Boundary list. — *concluded.*

1. For one Boddai to the west of the said Baku.

1—20 Length.

1—9. Breadth.

Total plots 6 six only.

(Signed) N. Ramachendra Patrudu,
Guardian.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somesekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 13—9—92 by Collector and filed on 23—9—92 as Exhibit X5 Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 60. Plaintiff's Exhibit X6. Boundary list.

No. 60.

Plaintiff's Exhibit X(6.)

Boundary list.

Relating to Gadisingupuram village.

Relating to 2nd share :—Jeroyati.

1. Cist of lands.

Rs.	A.	P.	
73	0	0	Chinnathuppakapolam Isthuva;
33	8	0	The balance after deducting Rs. 33-8-0 in respect of Gutta Appiah from Rs. 67—the cist of China Polam Isthuva and relating to (land) under the cultivation of Tharsu Reddi Para Nayudu.
22	0	0	Cist of land relating to Peda Thubasipolam bearing a cist of Rs. 44 after excluding therefrom the land which fell to the 3rd share and bearing a cist of Rs 22.

Deputy Registrar.

RECORD

PART I.

In the District Court of Vizagapatam.

No. 60. Plaintiff's Exhibit X 6. Boundary list.— *concluded.*

Rs.	A.	P.	
15	0	0	Cist of relating to Bandamallu.
24	0	0	Cist Siripottupolam.
58	12	0	Cist of land relating to Seripolam bearing a cist of Rs. 76-14-0 after excluding therefrom the land which fell to the 2nd share bearing a cist ofRs. 18 and under the cultivation of Kurmi Naidu.
8	13	0	Relating to Cherukupolam and under the cultivation of Pappula Somiah.
235	3	0	Land bearing cist of two hundred and thirty-five rupees and three annas.

2. It is arranged that the *Kattuballu*, quit-rent, &c., relating to Inam lands as also the whole of the management of the village should be regulated (?) in four shares.

(Signed) N. Ramachendra Patrudu,
Guardian.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 13—9—92 and filed on 23—9—92 as Exhibit X6. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 61. Plaintiff's Exhibit X 7. Boundary list.

No. 61.

Plaintiff's Exhibit X(7).

Boundary list.

Sitharamapuram Agraharam.

Relating to the 2nd share.

1. Particulars of wet land.

1. The middle share out of the three shares of Peddamadi.

2. Particulars of dry land.

The share at the extremity on the western side out of the three shares of Thibbaguddai. It is arranged that the whole of the management as to the rest of the village should be regulated (?) in four shares.

(Signed) N. Ramachendra Patrudu,
Guardian.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

DISTRICT COURT OF VIZAGAPATAM.

Oirginal Suit No. 1 *of* 1889.

Produced on ——— by ——— and filed on 23—9—92 as Exhibit X(7.)

(Signed) H. R. FARMER,
District Judge.

No. 62. Plaintiff's Exhibit Y. Boundary list.

No. 62.

Plaintiff's Exhibit Y.

4 Impressions made with the seal of Sri Setrucherla Ramabhadra Raju Garu.

(Signed) Vepa Rama Murthi,
Pleader for 1st Defendant.
17—9—92.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on the 17—9—92 by 1st Defendant and filed on the 26—9—92 as Exhibit Y. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

No. 63.

Plaintiff's Exhibit Z.

Security Bond, 1st Defendant to Collector of Vizagapatam.

Security bond executed on Wednesday the 15th *Kartika Sudha* of the year *Dhatu* corresponding to 1st November 1876 in favour of H. Goodrich Esquire, Collector of Vizagapatam District and Agent of the Court of Wards, Madras, by Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, son of the late Sri Raja Setrucherla Jagannadha Raju Bahadur Garu, the Zamindar of Merangi, Zamindar by profession and of Kshatrya caste, residing in Kusbah China Merangi of Merangi Zamindari, attached to Parvatipur Sub-District, in the said District. On account of the amount of security which we should give for the regular payment, every year according to instalments, of the rent amount of Merangi Zamindari covered by our *rent* (lease), we have given as security the *Malguzari* Inam lands and other immovable property inclusive of wet and dry lands consisting of what we got for our share from the minor Zamindar of Merangi and what we purchased separately, which yield an income of Rs. 945-4-3 a year exclusive of the money payable to Sircar on account of quit-rent &c., which are valued at Rs. 19,155-3-4, which are situate in the villages mentioned in the schedule attached hereto and which are within the boundaries mentioned in the said schedule ; and they have been kept in our possession alone ; therefore, if any year's rent becomes overdue without being paid, the amount due shall be recovered according to law by means of the lands given as security and mentioned in the said schedule, and we shall not raise any objection thereto. This security bond is executed with our consent. We and our heirs shall bind ourselves accordingly.

(Signed) Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.

Witnesses hereof :—

(Signed) Achanti Ganga Raju.

(„) Arichi Vencata Sattiah.

Written by Palaveru Somasundram,

Schedules included as part of the security bond executed on 1st November 1876 in favour of the Collector of Vizagapatam District by Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, Renter of Merangi Zamindari.

1. For 2 plots of wet land Panukupolam Isthuva of the extent of acres 3—½ cent comprised in the Inam Patta No. 337 Chinna Cheruvathiguva in

RECORD.

PART I.

In the District Court of Vizagapatam.

No 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876. *continued*

Kusba Chinna Merangi of Merangi Zamindari attached to Parvatipur Sub District.

1.—For 1 plot of land :—

1. *East.*—Saluru Papanna *Thirasthu* field.
2. *South.*—Ridge of Palthuru Lutchminarayana's Manyam.
3. *West.*—Ridge of Bothya Ramiah's *Thirasthu* Mulamadi.
1. *North*—Ridge of Bothya Ramiah's Thirasthumadi.

4.

1.—For one plot of land :—

1. *East.*—Bothya Ramiah's *Thirasthu* Mamidimanu dry land.
1. *South.*—Palatheru Lutchminarayana *manyam's* field's ridge.
1. *West.*—Barber Ramachendrudy's *manyam* field's ridge.
1. *North.*—Ridge of Salur Thavutayya *Thirasthu* field.

4.

2. Acre ½ and 75 cents of land belonging to our one share out of the lands situate within these boundaries after excluding the land relating to the 3 shares of Sri Rajah Setrucherla Jagannadha Rajah Bahadur Garu, the minor Zamindar of Merangi, Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu and Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

1. For 1 plot of wet land in Nilamapolam Isthuva of the extent of 12 acres comprised in the Inam Patta No. 547 of Kurakulabanda *thiguva* in Kusbah Chinna Merangi village attached to the said Zamindari.

1. *East.*—Ridge of Kummari Ambaligady's *manyam* field and of Karri Bala Ramiah's *Thirasthu* field.
1. *South.*—Ridge of Petla Ramalingam's field.
1. *West.*—Water-spread of Prathapasagaram Tank.
1. *North.*—Ridge of Cotwall Venkappa's *manyam* field.

4.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876. *continued*

Out of the land within these four boundaries, the three shares of lands belonging to Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu—the minor Zamindar of Merangi, Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu, and Sri Rajah Setrucherla Jogi Raju Bahadur Garu being excluded, the balance of 3 acres of land belonging to our one share.

1. For 2 plots of land of Kavutupolam Isthuva of the extent of 4 acres comprised in the Inam Patta No. 548 of Kurakulabandathiguva in Kusbah China Merangi village attached to the said Zamindari.

1. For 1 plot land :—

1 *East.*—Ridge of Behara Appiah's *manyam* field.
1 *South.*—Ridge of Reddi Somi Naidu's *manyam* field.
1 *West.*—Water level of Prathapasagaram tank.
1 *North.*—Ridge of Mangali Jammady's *manyam* field.

4

1. For one plot :—

1 *East.*—Ridge of Panda Balaji *manyam* field.
1 *South.*—Ridge of Gulla Gudigady's *manyam* field.
1 *West.*—The borders of seri dry lands.
1 *North.*—Ridge of Reddi Somi Nayudy's *manyam* field.

4

Out of the land within the said boundaries the three shares of Sri Rajah Setrucherla Jagannadham Raju Bahadur Garu, the minor Zamindar of Merangi, of Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu and of Sri Rajah Setrucherla Jogi Raju Bahadur Garu being excluded, one acre of land belonging to our one share.

1. One plot of wet land relating to Gullavadi fields of the extent of one acre comprised in the Inam Patta No. 551 of Kurakulabandathiguva in Kusbah China Merangi village in the said Zamindari.

1 *East.*—Ridge of Azzada Lutchannah *thirasthu* field.
1 *South.*—Village Goddess Nukalamah's Theppai.
1 *West.*—Seri dry land.
1 *North.*—Ridge of Saripally Thammiah's *thirasthu* field.

4

RECORD.

PART I.

In the District Court of Vizagapatam.

No 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*continued.*

Out of the land within these four boundaries, the land relating to the three shares of Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu, the minor Zamindar of Merangi, of Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu, and of Sri Rajah Setrucherla Jogi Raju Bahadur Garu being excluded, acre ½ 25 cents of land belonging to our one share.

1. For 2 plots of wet land of Mappuvadi Isthuva of the extent of 4 acres comprised in Chinacheruvathiguva Inam Patta No. 357 in Kusbah China Merangi village, in the said Zamindari.

1 For one plot.

1 *East.*—Ridge of Panathala Narasimmah's *thirasthu* field.

1 *South.*—Ridge do. Narasannah's *thirasthu* field.

1 *West.*— Do.

1 *North.*—Ridge of Behara Balapatrudy's *manyam* field.

4

1 For one plot.

1 *East.*—Ridge of Bothia Tammiah's *thirasthu* field.

1 *South.*—Ridge of Pinninti Masalam Naidu's Akaram field.

1 *West.*— Do.

1 *North.*—Ridge of Thuruchelly Appiah's *thirasthu* field.

4

2. Out of the land within the said boundaries the land relating to the 3 shares of Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu, the minor Zamindar of Merangi, of Sri Rajah of Setrucherla Somasekhara Raju Bahadur Garu, and of Sri Rajah Setrucherla Jogi Raju Bahadur Garu being excluded, one acre of land belonging to our one share.

1. One Seri field Isthuva of the extent of acres 13 and 70 cents comprised in the Inam Patta No. 494 of Geddathiguva in Rajayyapeta village in the said Zamindari.

1. One plot of dry land.

1 *East.*—Ridge of *Jeroyati Guddai.*

1 *South.*—Ridge of *Jeroyati Guddai.*

1 *West.*—Ridge of *Chintamanu* relating to *Jeroyati.*

1 *North.*—*Ippamanu Gattu* on the ridge of *Jeroyati Guddai.*

4

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*continued.*

1. One plot of wet land.

1 *East.*—Ridge of Jeroyati field.

1 *South.*—Ridge of Jeroyati field.

1 *West.*—Ridge of Bariki Inam land which was formerly a Jeroyati and which was subsequently given as *Viphari.*

1. *North.*—From cultivable dry (land) and in continuation of this dry (land) up to the ridge of Vepagunna Markonda Patnaikuni Pattabhiramiah's mango garden.

2 The whole of the land within the said boundaries.

1 For 2 *Isthuvas* of 24 acres comprised in the Inam Patta No. 495 of Katakavanicheruvu thiguva in Gaddi Tiruvada village in the said Zamindari.

1. One plot of wet land.

1 *East.*—The western ridge of Kanchikamadi in Bandalopu called Borrathani Karra of Ankavaram Jeroyati.

1 *South.*—From the southern extremity of the ridge of Thurputharimadi in Gumpena Jorai of Gadai Tiruvada village Jeroyati, up to the tamarind tree on the southern border of Metta Guddia standing on the southern extremity of Bankuruvany Banda; from that tamarind tree up to the three tamarind trees in a row to the south of the southern extremity of Thellikarra banda as also the tamarind tree to the east thereof; the small tamarind *moradu* to the east of it; and up to the tamarind tree and being the boundary of Ankavaram to the east of it; and also up to the western ridge of Borrathanikarrabanda of the said Ankavaram Jeroyati as also Godaipodava on the south.

1 *West.*—Ridge of the field on the eastern side relating to the Jeroyati of Gampena *Jorai* (?)

1 *North.*—From the *moradu* tamarind tree to the north-east of the ridge of the way in the said Gampena *Jorai* (?) Jeroyati, up to the southern ridge of Barikimanyam *Yethumadi* in Rellikarra Lopu; the Vepagunna in southern ridge of Barikivadi manyam Metta Guddai to the east of it; the Netta Velagamanu to the east of it; the Mukachintalu to the east of it; thence Guddalu belonging to Rellupolam by the side of way for people to walk—from the northern extremity thereof up to the Jeroyati in Gorlavanicheruvu—the dry land to the east of the ridge between these two—and from the Renduputtalavara to the south of this dry land—up to the corner where Jeroyati Gorlavanipolam and the said Rellupolam meet. The the said dry land within the said boundaries.

4

RECORD. For 5 plots of dry land.

PART I.

In the District Court of Vizagapatam.

No. 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*continued.*

1 For one plot.

1 *East.*—Western ridge of the dry land relating to Barikavady's *manyam* land.

1 *South.*—Ridge of the wet field of Jeroyati Murugudu fields.

1 *West.*—Village Goddess Forest (garden).

1 *North.*—Puttu guddai.

4

1 For one plot.

1 *East.*—Western ridge of Gulla Sangam Naidu's Akaram guddai.

1 *South.*—Guddai and the ridge thereof of Jeroyati Murugadu's wet.

1 *West.*—Ridge of the field relating to Jeroyati Murugadu.

1 *North.*—Ridge of Akaram Guddai belonging to Gulla Sangam Naidu.

4

1 One plot with mango plants.

1 *East.*—Mango plants belonging to Gorla Peda Adivannah Jeroyati.

1 *South.*—Chattu Gaddai.

1 *West.*— Do. Guddai.

1 *North.*—Jeroyati. Dry Goddai relating to Gorlavany's tank Isthuva—also the mango trees thereon.

4

1 One plot of land with mango plants in Bankuru Poli Naidu's Cheruvulopu.

1 *East.*—Jeroyati dry Guddai-Bancurumpolam.

1 *South.*—Ridge of Nissankuni Ramachendra Patrunigary's *manyam*.

1 *West.*—Waterspread of Bancur Poli Naidu's tank.

1 *North.*—Cattle path.

4

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*continued.*

1 One plot of land—Chintamanu Guddai with mango trees.

1 *East.*—Barikyvady's dry land.

1 *South.*—Barikyvady's dry Inam and dry land in Jerayati Gorlavany's Cheruvulopu.

1 *West.*—Ridge of Jeroyati Mamidimanu Guddai.

1 *North.*—Cattle-path.

4

5. The whole of the land within the said boundaries.

1. For the wet land of the extent of 16 acres next to Peddapolam Isthuva in Pedaragu Cheruvuthiguva in Peda Merangi village in the said Zamindari.

1 *East.*—Nulu Gaddi.

1 *South.*—Ridge of Banavapolam relating to seri field.

1 *West.*—The eastern outlet of Peda Raju tank.

1 *North.*—Ridge of the *thirasthu* field in Galabavalsa hamlet of Kurpam.

4

Out of the land within the said four boundaries the shares of Sri Raja Setrucherla Jagannadha Raju Bahadur Garu, minor Zamindar of Merangi, of Sri Raja Setrucherla Somasekhara Raju Bahadur Garu and of Sri Raja Setrucherla Jogi Raju Bahadur Garu being excluded, 4 acres of land belonging to us.

1. For Isthuva called Murthennapolam of the extent of 20 acres comprised in Inam Patta No. 16 remaining in Pedi Pedlavady Manithiguva attached to Seetharampuram Agraharam of Sivvam hamlet, in Merangi Zamindari in Palconda Sub-District.

1. Plot of dry land.

1 *East.*—The path on the eastern side of Thulasi Guddai belonging to the said Isthuva.

1 *South.*—Path on the northern side of the mountain in Pavupelli village in Kurpam.

1 *West.*—Pedi Reddy vany's Poonugattu.

1 *North.*—River called Nagavally.

4

RECORD.

PART I.

In the District Court of Vizagapatam.

No 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*continued.*

1. One plot of wet land.

1 *East.*—Ituku Guddai of Rambhavanipolam Isthuva in Kothulagudem village in Palconda.

1 *South.*—Murtenna's dry field.

1 *West.*—Saparayi Meraka of Peli Reddlavani Manithiguva belonging to Murtennah.

1 *North.*—River called Nagavally.

4

2. Out of the land within the boundaries, the land relating to the three shares of Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu, the minor Zamindar of Merangi, of Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu, and of Sri Rajah Setrucherla Jogi Raju Bahadur Garu, being excluded, the 5 acres of land belonging to us.

1. For *Malguzari* Inam lands of the total extent of 331 acres and 44 cents comprised in Inam Patta No. 2607, of Gadisingapuram village attached to Palconda Sub-District.

1 *East.*—Lutchmidevikonda.

1 *South.*—Ridge of Narisipuram field in front of the backyard of Pelakota Basannah.

1 *West.*—Vattu Gadda Verrigadda.

1 *North.*—The Marri tree near the outlet of Boyinavani Cheruvu and Rangabhadra Chavakka field of Merangi.

4

Out of all the wet and dry Inam lands within the said four boundaries twenty-five Isthuvas inclusive of Chodai Tampara, &c., of the extent of acres 209—54 cents fell in one lot to the share of ourselves, Sri minor Zamindar Garu, Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu; out of the said lands, the land relating to the 3 shares of Sri minor Zamindar Garu, Sri Somasekhara Raju Bahadur Garu, and Sri Jogi Raju Bahadur Garu being excluded as aforesaid, our one-fourth share of land is acres 52-38 cents.

1. For *Malguzari* Inam lands of the total extent of 224 acres and 65 cents comprised in Inam Patta No. 439 in Alluvada village attached to Kurpam Zamindari attached to Parvatipur Sub-District.

1 *East.*—Marri tree *Jorai* of Thumbal village in Kurpam Taluq.

1 *South.*—The interior of Sivvalavani tank in Chinna Merangi Taluq.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*continued.*

1 *West.*—The eastern outlet of Chinna Cheruvu in Chinna Merangi Taluq.

1 *North.*—Tamarind Moradu near Thivvametta in the said Taluq.

4

Out of the whole of the Inam lands within the said four boundaries, fourteen Isthuvas including Thatimanupolam, &c., of the extent of acres 99-67 cents fell in one lot to the shares of ourselves, of Sri minor Zamindar Garu, of Sri Somasekhara Raju Bahadur Garu, and Sri Jogi Raju Bahadur Garu; out of the said extent, the land relating to the three shares of Sri minor Zamindar of Merangi, Sri Somasekhara Raju Bahadur Garu and Sri Jogi Raju Bahadur Garu being excluded, our one-fourth share of land is of the extent of acres 24-93 cents.

Lands purchased by ourselves.

1. Isthuva called Vupparthy people's *manyam* consisting of 4 acres under Godai Tank purchased from Vupparthi Appiah and others forming one plot out of Malguzari Inam lands of the extent of 224 acres and 65 cents comprised in Inam Patta No. 439 in the said Alluvada Village.

1. One plot of dry land.

1 *East.*—Mettavanka Guddai of Boyina Polayya which is repaired.

1 *South.*—Ridge of Alluvada Buchaiah's Mirasi Guddai.

1 *West.*—Nukalammma Guddai.

1 *North.*—Metta Guddai relating to Subhadramma's field.

4

2 Plots of wet land.

1 For one plot.

1 *East.*—Junny's field.

1 *South.*—Thatimanupolam Chavakavvuttara Guttu.

1 *West.*—Cattle-path.

1 *North.*—Ippamanubandalopu cattle-path.

4

1 For 1 plot.

1 *East.*—Pasikuvany's polam chavaka.

1 *South.*—Thatimanupolam wet.

1 *West.*—Junnipolem wet.

1 *North.*—Madapalapolam.

4

2

3

1. Wet land of the extent 3 acres and 5 cents called Marripolam under Pittalacheruvu purchased from Marri Thaliah and forming one plot out of *Malguzari* Inam lands of the total extent of acres 224—65 cents comprised in Inam Patta No. 439 in the said Alluvada village.

1 *East.*—Kunchi manupalam.

1 *South.*—Payipolam Bandagarbham.

1 *West.*—Pathway leading from Alluvada to Lingalavalsa.

1 *North.*—Alluvada Thandasivady's *Thirasthu.*

4

1. Land of the extent 3 acres and 5 cents called Bondilipolam under Pittalacheruvu purchased from Bandili Bodammah and others and forming one plot out ot *Malguzari* Inam lands of the extent of acres 224-65 cents comprised in Inam Patta No. 439 in the said Alluvada village.

1. For one plot of dry land.

1 *East.*—Ridge relating to *Thirasth* Guddai purchased by Alluvada Buchiah from Korapana Jogulu.

1 *South.*—Varatala Polamma's field and ridge.

1 *West.*—Do. ridge.

1 *North.*—Thummamanu Kundra and ridge thereof.

4

Deputy Registrar.

1 Plot of wet land.

1 *East.*—Ridge of Ballanavaney's field in Thumbali village.

1 *South.*—Ridge of *Thirasthu* field purchased by Alluvada Buchiah from Karuppana Jogulu.

1 *West.*—Pooralala field—Matyavaka.

1 *North.*—Behara Chakarapany's *manyam.*

4

2

1. Wet land of the extent of 3 acres and 5 cents called Thokalapolam under Pittalacheruvu purchased from Thokala Somayya and forming one plot out of *Malguzari* Inam lands of a total extent of 224 acres and 65 cents comprised in Inam patta No. 439 in the said Alluvada village.

1 *East.*—Ridge of Meesala Buchiah's *Thirasthu* field.

1 *South.*—Cattle path of Lingalavalsa.

1 *West.*—Pathway fram Alluvada to Lingalavalsa.

1 *North.*—Marri Thaliah's *Thirasthu.*

4

1. Wet land of the extent 3 acres 5 cents called Amitipolam under Pittala cheruvu purchased from Amiti Byragi and forming one plot, out of *Malguzari* Inam lands of the extent of acres 224 and 65 cents comprised in Inam Patta No. 439 in the said Alluvada village.

1 *East.*—Savalagandipolam and ridge of Bandalopu field.

1 *South.*—Patipolam.

1 *West.*—Ridge of Thandasi Chendrigady's *Thirasthu* field.

1 *North.*—Chippada Santayya's *manyam.*

4

Lands purchased in the village of Poothikavalsa attached to Kurpam Zamindari in Paravatipur sub-District.

RECORD.

PART I.

In the District Court of Vizagapatam.

No 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*continued.*

1. For the Isthuva called Gaddapolem under the Gaurisagaram tank of the extent of 10 acres comprised in Inam Patta No. 538 and purchased from Gorlai Narappa Thora.

2. Dry plots.

1. For one plot.

1 *East.*—Challayya Dora's mango trees.

1 *South.*—Marri tree.

1 *West.*—Ippa tree.

1 *North.*—Guddai of Akkam Dora.

4

1 One plot.

1 *East* —Mango trees.

1 *South.*—Judi trees.

1 *West.*— Do.

1 *North.*—Sandi mango trees.

4

2

1 One plot of wet land.

1 *East.*—Tamarind trees.

1 *South.*—Tamarind tree.

1 *West.*—Cattle path.

1 *North.*—Somidai tree.

4

3

1. Kosangimanu Isthuva under Gaurisagaram tank of the extent of 8 acres comprised in Inam Patta No. 540 and purchased from Gorla Peddam Thora and others.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*continued.*

1. For one plot of dry land.

1 *East.*—Tamarind trees.

1 *South.*—Shikaya guddai of Kantaidora Valsa.

1 *West.*—Kambamanu guddai.

1. *North.*—Andarapu mango garden.

4

1. For one plot of wet land.

1 *East.*—Tumeka tree.

1 *South.*—Mango tree.

1 *West.*—Forest.

1 *North.*—Jummimanu jorai wet field.

4

1. Lands comprised in Inam Patta No. 20 purchased in Haripuram village attached to Merangi Zamindari in Parvatipur Sub-District.

1. Wet and dry land of Eratham 'Madibanda Isthuvas' of the extent of 2 acres and 43 cents purchased from Bulumuri Bheemanna.

1 *East.*—Ridge of Bangaramma's field.

1 *South.*—Battai dug by Maradana people.

1 *West.*—Ridge of Kottubanda.

1 *North.*—Ridge of Seri field.

4

1. For Isthuvas of the extent of 2 acres on the side of Vankamadi under Harisagaram purchased from Bulligapu China Jogi Dora Garu.

1. One plot of dry land.

1 *East.*—Gourammapata boundary limit and dry *gorja*.

1 *South.*—Margosa tree near Bankarama's temple.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*continued.*

1 *West.*—Chintamanu guddai.

1 *North*—Ridge of Secthapalapuguddai.

4

3 Plots of wet land.

1. One plot.

1 *East.*—Ridge of Vanta wet keld belonging to Peda Jogi Dora.

1 *South.*—Ridge of Peddamadi of the said Pedda Jogi Dora.

1. *West.*—Jeroyati dry of Battabhadra village.

1 *North*—Ridge of Akaram field in Batlabhadra village belonging to Chatala Jogi Naidu.

4

1 For one plot.

1 *East.*—Ridge of wet field belonging to Peda Jogi Dora.

1 *South.*—Ridge of Pedamadi of Peda Jogi Dora.

1 *West.*—Akaram dry in Batlabhadra village belonging to Chatala Jogi Naidu.

1 *North.*—Ridge of Akaram field in Battabhadra belonging to Chatala Jogi Naidu.

4

1. For one plot.

1 *East.*—Ridge of Chintakarrabanda.

1 *South.*—Dry land of Peda Jogi Dora.

1 *West.*—*Ravu* trees.

1 *North.*—Ridge of *mirapa* (chilly) field of Peda Jogi Dora.

4

3

4

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 63. Plaintiff's Exhibit Z. Security Bond, dated 1st November 1876.—*concluded.*

I. House-site in Talladumma village attached to Merangi Zamindary, measuring 48 cubits from east to west and 170 cubits from south to north as also the tiled house of 28 rooms erected therein.

1 *East.*—Brick wall appertaining to the said house.

1 *South.*—Mud wall relating to the backyard compound of this house.

1 *West.*—Brick wall appertaining to this house.

1 *North.*—Way for people to walk.

4

Our half share in the house-sites, situate within the said four boundaries, after excluding the half share of Sri Raja Setrucherla Somasekhara Raju Bahadur Garu. As it is not possible to mark the boundaries of the aforesaid lands separately, only the boundaries thereof as a whole are marked.

(Signed) Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.

Witnesses hereof:—

(Signed) Achati Ganga Raju.

(„) Arichi Venkata Sattiah.

Written by Singu Mahanti Gopalaswmy.

Registration endorsement.

This document was presented to the Parvatipur Sub-Registrar's office at 5 P.M., on 3rd November 1876, by the undersigned.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

The undersigned agrees to the execution of this document.

(Signed) Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, son of Sri Rajah Setrucherla Jagannadha Raju Bahadur of Kshatriya caste living in Merangi as Zamindar.

I know the party myself.

(Signed) D. SRINIVASA AIYAR,
Sub-Registrar.
3—11—76.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 16—9—92 by Collector and filed on 26—9—92 as Exhibit Z. Admitted.

(Signed) H. R. FARMER,
District Judge.

A. 81—29

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 64. Defendant's Exhibit I. Rent deed, dated 28th March 1876.

No. 64.

Defendant's Exhibit I.

Rent deed, Plaintiff's 21st witness to Jogi Raju.

To

M. R. Ry.

Sri Rajah Sri Setrucherla Jogi Raju Bahadur Garu.

Rent deed executed and presented by Vadrevu Jagannadham.

I have from this day forward arranged the rent at Rupee 0-8-0 per mensem for the tiled house at Parvatipur as also the site thereof which are on the southern side of Nandagiri Latsappa Puntulu Garu's house which you got possession of as of right by means of *Dayatwam* (partition) and in which I have hitherto been living; and I shall continue to pay the same into your Huzur. I shall vacate and put the said house and site in your possession as soon as you may order me to do so.

28*th March* 1876.

(Signed) Vadrevu Jagannadham.

Witnesses hereof:—

(Signed) Krishna Sahu.

(„) B. Adinarayanan.

Written by Vadrevu Jagannadham in his own hand.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 22—9—92 by 1st Defendant's Pleader and filed on 22—9—92 as Exhibit I. Proved.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 65. Defendant's Exhibit II. Power of Attorney, dated 20th November 1875.

No. 65.

Defendant's Exhibit II.

Power of Attorney by 2nd Defendant and 1st Plaintiff to 1st Defendant.

Muktyarnama executed on 20th November 1875 in favour of Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu by both Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu and by Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

You are hereby granted authority to take delivery as our *pratinidhi* (representative) from the Collector of Vizagapatam, who has been managing the estate of the minor Zamindar Garu on behalf of the Court of Wards, of cash, lands and other moveable and immoveable properties which we should get under the award passed by the Panchayatdars in the matter of disputes between ourselves and Sri minor Zamindar of Merangi and yourself in respect of partition and to grant receipts.

We shall therefore agree to the whole of the proceedings which you may conduct in the said matter both orally and in writing as if the same has been done by us in person.

(Signed) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

Witnesses hereof :—

(Signed) Waltair Chiranjivi.

(„) Behara Suryanarayana Patrudu.

Written by Waltair Soma Sundaram.

(Here enter registration endorsement).

(Here enter stamp vendor's endorsement).

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 23—9—92 by 1st Defendant's Pleader and filed on 23—9—92 as Exhibit II. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 65. Defendant's Exhibit III. Copy of decree in S. C. S. No. 5 of 1872 in the Parvatipur District Munsif's Court, dated 18th January 1872.

No. 66.

No. 8. *Defendant's Exhibit III.*

Copy of Decree in a Small Cause suit brought by the guardian of the Merangi minor Zamindar against certain persons.

IN THE DISTRICT MUNSIF'S COURT OF PARVATIPUR.

Small Cause No. 5 *of* 1872.

Sri Raja Setrucherla Jagannadha Raju Bahadur Garu, Zamindar of Merangi, being minor, by his guardian Nissankuni Ramachendra Patrulu Garu of Merangi, who has obtained Power of Attorney, now residing at Vizagapatam ... ... *Plaintiff.*

Pleaders Vallabhajosyulu Lutchminrisimhulu Garu and Panigrahi Raghoonatham Garu.

versus

1. Shaik Rajammadu.
2. Mogali Mirja Naikudu of Merangi. } *Defendants.*

	Rs.	A.	P.
Amount decreed to Plaintiff	16	4	0
Court costs	4	6	9
Total Rs.	20	10	9

It is ordered by the Court that the said defendants do pay the said amount into Court either on or before 25th January 1872 with interest from this date at rupee 1 per cent. per mensem.

Given under my hand and the seal of the Court, this 18th day of January 1872.

(Signed) K. JAGANNADHA DOSS,
District Munsif.

The Plaintiff is hereby informed that he should not receive the decree amount except through Court.

(Initialled) K. G.,
District Munsif.

	Rs.	A.	P.
Amount decreed	20	10	9
Interest	5	1	3
Costs	2	15	0
Total Rs...	28	11	0

Deputy Registrar.

Not recovered by the Plaintiff.

This ceased to be in force on 4th May 1874. A copy of this decree is given again to Plaintiff's pleader Vallabha Joshyulu Lakshmi Narisimhulu Garu.

9th May 1874.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—1892 by 3rd witness for 1st Defendant and filed on 26—9—1892 as Exhibit III. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 67.

No. 8. *Defendant's Exhibit III A.*

Copy of Decree in a Small Cause Suit.

IN THE DISTRICT MUNSIF'S COURT OF PARVATIPUR.

Small Cause No. 4 *of* 1872.

Sri Raja Setrucherla Jagannadha Raju Bahudur Garu, Zamindar of Merangi, being minor, by Nissankuni Ramachendra Patrulu Garu of Merangi, who has obtained Power of Attorney, now residing at Vizagapatam ... ... *Plaintiff.*

versus

1. Reddypalli Suri.
2. Sarvapalli Appayya of Merangi. } *Defendants.*

Pleaders Vallabha Joshyulu Lakshminarisimhulu Garu and Panigrahi Raghunatham Garu.

	Rs.	A.	P.
Amount decreed to Plaintiff...	21	6	4
Costs	4	12	9
Total Rs...	26	3	1

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 66. Defendant's Exhibit III. Copy of decree in S. C. S. No. 5 of 1872 in the Parvatipur District Munsif's Court, dated 18th January 1872.—*concluded.*

No. 67. Defendant's Exhibit IIIa. Copy of decree in S. C. S. No. 4 of 1872, on the file of the Parvatipur District Munsif's Court, dated 19th February 1872.

It is ordered by this Court that the said Defendants do pay into Court the said amount, either on or before the 26th February 1872 with interest from the date, at Re. 1 per cent. per mensem.

Given under my hand and the seal of the Court this 19th February 1872.

(Signed) K. JAGANNADHA DOSS,
District Munsif.

Plaintiff is informed that this decree amount should not be received except through Court.

(Initialled) K. J.,
District Munsif.

	Rs.	A.	P.
Amount decreed	26	3	1
Interest	6	8	9
Costs	2	15	0
	35	10	10

Not recovered by Plaintiff.

This ceased to be in force on 4th May 1874. A copy of this decree is given again to Plaintiff's Pleader Vallabha Josyulu Lakshminarisimhulu Garu.

9th May 1874.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—1892 by 3rd witness for 1st Defendant and filed on 26—9—1892 as Exhibit III A. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

No. 68.

Defendant's Exhibit IV.

Copy of Razinama Petition in a certain suit against 1st Plaintiff.

IN THE DISTRICT COURT OF VIZAGAPATAM

Original Suit No. 12 *of* 1874.

Sri Basava Jagga Raju Garu ... ... *Plaintiff.*

versus

Sri Setrucherla Jogi Raju Bahadur Garu ... ... *Defendant.*

Razinama petition filed by the said parties on both sides under Section 98 of the Civil Procedure Code.

We have settled amongst ourselves all the points in this suit, and we therefore pray that this suit may be struck off the file and that all the documents filed and presented by the parties on both sides may be cancelled so that they may not affect either parties on both sides or others.

Dated 10th December 1875.

(Signed) F. E. Sice,
Pleader for Defendant.

(„) A. Vencataramiah,
Plaintiff's Pleader.

(„) V. Venkiah,
Pleader.

(True copy).

DISTRICT COURT OF VZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by 3rd witness for 1st defendant and filed on 26—9—92 as Exhibit IV. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 69. Defendant's Exhibit IV*a*. Copy of Razinama Petition, dated 10th December 1875.

No. 69.

Defendant's Exhibit IVa.

Copy of Razinama Petition in a certain suit against 1st Plaintiff.

IN THE DISTRICT COURT OF VZAGAPATAM.

Original Suit No. 13 *of* 1874.

Amanubolu Sivalingam. ... ... *Plaintiff.*

versus

Sri Setrucherla Jogi Raju Bahadur Garu ... ... *Defendant.*

Razinama petition filed by the said parties on both sides under Section 98 of the Civil Procedure Code.

We have settled amongst ourselves all the points in this suit, and we therefore pray that this suit may be struck off the file and that all the documents filed and presented by parties on both sides may be cancelled so that they may not affect either parties on both sides or others.

Dated 10th December 1875.

(Signed) P. L. F. C. LONGLOIS,
Counsel for Plaintiff.

(Signed) A. Vencataramiah,
Plaintiff's Pleader.

(„) V. Venkiah,
Pleader.

(„) F. E. Sice,
Pleader.

(True copy).

DISTRIT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st defendant and filed on 26—9—92 as Exhibit IV*a*. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 70. Defendants' Exhibit IV*b*. Copy of withdrawal Petition, dated 11th December 1875.

No. 70.

Defendants' Exhibit IVB.

Copy of withdrawal Petition in A. S. No. 120 of 1875 on the file of the Vizagapatam District Court.

IN THE DISTRICT COURT OF VIZAGAPATAM.

Appeal Suit No. 120 *of* 1875.

Sri Setrucherla Jogi Raju Bahadur Garu ... ... *Applt. (Deft.)*

versus

Bodapati Lakshmayya Pantulu Garu ... ... *Respt. (Plff.)*

Petition filed by parties on both sides under Section 98 of the Civil Procedure Code.

We have settled amongst ourselves all the points relating to this suit; and the parties on both sides therefore pray that the original decree may be cancelled and that the appeal may be struck off the file.

Dated 11*th December* 1875.

(Signed) F. E. Sice,
Pleader.

(„) Bodapati Lakshmayya.

(„) V. Venkiah,
Pleader.

(True copy.)

DISTRICT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IV*b*. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 71. Defendant's Exhibit IVc. Copy of witdhrawal Petition, dated 11th December 1875.

No. 71.

Defendants' Exhibit IVC.

Copy of withdrawal Petition in A. S. No. 51 of 1875 on the file of the Vizagapatam District Court.

DISTRICT COURT OF VIZAGAPATAM.

Appeal No. 51 *of* 1875.

Sri Setrucherla Jogi Raju Bahadur Garu ... ... *Appt.* (*Deft.*).

versus.

Bodapati Lakshmayya Pantulu Garu ... ... *Respt.* (*Plff.*).

Petition filed by parties on both sides under Section 98 of the Code.

We have settled amongst ourselves all the points relating to this suit. The parties on both sides therefore pray that the original decree may be cancelled and that the appeal may be struck off the file.

Dated 11*th December* 1875.

(Signed) Bodapati Lakshmayya.

(„) V. Venkiah,
Pleader.

(„) F. E. Sice,
Pleader for Appellant.

(True copy.)

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IVC. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 72. Defendants' Exhibit IV*d*. Copy of withdrawal Petition, dated 11th December 1875.

No. 72.

Defendants' Exhibit IVD.

Copy of withdrawal Petition in A. S. No. 31 of 1875 on the file of the Vizagapatam District Court.

IN THE DISTRICT COURT OF VIZAGAPATAM.

Appeal Suit No. 31 *of* 1875.

Sri Setrucherla Jogi Raju Bahadur Garu ... ... *Appt.* (*Deft.*).

versus

Bodapati Lakshmayya Pantulu Garu ... ... *Respt.* (*Plff.*).

Petition filed by parties on both sides under Section 98 of the Civil Procedure Code.

We have settled amongst ourselves all the points relating to this suit. The parties on both sides therefore pray that the whole of the original decree may be cancelled and that the appeal may be struck off the file.

Dated 11*th December* 1875.

(Signed) F. E. Sice,
Pleader.

(„) Bodapati Lakshmayya.

(„) V. Venkiah,
Pleader.

(True copy).

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IVD. Admitted.

(S igned H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.
No. 73.
Defendants' Exhibit IVe.
Copy of withdrawal Petition, dated 11th December 1875.

No. 73.

Defendants' Exhibit IVE.

Copy of withdrawal Petition in A. S. No. 30 of 1875 on the file of the Vizagapatam District Court.

IN THE DISTRICT COURT OF VIZAGAPATAM.

Appeal Suit No. 30 *of* 1875.

Sri Setrucherla Jogi Raju Bahadur Garu ... ... *Appt. Plff. (sic.)*

versus

Bodapati Lakshmayya Pantulu Garu... ... ... *Respt. (Plff.)*

Petition filed by parties on both sides under Section 98 of the Civil Procedure Code.

We have settled amongst ourselves all the points relating to this suit. The parties on both sides therefore pray that the whole of the original decree may be cancelled and that the appeal may be struck off the file.

Dated 11*th December* 1875.

(Signed) Bodapati Lakshmayya.

(„) V. Venkiah,
Pleader.

(„) F. E. Sice,
Pleader for Appellant.
(True copy).

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IV*E*. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.
No. 74.
Defendant's Exhibit V.
Demand for quit-rent, dated 10th October 1882.

No. 74.

Defendant's Exhibit V.

Demand for quit-rent in Jogi Raju's name.

Form No. I.

Section 8-Distraint Order.

Chittella Kasenna, Batta Amin of the Office of the Deputy Tahsildar of Parvatipur Taluk is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter or if no distress is made, date of payment of arrears by defaulter.
Gadisingupuram.	Setrucherla Jogi Raju	Quit rent for 1291.	115—8—0	1882	0—8—0	115—0—0	On 29th October 1882, the amount relating to quit-rent &c, as per demand was paid to me and I received the same in cash. (Sd.) Chittella Kasenna, Batta Amin.

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter endorsing on the back of the copy of the said form a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

10*th October* 1882. (Signed) K. Narayana Murty,
Deputy Tahsildar.

A. 81—32

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 74. Defendant's Exhibit V. &c.—*concluded.*

No. 65. Defendant's Exhibit Va. Demand for quit-rent, dated 16th August 1883.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit V. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 75.

Defendant's Exhibit Va.

Demand for quit-rent in Jogi Raju's name.

Form No. I.

Section 8. Distraint Order.

Mettina Kristnama Charlu, Batta Amin of——Taluq is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter or if no distress is made, date of payment of arrears by defaulter.
Gadisingapuram.	Sri Raja Setrucherla Jogi Raja Bahadur Garu.	Land cessa for Fusli 1292.	18 5 6		0-8-0	133 13-6	As the amount of this demand is paid in cash on 24th August 1883 no distress is made. It is received upon granting a receipt. (Signed) Mettina Kristnama Charlu, Batta Amin.
		Quit-rent for 1292.	115 8 0				
			133 13 6				

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act 11 of 1864.

16*th August* 1883. (Signed) K. Narayana Murty,
Deputy Tahsildar.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 75. Defendant's Exhibit Va. &c.—*concluded.*

No. 76. Defendant's Exhibit Vb. Demand for quit-rent &c., dated 19th July 1886.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit Va. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 76.

Defendant's Exhibit Vb.

Demand for quit-rent and land cess.

Form No. 1.

Section 8—Distraint Order.

Basava Ramaswamy is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter or if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
Gadisingapuram.	Sri Raja Setrucherla Jogi Raju Bahadur Garu.	1295 quit-rent ..	115 8 0	...	0 8 0	133 13 6	Sri Rajah Setrucherla Jogi Raju Bahadur Garu having paid on 12th August 1886 to me, Basava Ramaswami, the distrainer, Rs. 133-13-6, being the land-cess and quit-rent for fusli 1295 for Gadisingu village as per demand, it has been received. (Sd.) Basava Ramaswami. *Witnesses hereof*:— („) Markandu Patnaikuni Sivaramayya. („) Behara Balarama Patrudu.
		Land cess ..	18 5 6				

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 76. Defendant's Exhibit Vb. Demand for quit-rent &c., dated 19th July 1886.— *concluded.*

The defaulter is hereby informed that if the arrears due, with all expenses of distress and batta for the distrainer, be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter endorsing on the back of the copy of the said form, a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

19*th July* 1886. (Signed) V. JAGANNADHA ROW,
Deputy Tahsildar.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit V*b*. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 77. Defendant's Exhibit Vc. Demand for quit-rent &c., dated 12th July 1887.

No. 77.

Defendant's Exhibit Vc.

Demand for quit-rent &c. in Jogi Raju's name.

Form No. I.

Section 8. Distraint Order.

Vishnubhotlu Pentiah is authorized to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter or if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
Gadisingupuram.	Sorucherla Jogi Raju Bahadur Garu.	Fasli 1296 Quit-rent & land cess.	115 8 0 18 5 6	...	0 8 0	133 13 6	

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 77. Defendants' Exhibit Vc. Demand for quit-rent &c., dated 12th July 1887.— *concluded.*

The defaulter is hereby informed that if the arrears due, with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act 11 of 1864.

12*th July* 1887. Signed V. JAGANNADHA ROW,
Deputy Tahsildar.

On 22nd July 1887, the sum of Rs. 134-5-6 (one hundred and thirty-four Rupees, five annas and six pies), made up according to this demand, of Rs. 115-8-0 for quit rent, of Rs. 18-5-6 for land-cess and Rs. 0-8-0 for batta, has been paid to me, Vihsnubhotlu Pentannah, Batta Amin of the Office of the Deputy Tahsildar of Parvatipur Taluq, and it has therefore been received. I shall pay the said sum into the said office.

(Signed) Pentannah.

Witnesses hereof :—

(Signed) Salur Pattabhiramiah.

(„) Belgam Vencataswami, Mirasidar of Kusbah, China Merangi.

Written by Kurpam Appala Jaganaikulu, Merasidar of Peda Merangi village.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VC. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 78. Defendants' Exhibit VD. Demand for quit-rent, dated 24th May 1888.

No. 78.

Defendants' Exhibit VD.

Demand for quit-rent &c. in Jogi Raju's name.

Form No. I.

Section 8. Distraint Order.

Vishnubhotlu Pentannah is authorised to distrain the properties of the undermentioned individual for the arrears of Revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter or if no distress is made, date of payment of arrears by defaulter.
Gadisingupuram.	Sri Setrucherla Jogi Raja Bahadur Garu.	1297. Quit-rent	115 8 0	...	0-8-0	133-13-6	
		Land-cess	18 5 6				

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer shonld show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter endorsing on the back of the copy of the said form a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

24th May 1888.

(Signed) K. KOTANNAH,
Deputy Tahsildar.

The amount of Rs. 133-13-6, (one hundred and thirty-three rupees, thirteen annas and six pies,) being the amount of quit-rent and &c., mentioned in this

Deputy Registrar.

demand, having been paid on 30th May 1888 to me, Vishnubhotlu Pentannah, the Batta Amin of the office of Deputy Tahsildar of Parvatipur, it has been received. I shall pay the said amount into the said office. Besides, half a rupee for batta has also been received.

(Signed) Pentannah.

Witnesses hereof:—

(Signed) B. Ramakrishnamah, *Mirasidar.*
(„) G. Somannah, *Writer.*

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 78. Defendants' Exhibit VD. &c.—*concluded.*

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VD. Admitted.

Signed H. R. FARMER,
District Judge.

No. 79.

No. 79. Defendants' Exhibit VE Demand for quit-rent &c., dated 28th February 1888.

Defendants' Exhibit VE.

Demand for quit-rent &c. in Jogi Raju's name.

Form No. 1.

Section 8—Distraint Order.

Matina Krishnama Charlu is authorized to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulters.	For which period arrears is due and particulars thereof.	Amomnt of arrears due.	Date, on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or if no distress is made, date of payment of arrears by defaulter.
Gadisingupuram.	Sri Rajah Setrucherla Jogi Raja Bahadur Garu.	Land-cess	Rs. A. P.				
		1291	18 15 6				
		1290	1 11 0				
		1289	3 14 6	...	0-8-0	31-12-0	Are due.
		1288	3 14 6				
		1286	3 14 6				

RECORD.

PART I.

In the District Court of Vizagapatam.

No 79. Defendants' Exhibit VE. Demand for quit-rent &c., dated 28th Feb 1886 — *concluded.*

The defaulter is hereby informed that if the arrears due with all the expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note:—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter endorsing on the back of the said form a list of the property distrained and the the name of the place where it is kept, under Section 8 of Act II of 1864.

28*th February* 1886. (Signed) V. JAGANNADHA ROW,
Deputy Tahsildar.

You have paid me, on 2nd March 1886, Rs. 31-12-0 the principal and Rs. 0-8-0 the batta, in all thirty-two rupees four annas, according to this demand, and the same has therefore been received. I shall pay the said thirty-two Rupees and four annas into the Court of the Deputy Tahsildar of Parvatipur Taluq.

(Signed) Matina Krishnama Charlu,
Batta Amin.

Witness hereof.

(none).

Written by Matina Krishnama Charlu in his own hand.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VE. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 80. Defendants' Exhibit VI. Demand for quit-rent &c., dated 30th September 1884.

No. 80.

Defendants' Exhibit VI.

Demand for quit-rent and land cess for fuslis 1291-92.

Act II of 1864. Form No. 1.

Section 8. Distraint Order.

Inti Appadu is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.		
Alluvada.	Sri Rajah Setrucherla Jogi Raju Bahadur Garu.	Quit-rent and Land (cess) for fusli 1291.	55 2 1 6 13 11	...	0 8 0		
		Quit-rent and Land (cess) for fusli 1292.	55 2 1 6 13 11				
			124 0 0				

The defaulter is hereby informed that if the arrears due with all expenses of distraint and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8, clause I of Act II of 1864.

OFFICE OF THE DY. TAHSILDAR OF PARVATIPUR, 30*th September* 1884. CAMP PARVATIPUR. } (Signed) (Illegible),
Dy. Tahsildar.

As the amount of Rs. 124-8-0, made up of Rs. 124-0-0 being the quit-rent and land cess for Fuslis 1291 and 92, and Re. 0-8-0 being the batta, as mentioned on the reverso of this demand, has been paid to me—Inti Appannah, Batta peon of the office of the Deputy Tahsildar of Parvatipur, on 6th October 1886,

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 80. Defendants' Exhibit VI. Demand for quit-rent, &c, dated 30th September 1884.—*concluded.*

the same has been received. I shall pay the said amount into the office of the Deputy Tahsildar of Parvatipur.

(Mark of) Appannah.

Witnesses hereof:—

(Signed) Gudagamma Balaramiah.

(„) Boddana Anirenaidu.

Written by Alluvada Venkanna.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—1892 by the 3rd witness for 1st Defendant and filed on 26—9—1892 as Exhibit VI. Admitted.

(Signed) H. R. FARMER,

District Judge.

No. 81. Defendants' Exhibit VIa. Demand for quit-rent &c.

No. 81.

Defendants' Exhibit VIa.

Demand for quit-rent and land cess for fusli 1293.

Act II of 1864.

Form No. 1.

Section 1. Distraint Order.

Velum Appadu is authorised to distrain the properties of the undermentioned individual for the arrears of revenue due by him.

Name and number of the village.	Name of the Defaulter.	For which period arrears is due.	Amount of arrears due.	Date on which arrears fell due	Batta to the distrainer.	Amount up to date and rate of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.	
			Rs. A. P.		Rs. A. P.			Rs. A. P.
Alluvada	Sri Raja Setrucherla Jogi Rrju Bahadur Garu.	Fusli 1293.	55 12 9	Up to 6th Oct. 1884.	8 8 0	At one rupee per cent from 6th Oct. 1884 up to 15th Feby. 1885. Rs. 8-14-10.	Principal ...	55 12 9
							Interest ...	8 14 10
								64 11 7

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 78. Defendants' Exhibit VIa. Demand for quit-rent &c.—*concluded.*

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Clause 1 of Section 8 of Act II of 1864.

OFFICE OF THE DY. TAHSILDAR OF *Parvatipur, dated* } (Signed)————, *Dy. Tahsildar.*

The sum of Rs. 65-3-7 (sixty-five rupees, three annas and seven pies) madeup of Rs. 55-12-9 being quit-rent, Rs. 8-14-10 being interest, and Re. 0-8-0 being batta as per demand has been paid to me Velum Appadu—Court peon, on 5th May 1885 and the same has been received in cash. I shall pay the said money into the office of the Dy. Tahsildar of Parvatipur.

(Mark of) Velum Appadu.

Witnesses hereof :—

Written by Belgam Venkataswami.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VI*a*. Admitted.

(Signed) H. R. FARMER,

District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No 82. Defendants' Exhibit VIb. Demand for quit-rent &c., dated 10th December 1886

No. 82.

Defendants' Exhibit VIb.

Demand for quit-rent for Fasli 1295.

Form No. I.

Section 8. Distraint Order.

Govindu Venkatanarasiah, Batta Amin of the Parvatipur Taluq, is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.		
No. 3 Alluvada.	Sri Setrucherla Jogi Raju Bahadur Garu.	Quit-rent for Fasli 1295	55 12 9	16th October 1885.	0 8 0		The amount should be recovered with subsequent interest.
		Interest from 16-10-85 to 30-10-96.	6 5 6				
			62 12 3				
		Land (cess) for 1295	6 15 3				
		Interest from 16-10-85 to 30-10-86.	0 13 5				
			70 8 11				

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1364.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No 82. Defendants' Exhibit VIb. Demand for quit-rent &c., dated 10th December 1886.—*concluded.*

10*th December* 1886. (Signed)———— (illegible),
Deputy Tahsildar.

Govindu Vencatanarasiah, Amin of the office of the Deputy Tahsildar of Parvatipur Taluq having shown the demaund, on 22nd December 1886, to the defaulter Sri Rajah Setrucherla Jogi Raju Bahadur Garu, the sum of rupees 71-0-11, seventy one rupees and eleven pies, being the amount of all items such as quit rent &c,, inclusive of batta mentioned herein has been paid and the same has been received. I shall pay this amount into the Deputy Tahsildar's Office of the said Taluq.

(Signed) Govindu Venkatanarasiah, Amin.

Written in (my) own hand.

DSTRT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VI*b*. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 83.

Defendants' Exhibit VIc.

No. 83. Defendants' ExhibitVIc. Demand for quit-rent &c., dated 20th January 1889.

Demand for quit-rent in Jogi Raju's name for fusli 1296.

Form No. 1.

Section 8. Distraint Order.

———is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.			Rs. A. P.	
Alluvada.	Sri Raja Setrucherla Jogi Raju Bahadur Garu.	Quit-rent for Fasli 1296.	55 2 9	...	0-8-0	55 12 9	Principal.
						6 1 7	Interest.
						67 14 4	

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 83. Defennants' Exhibit VIc. Demand for quit-rent &c., dated 20th January 1889.—*concluded.*

The defaulter is hereby iuformed that if the arrears due with all expenses of distraint and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is shown, distress should be made. On the day of distraint of property a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

20*th January* 1889. (Signed) V. SANYASIAH,
Dy. Tahsildar.

On 30th January 1889, Rs. 55-12-9 being the quit-rent, Rs. 6-1-7 being the interest, and Rs. 0-8-0 being the batta, in all Rs. 62-6-4 mentioned in this demand has been paid to me Vishnubhotla Pentiah and the same has been received in cash.

(Signed) Pentanna.

Witness hereof:—

(Signed) Bongu Thammi Naidu.

Written by Alluvada Venkanna.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VIc. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 84. Defendants' Exhibit VId. Demand for quit-rent &c., dated 20th January 1889.

No. 84.

Defendants' Exhibit VId.

Demand for quit-rent and land-cess for Fuslis 1296—1297.

Form No. I.

Section 8. Distraint Order.

——is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
Alluvada.	Sri Setrucherla Jogi Raju Bahadur Garu.	Land-cess for fuslis 1296—1297.	13 14 6	...	0 8 0	13 14 6	Principal.
						2 9 3	Interest.
						16 7 9	

The defaulter is hereby informed that if the arrears due with all expenses of distraint and the batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

20*th January* 1889. (Signed) V. Sanyasiah,
Deputy Tahsildar.

As mentioned in this demand, Rs. 13-14-6 being the land cess, Rs. 2-9-3 being the interest, and Rs. 0-8-0 being the batta, in all Rs. 16-15-9, sixteen

RECORD.

PART I.

In the District Court of Vizagapatam.

Rupees, fifteen annas and nine pies, have been paid to me, Velisetty Venkiah, by you on 30th January 1889, and the same has been received in cash.

Witness hereof. (Mark of) Venkiah.

(Signed) Belagam Ramakrishnama.

Written by Alluvada Venkanna.

No. 84. Defendants' Exhibit VId. Demand for quit-rent &c.—*concluded.*

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VId. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 85. Defendants' Exhibit VII. Demand for quit-rent, &c., dated 21st May 1888.

No. 85.

Defendant's Exhibit VII.

Demand for quit-rent and land-cess for fusli 1297.

Form No. I.

Section 8. Distraint Order.

Vishnubhotla Pentanna is authorized to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter or if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.			Rs. A. P.	
Hamlet of Sivvam in Sitharamapuram.	Sri Rajah Setrucherla Jogi Raju Bahadur Garu of Merangi.	Fasli 1297 Quitrent & landcess.	1 6 0	...	0 8 0	2 2 3	Principal.
			0 12 3			0 4 0	Interest.
						2 6 3	

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

The defaulter is hereby informed that if the arrears due, with all expenses for distraint and batta for the distrainer, be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of the property distrained, and the name of the place where it is kept, under Section 8 of Act II of 1864.

21*st May* 1888. (Signed) K. KOTANNA,
Deputy Tahsildar.

No. 85. Defendants' Exhibit VII. Demand for quit-rent, &c., dated 21st May 1888.—*concluded.*

On 30th May 1888, Rs. 2-6-3, two rupees, six annas and three pies, being the amount of quit-rent &c., relating to this demand, have been paid to me, Vishnubotla Pentanna, Batta peon of the office of the Deputy Tahsildar of Parvatipur, and the same has been received. The amount of Re. 0-8-0, eight annas, being the batta is also received.

(Signed) Pentanna.

Witness hereof.

(Signed) Belagam Rathakrishnama,
Mirasidar.

Written by Alluvada Venkanna.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VII. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 86. Defennants' Exhibit VIII. Demand for quit-rent &c., dated 4th February 1886.

No. 86.

Defendants' Exhibit VIII.

Demand for quit-rent &c., for fusli 1292.

Form No. I of Act II of 1864.

Section 8—Distraint Order.

Itti Appadu, Batta Amin, is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Interest up to date.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
Kannapadoravalsa.	Sri Setrucherla Jogi Raju Bahadur Garu.	Quit-rent and Land (cess) For Fusli 1292.	Rs. A. P. 8 0 0 1 0 0 — 9 0 0	...	0—8—0	...	

The defaulter is hereby informed that if the arrears due with all expenses of distress and the batta for the distrainer be not previously discharged, the property so distrained, will be sold at once in auction.

Note:—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

OFFICE OF THE DEPUTY TAHSILDAR OF PARVATIPUR, *4th February* 1886, *Camp Parvatipur.* (Signed) ——— (illegible), *Deputy Tahsildar*

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 86. Defendants' Exhibit VIII. Demand for quit-rent &c., dated 4th February 1886.—*concluded.*

As you have paid me as per this demand Rs. 9-0-0 being the quit-rent, &c., cess and batta Re. 0-8-0, in all nine rupees and eight annas, on 8th April 1886, it has been received. I shall pay and get the said amount credited in the office of the Deputy Tahsildar of Parvatipur.

(Mark of) Inti Appadu,
Batta Amin.

Witnesses hereof:—
(Signed) Bongu Thammi Naikudu,
Village Munsif of Jalluvadu.
(„) Gorochinam Naidu.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st defendant and filed on 26—9—92 as Exhibit VIII. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 87.

No 87. Defendants' Exhibit VIIIa. Demand for quit-rent &c., dated 20th December 1886.

Defendants' Exhibit VIII a.

Demand for quit-rent &c., for fusli 1295.

Form No. 1.

Section 8. Distraint Order.

Vishnubhotla Pentiah of Parvatipur Taluq is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
Kannapadoravalsa.	Sri Raja Setrucherla Jogi Raju Bahadur Garu.	Relating to Fusli 1295 Quit-rent. Land-(cess).	Rs. A. P. 8 0 0 1 0 0 — 9 0 0	...	Rs. A. P. 0 8 0		

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 87. Defendants' Exhibit VIIIa. Demand for quit-rent &c., dated 20th December 1886.—*concluded.*

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

(Signed)————(illegible),

Deputy Tahsildar.

20th December 1886.

As the sum of Rs. 9-8-0, nine rupees and eight annas being the amount of quit-rent and land-cess inclusive of batta, according to the said demand, has been paid to me, Vishnubhotla Pentiah, Batta Amin of the Court, the same has been received. I shall pay the said amout into the office of the Deputy Tahsildar of Parvatipur Taluq.

4th January 1887. (Signed) Pentanna.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VIIIa. Admitted.

(Signed) H. R. FARMER,

District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 88. Defendants' Exhibit VIIIb. Demand for quit-rent, &c., dated 11th August 1887.

No. 88.

Defendants' Exhibit VIIIb.

Demand for quit-rent &c., for fusli 1296.

Form No. 1.

Section 8. Distraint Order.

————is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	
Kannapadoravalsa.	Sri Setrucherla Jogi Raja Bahadur Garu.	Quit-rent for fusli 1296 8 0 0 1 0 0 Land-cess	9 0 0	1 7 87	0 8 0	9 8 0	

The defaulter is hereby informed that if the arrears due with all expenses of distress and the batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

11th August 1887. (Signed) C. Somayajulu,

Deputy Tahsildar.

As the sum of Rs. 9-8-0 (nine rupees and eight annas) made up of Rs. 8 for quit-rent, of Rs. 1 for land-cess and of annas 8 for batta, has been paid, accord-

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 88. Defennants' Exhibit VIII*b*. Demand for quit-rent &c., dated 11th August 1887. —*concluded.*

ing to this demand, to me, Mareddy Adinarayana, Batta Amin of the Court, on 19th August 1887, it has been received. I shall pay the said sum into the Office of the Deputy Tahsildar of Parvatipur Taluq.

(Signed) Mareddy Adinarayana.

Witness hereof:—

(Signed) Mavuluru Jagannadham.

Written by Gadagamma Somanna.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VIII *b*. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 89.

No. 89. Defendants' Exhibit VIIIc. Demand for quit-rent &c., dated 12th July 1888.

Defendants' Exhibit VIIIc.

Demand for quit-rent &c., for fusli 1297.

Form No. 1.

Section 8. Distraint Order.

———is authorised to distrain the properties of the undermentioned individual for arraars of revenue due by him.

Name and number of the village	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
Kaunapudoravalsa.	Sri Setrucherla Jogi Raju Bahadur Garu.	1297	8 0 0	Quit-rent			
			0 5 9	Interest	0 8 0	8 13 9	
			8 5 9				

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 89. Defendants' Exhibit VIIIc. Demand for quit-rent &c., dated 12th July 1888.—*concluded.*

The defaulter is hereby informed that if the arrears due with all expenses of distress and the batta for the distrainer, be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

(Signed) V. SANYASIAH,
Deputy Tahsildar.

12*th July* 1888.

According to the said demanded, Rs. 8-13-9, eight rupees, thirteen annas and nine pies, made up of Rs. 8 for quit-rent, of Re. 0-5-9 for interest and Re. 0-8-0 for batta, having been paid to me—Chavara Ramaswami—Batta Amin, the same has been received. I shall pay the said amount into the Office of the Deputy Tahsildar of Parvatipur.

28*th August* 1888. (Mark of) Ramaswamy.

Written by Gadagamma Somanna.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced as 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VIIIc. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 90. Defendants' Exhibit VIII*d*. Demand for quit rent &c., dated 12th September 1888.

No. 90.

*Defendants' Exhibit VIII*d*.*

Demand for quit-rent &c., for fusli 1297.

Form No I.

Section 8. Distraint Order.

——— is authorised to distrain the properties of the under mentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
Kannapadoravalsa.	Sri Rajah Setrucherla Jogi Raju Bahadur Garu.	Fusli 1297.	1 0 0 0 3 1	Batta (?)	0 8 0	1 11 1	
			1 3 1				

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer, be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter endorsing on the back of the copy of the said form a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

12*th September* 1888. (Signed) V. SANYASIAH,
Deputy Tahsildar.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 90. Defendants' Exhibit VIII*d*. Demand for quit-rent &c., dated 12th September 1888.—*concluded*.

No. 91. Defendants' Exhibit VIII*e*. Demand for quit-rent &c., dated 12th July 1890.

As your gumasta has paid in cash to me, Velisetty Venkiah, batta peon of this Court, on 14th September 1888, Rs. 1-11-1, one rupee, eleven annas and one pie, being the land-cess, interest and batta according to this demand, the same has been received.

(Mark of) Venkiah,

Witness hereof.

(Signed) G. Ramayya.

Written by R. Lakshminarayana, Mirasidar of Pippalabhadra.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—1892 by the 3rd witness for 1st Defendant and filed on 26—9—1892 as Exhibit VIII*d*. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 91.

*Defendants' Exhibit VIII*e*.*

Demand for quit-rent and land-cess for fusli 1298.

Form No. 1.

Section 8. Distraint Order.

The batta peon of the office of the Deputy Tahsildar of Parvatipur Taluq is authorized to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period the arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
Kannapadorasavalsa, No. 1.	Setrucherla Jogi Raju Garu.	Land cess for fusli 1298.	1 1 10	...	0 8 0	1 1 10	Principal.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 91. Defendants' Exhibit VIIIe. Demand for quit-rent &c., dated 12th July 1890.—*concluded.*

The defaulter is hereby informed that if the arrears due with all the expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

12*th July* 1890.

(Signed) ————, (illegible.)

Deputy Tahsildar.

As the two ryots, Thatta Appala Naidu and Tentu Musala Naidu who were cultivating the land have paid in cash to me, Yenugola Vencatasawmy, batta peon of the office of the Deputy Tahsildar of Parvatipur Taluq, Rs. 1-9-10 (one rupee, nine annas and ten pies), made up of Rs 1-1-10 for land cess and Re. 0-8-0 for batta, as mentioned in this demand on 20th July 1890, it has been received.

(Mark of) Vencatasawmy.

Witnesses hereof :—

Written by Singumahanti Pattabhiramayya.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VIIIe. Admitted.

(Signed) H. R. FARMER,

District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 92. Defendants' Exhibit VIIIf. Demand for quint-rent &c., dated 12th July 1890.

No. 92.

Defendants' Exhibit VIIIf.

Demand for quit-rent &c., for fusli 1298.

Form No. 1.

Section 8. Distraint Order.

The batta peon of the office of the Deputy Tahsildar of Parvatipur Taluq is authorized to distrain the properties of the undermentioned individual for the arrears of revenue due by him.

Name and number of the village.	Name of the defaulters	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.				
Kannappa Doravalsa, No. I.	Setrucherla Jogi Raju Garu.	Quit-rent for fusli 1298.	8 15 0	...	0 8 0	8 15 0	Principal.

The defaulter is hereby informed that, if the arrears due with all the expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter endorsing on the back of the copy of the said form, a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

12*th July* 1890. (Signed) ————, (illegible).

Deputy Tahsildar.

On 20th July 1890, the two ryots, Thatta Appala Naidu and Tentu Musala Naidu who were cutivating the lands, having paid, in cash, to me, Yenugula Vencatasawmy, batta peon of the office of the Deputy Tahsildar of

RECORD. PART I. *In the District Court of Vizagapatam.*

Parvatipur Taluq Rs. 8-8-0 (eight rupees and eight annas) made up of Rs. 8-0-0 for quit-rent and Re. 0-8-0 for batta, and also Re. 0-15-0 (fifteen annas) for interest, as mentioned in this demand, it has been received.

(Mark of) Vencatasawmy.

Witness hereof.

Written by Singimahanti Pattabhiramayya.

No. 92. Defendants' Exhibit VIII*f*. &c.—*concluded.*

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit VIII*f*. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 93. Defendant's Exhibit IX. Demand for quit-rent &c., dated 1st January 1888.

No. 93.

Defendants' Exhibit IX.

Demand for quit-rent &c. for fusli 1295.

Form No. I.

Section 8. Distraint Order.

Belagam Somasundaram of Parvatipur Taluq is authorised to distrain the properties of the undermentioned individual for the arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.				
China Merangi.	Siri Jogi Raju Bahadur Garu.	Quit-rent for fusli 1295.	5 0 0	1st Item.			
			2 4 0	2nd ,,			
			5 8 0	3rd ,,			
			2 0 0	4th ,,			
			9 0 0	5th ,,			
			23 12 0		0 8 0		

Deputy Registrar.

RECORD. PART I. *In the District Court of Vizagapatam.*

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

1*st January* 1887. (Signed) G. Vencatrama Doss,
Head Gumastah,
for
Deputy Tahsildar.

No. 93. Defendants' Exhibit IX. Demand for quit-rent, &c., dated 1st January 1888.—*concluded.*

As the principal sum of Rs. 23-12-0 hereof as also batta Re. 0-8-0 has been paid on 20th January 1887, this receipt is filed on this date.

(Signed) Belagam Somasundaram,
Amin.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IX. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 94. Defendants' Exhibit IX*a*. Demand for quit-rent &c., dated 31st May 1888.

No. 94.

Defendant's Exhibit IXa.

Demand for quit-rent for fusli 1296.

Form No. 1.

Section 8. Distraint Order.

———is authorised to distrain the properties of the undermentioned individual for the arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
China Merangi.	Sri Setrucherla Jogi Raju Bahadur Garu.	1296	Rs. A. P. 5 8 0 0 14 0 6 6 0	Quit-rent. Land cess.	Rs. A. P. 0 8 0	Rs. A. P. 6 14 0	16—6—88

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy shou'd be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

31*st May* 1888. (Signed) G. Vencatrama Doss,
Head Clerk for Dy. Tahsildar.

The arrears mentioned herein, *viz.*, Rs. 6-6-0 and batta Re. 0-8-0, in all Rs. 6-14-0 (six rupees and fourteen annas) has been paid, and therefore it has been received.

CHINA MERANGI.
16*th June* 1888. } (Signed) Vencatanarasiah,
Batta Amin.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 94. Defendants' Exhibit IX*a*. &c.—*concluded.*

No. 95. Defendants' Exhibit IX*b*. Demand for quit-rent &c., dated 31st May 1888.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IX*a*. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 95.

Defendants' Exhibit IXb.

Demand for quit-rent and land-cess for fusli 1296.

Form No. 1.

Section 8. Distraint Order.

Govindu Vencatanarasayya of Parv tipur Taluq is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made date of payment of arrears by defaulter.
Chinna Merangi.	Sri Setrucherla Jogi Raju Garu.	1296.	Rs. A. P. 2 4 0 0 5 0 2 9 0	Quit-rent. Land cess.	Rs. A. P. 0 8 0	Rs. A. P. 3 1 0	16 6 88

The defaulter is hereby informed that if the arrears due with all expenses of distraint and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

31*st May* 1888. (Signed) G. Vencatarama Doss,
Head Clerk, for Dy. Tahsildar.

RECORD.

PART I.

In the District Court of Vizagapatam.

The amount of arrears hereof, *viz.*, Rs. 2-9-0 and batta Re. 0-8-0, in all Rs. 3-1-0, three rupees and one anna, has been paid, and therefore it has been received.

16*th June* 1888. (Signed) Govindu Venkatanarasayya,
Batta Amin.

No. 95. Defendants' Exhibit IX*b*. Demand for quit-rent &c., dated 31st May 1888.—*concluded.*

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IX*b*. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 96. Defendants' Exhibit IX*c*. Demand for quit-rent &c., dated 31st May 1888.

No. 96.

Defendants' Exhibit IXc.

Demand for quit-rent and land-cess for fusli 1296.

Form No. 1.

Section 8. Distraint Order.

Marrapu Somanna of Parvatipur Taluq is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due.	Amount of arrears due.	Date on which arrears fell due	Batta to the distrainer.	Amount up to date and rate of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
China Merangi.	Sri Setrucherla Jogi Raju Bahadur Garu.	1296.	0 9 0	Quit-rent.			
			0 1 3	Land-(cess.)	0 8 0	1 2 3	
			0 10 3				

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

31*st May* 1888. (Signed) G. Vencatarama Doss,
Head Gumastah for Deputy Tahsildar.

No. 96. Defendants' Exhibit IX*c*. Demand for quit-rent &c., dated 31st May 1888.—*concluded.*

As the amount of Rs. 1-2-3, one rupee, two annas and three pies being the quit-rent &c. inclusive of batta mentioned on the reverse of this demand, has be in paid to me, Marrapu Somanna, peon of the office, on 10th July 1888, the same has been received. I shall pay the said amount into the office of the Deputy Tahsildar of Parvatipur.

Witnesses hereof:—

(Mark of) Somanna.

(Signed) Alluvada Venkanna, Mirasidar of Alluvada.

Written by G. Somanna.

DISTRCT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—1892 as Exhibit IX*c*. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 97.
Defendants' Exhibit IX*d*.
Demand for quit-rent &c., dated 31st May 1888.

No. 97.

Defendants' Exhibit IXd.

Demand for quit-rent &c., for Fusli 1296.

Form No. I.

Section 8, Distraint order.

Govindu Vencatanarasiah of Parvatipur Taluq is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
China Merangi.	Sri Setrucherla Jogi Raju Bahadur Garu.	1296	5 0 0	Quit-rent.	0 8 0	6 2 0	16—6—88.
			0 10 0	Land (cess.)			
			5 10 0				

The defaulter is hereby informed that if the arrears due with all expenses of distress and the batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

31*st May* 1888.

(Signed) G. Vencatrama Doss,
Head Clerk for *Deputy Tahsildar.*

Deputy Registrar.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 97.
Defendants' Exhibit IX*d* &c.—*concluded.*

The amount of arrears herein *viz.*, Rs. 5-10-0 and batta Re. 0-8-0 in all Rs. 6-2-0, six rupees and two annas, having been paid the same has been received.

CHINA MERANGI.
16*th June* 1888.

(Signed) Govindu Venkatanarasiah,
Batta Amin.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IX*d*. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 98.
Defendants' Exhibit IX*e*.
Demand for quit-rent &c., dated 31st May 1888.

No. 98.

Defendants' Exhibit IXe.

Demand for quit-rent &c., for fusli 1296.

Form No. I.

Section 8, Distraint Order.

Govindu Venkatanarasiah of Parvatipur Taluq, is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
China Merangi.	Sri Rajah Setrucherla Jogi Raju Bahadur Garu.	1296	2 0 0	Quit-rent.	0 8 0	2 13 0	16 6 88.
			0 5 0	Land-(cess)			
			2 5 0				

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 98. Defendants' Exhibit IXe. Demand for quit-rent &c., dated 31st May 1888.—*concluded.*

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

31*st May* 1888. (Signed) G. Vencatarama Doss,

Head Clerk for *Deputy Tahsildar.*

The amount of arrears hereof *viz.*, Rupees 2-5-0 and batta Rupee 0-8-0, in all Rupees 2-13-0, two rupees and thirteen annas, having been paid, the same has been received.

CHINA MERANGI. 16*th June* 1888. (Signed) Govindu Vencatanarasiah,

Batta Amin.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IXe. Admitted.

(Signed) H. R. FARMER,

Distict Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 29. Defendants' Exhibit IX*f*. Demand for quit-rent, &c., dated 12th August 1888.

No. 99.

Defendants' Exhibit IXf.

Demand for quit-rent &c. for fusli 1297.

Form I.

Section 8, Distraint Order.

———of Parvatipur Taluq is authorized to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amounnt of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
China Mirangi.	Sri Setrucherla Jogi Raju Bahadur Garu.	1297	5 8 0 0 4 0	Quit-rent. Interest.	0 8 0	6 4 0	
			5 12 0				

The defaulter is hereby informed that if the arrears due with all expenses of distress and the batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

12*th August* 1888. (Signed) V. SANYASIAH,

Deputy Tahsildar.

The defaulter, Sri Setrucherla Jogi Raju Bahadur Garu, having paid the amount of this demand, *viz.*, six Rupees and four annas to me, Chevara

RECORD. Ramaswamy, Batta Amin of the (office of) the Deputy Tahsildar of Parvatipur, this receipt is granted.

PART I. 17*th August* 1888. (Mark of) Ramaswami.

In the District Court of Vizagapatam. *Witness hereof.*

(Signed) Markonda Patnayakuni Authiah.

No. 99. Defendants' Exhibit IX*f*. Demand for quit-rent &c., dated 12th August 1888. —*concluded.* Written by Ankavaram Rajanna.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit 1X*f*. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 100.

No. 100. Defendants' Exhibit IX*g* Demand for quit-rent &c., dated 25th August 1888.

Defendants' Exhibit IXg.

Demand for quit-rent &c. for fusli 1297.

Form No. I.

Section 8. Distraint Order.

———of Parvatipur Taluq is authorized to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.			Rs. A. P.	
China Merangi.	Sri Raja Setrucherla Jogi Raju Bahadur Garu.	Quit-rent for fusli 1297.	2 0 0	Quit-rent	0-8-0	2 9 5	
			0 1 5	Interest.			
			2 1 5				

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 100. Defendants' Exhibit IX*g*. Demand for quit-rent &c., dated 25th August 1888. —*concluded.*

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

25*th August* 1888. (Signed) V. SANYASIAH,
Dy. Tahsildar.

According to the said demand, Rs. 2-0-0 for quit-rent, Rs. 0-1-5 for interest and Re. 0-8-0 for batta—in all Rs. 2-9-5, two rupees, nine annas and five pies, having been paid to me, Vishnubhotla Pentanna, Court Batta Peon, the same has been received. I shall pay the said amount into the office of the Deputy Tahsildar of Parvatipur.

28*th August* 1888. (Signed) Pentanna,
Batta Amin.

Written by G. Somanna.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IX*g*. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 101. Defendants' Exhibit IX*h*. Demand for quit-rent &c., dated 25th August 1888.

No. 101.

Defendants' Exhibit IXh.

Demand for quit-rent &c., for fusli 1297.

Form No. 1.

Section 8. Distraint Order.

———of Parvatipur Taluq is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
China Merangi.	Sri Setrucherla Jogi Raju Bahadur Garu.	1297	0 9 0	Quit-rent.	0 8 0	1 1 5	
			0 0 5	Interest.			
			0 9 5				

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction,

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

25*th August* 1888. (Signed)———— (illegible),
Deputy Tahsildar.

According to the said demand, annas 9 for quit-rent, pie 5 for interest and annas 8 for batta in all Rs. 1-1-5, one rupee, one anna and five pies, having been

Deputy Registrar.

paid to me, Vishnubhotla Pentanna, Court Batta Peon, it has been received. I shall pay the said amount into the office of the Dy. Tahsildar of Parvatipur.

28*th August* 1888. (Signed) Pentanna.

Witness hereof:—
Written by G. Somanna.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 101. Defendants' Exhibit IX*h*. &c.,—*concluded.*

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IXH. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 102.

No. 102. Defendants' Exhibit IX*i*. Demand for quit-rent &c., dated 12th August 1888.

Defendants' Exhibit IXi.

Demand for quit-rent &c., for fusli 1297.

Form No. I.

Section 8—Distraint Order.

of Parvatipur Taluq is authorised to distrain the properties of the undermentioned individual for arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of payment of arrears by defaulter.
			Rs. A. P.		Rs. A. P.	Rs. A. P.	
China Merangi.	Sri Setrucherla Jogi Raju Bahadur Garu.	1297	5 0 0	Quit-rent.	0 8 0	5 11 7	
			0 3 7	Interest.			
			5 3 7				

RECORD.
PART I.
In the District Court of Vizagapatam.
No. 102. Defendants' Exhibit IXi. Demand for quit-rent &c., dated 12th August 1888. —*concluded.*

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer, be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

(Signed) ————(Illegible),

12*th August* 1888. *Deputy Tahsildar.*

The defaulter Sri Rajah Setrucherla Jogi Raju Bahadur Garu having paid the amount of this demand *viz.*, five Rupees, eleven annas and seven pies, to me; Chevara Ramaswamy, Batta Peon of (the office of) the Deputy Tahsildar of Parvatipur, this receipt is granted.

17*th August* 1888. (Mark of) Ramaswamy.

Witness hereof:—

(Signed) Markonda Patnaikuni Authiah.

Written by Ankavaram Rajanna.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IX*i*. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.
PART I.
In the District Court of Vizagapatam.
No. 103. Defendants' Exhibit IX*j*. Demand for quint rent &c. dated 12th August 1888,

No. 103.

Defendants' Exhibit IXj.

Demand for quit-rent &c., for fusli 1297.

Form No. 1.

Section 8. Distraint Order.

————is authorised to distrain the properties of the undermentioned individual for the arrears of revenue due by him.

Name and number of the village.	Name of the defaulter.	For which period arrears is due and particulars thereof.	Amount of arrears due.	Date on which arrears fell due.	Batta to the Distrainer.	Amount of arrears up to date of distraint and particulars of interest.	Date of distress and date of delivery of copy to defaulter, or, if no distress is made, date of paymen of arrears by defaulter.
			Rs. A. P.		Rs. A. P.		
China Merangi.	Sri Setrucherla Jogi Rajah Bahadur Garu.	1297.	2 4 0	Quit-rent.	0 8 0	2 13 10	
			0 1 10	in-terest.			
			2 5 10				

The defaulter is hereby informed that if the arrears due with all expenses of distress and batta for the distrainer be not previously discharged, the property so distrained will be sold at once in auction.

Note.—The distrainer should show this order to the defaulter. If the amount due be not paid at once after it is so shown, distress should be made. On the day of distraint of property, a copy should be delivered to the defaulter, endorsing on the back of the copy of the said form, a list of the property distrained and the name of the place where it is kept, under Section 8 of Act II of 1864.

(Signed)————(illegible),
Deputy Tahsildar.

12*th August* 1888.

The defaulter Sri Rajah Setrucherla Jogi Raju Bahadur Garu having paid the amount of this demand, *viz.*, two Rupees, thirteen annas and ten pies to me

RECORD. Chevara Ramaswamy, Batta Peon of (the office of) the Deputy Tahsildar of Parvatipur, this receipt is granted.

PART I.

In the District Court of Vizagapatam,

17*th August* 1888. (Mark of) Ramaswamy.

Witness hereof:—

(Signed) Markonda Patnaikuni Authiah.

Written by Ankavaram Ragaviah.

No. 103. Defendants' Exhibit IXj. Demand for quit-rent &c., dated 12th August 1888. —*concluded.*

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st Defendant and filed on 26—9—92 as Exhibit IXJ. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 104.

No. 104. Defendants' Exhibit X. Receipt, dated 10th July 1876.

Defendants' Exhibit X.

Receipt by Sri Setrucherla Jogi Raju Bahadur Garu to H. Goodrich, Esquire.

Receipt granted and presented by Sri Setrucherla Jogi Raju Bahadur Garu to H. Goodrich, Esquire, Collector of Vizagapatam and Agent to the Court of Wards, and guardian to the minor Zamindar of Merangi :—

The lands relating to the 4 shares of Sri minor Zamindar Garu, my brothers and myself in the Inam lands and other immovable property were caused to be allotted by metes and bounds, by the Deputy Tahsildar of Parvatipur, according to the Panchayat award in the disputes regarding *dayabhagam* (partition) between my elder brother's son Sri Setrucherla Jagannadha Raju Bahadur Garu, myself and my brothers Sri Ramabhadra Raju Bahadur Garu and Sri Somasekhara Raju Bahadur Garu, and lists thereof were prepared; and I have selected the lands which I should get for my one share as specified below, by means of *Hundi*. Therefore the Deputy Tahsildar caused the said lands to be delivered to me and I have kept them in my possession and enjoyment. Further, I have received the cists for fusli 1285 in respect of the said share. Particulars of the lands which fell to our share are as follows :—

1. Land as per list relating to share No. 4 which I selected out of the shares Nos. 1,2,3 and 4 in Panukupolam in Cusbah China Merangi.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 104. Defendants' Exhibit X. Receipt, dated 10th July 1876. —*continued.*

1. Land as per list relating to share No. 4 out of shares Nos. 1,2,3 and 4 in Neclammapolam in the said village.

1. Land as per list relating to share No. 4 out of shares Nos. 1,2,3 and 4 in Kavutipolam inclusive of Gullavadimallu in the said village.

1. Land as per list relating to share No. 4 out of shares Nos. 1,2,3 and 4 in Majiyandupolam in the said village.

1. Land as per list relating to share No. 4 out of shares Nos. 1,2,3 and 4 in Geddaipolam in the said village.

1. Land as per list relating to share No. 4 out of shares Nos. 1,2,3 and 4 in Alluvada village.

1. Land as per list relating to share No. 4 out of shares Nos. 1,2,3 and 4 in Sitaramapuram Agraharam.

1. Half in all the lands relating to Nidagallu Manyam.

1. All the lands relating to Kannapadoravalsa.

1. Land relating to the 4th share out of 4 shares in Gadisingupuram village.

Dated 10th July 1876.

The lists showing the boundaries of the lands relating to the said shares are herewith appended.

One anna receipt stamp.

(Signed) Sri Setrucherla Jogi Raju Bahadur Garu.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 23—10—91 by the Collector's Office Clerk K. Sanyasiah Chetty and filed on 26—9—92 as Exhibit X. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 164. Defendants' Exhibit X. Receipt, dated 10th July 1876. —*continued.*

Relating to Neelammapolem.

Relating to 4th share.

Particulars of boundaries.

1 *East.*—The westren ridge of 1st share.

1 *South.*—The northern ridge of 3rd share.

1 *West.*—*Kunchika* of Prathapasagaram.

1 *North.*—The southern ridge of the field belonging to kotwal people.

4

Measurement of the land situate within the said four boundaries.

1. 3 *Bakulu* near the Kanchika of the tank in the western boundary of the said share.

Pikula.

4 16 Length.

2 0 Breadth.

1. For two fields including Boddai in the Mokkonapu field to the south-east of the said *Bakulu*.

2 29 Length.

2 0 Breadth.

1. For 2 fields consisting of 1 Podlubaka including 1 Bottai to the north-west of the said fields.

6 0 Length.

0 21 Breadth.

1. Peddamadi to the east of the Mukkonapumadi.

3 28 Length.

3 26 Breadth.

1. One Baka to the South of do. field.

4 9 Length.

1 27 Breadth.

Total 5—five items.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 104. Defendants' Exhibit X. Receipt, dated 10th July 1876. —*continued.*

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

(„) Ramachendra Patrudu,

Guardian.

Relating to Kavutipolam inclusive of the field belonging to Gulavadu.

Relating to 4th share.

(5) five Boddalu relating to Kavutipolam.

(6) six Boddalu inclusive of Kanchikamadi belonging to Gula people.

11 eleven fields.

Particulars of measurement and the boundaries on four sides of the said eleven fields.

1 *East.*—Azzadavany's field.

1 *South.*—Kanchiku in the interior of Prathapasagaram.

1 *West.*—Seri dry land.

1 *North.*—Ridge of the field relating to 3rd share.

4

Measure of land within the said four boundaries.

1. For two fields of 1 item.

5 0 Length.

1 4 Breadth.

1. For 1 item inclusive of Kanchikamadi.

3 $7\frac{1}{2}$ Length.

2 28 Breadth.

1. For 1 item.

2 25 Length.

1 $11\frac{1}{2}$ Breadth.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 104. Defendants' Exhibit X. Receipt, dated 10th July 1876. —*continued.*

1. For 1 Boddai of 1 item.
   23 ½ Length.
   22 0 Breadth.

1 For 3 fields of one item.
   1 20 Length.
   1 1 Breadth.

1. For 3 Boddalu of one item.
   2 25 Length.
   1 21 Breadth.

6. Kavutupolam, Gulavadipolam and Kanchikamadi being included in the measurement of the said six items of land, the division has been effected.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

(„) Ramachendra Patrudu, *Guardian*.

Relating to Majiyandigadipolem.

Relating to the 4th share.

1 *East.*—Chenchu people's fields and Boddalu relating to 3rd share.

1 *South.*—Pirnonti people's fields.

1 *West.*—Maruthally people's fields.

1 *North.*—Field relating to the 3rd share.

4

Measurement of the land within the said four boundaries.

1. For one field of item 1.
   1 5 Length.
   1 20 Breadth.

1. Field to the south of this.
   2 30 Length.
   1 26½ Breadth.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 104. Defendants' Exhibit X. Receipt, dated 10th July 1876. —*continued.*

1. Boddai to the east of this.
   1 14½ Length.
   1 09½ Breadth.

1. For the 2 northern and southern Boddalu to the east of this.
   3 16 Length.
   1 0 Breadth.

4. The measurement of these 4 items.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

(„) Ramachendra Patrudu,
Guardian.

Relating to Gaddipolem.

Relating to 4th share.

Particulars of boundaries :—

1. For one plot.

For one field to the east of the western field relating to the 3rd share.

1 *East.*—Geddai.

1 *South.*—Field relating to the 3rd share.

1 *West.*—Chakka relating to this field.

1 *North.*—Baka relating to the second share.

4

Measurement of the land within the said four boundaries.
   3 10½ Length.
   2 1½ Breadth.

2. For one plot (consisting of) Dry Bodda of the 3rd share and of 2 Boddais extending from east to west on the western side.

1 *East.*—Dry Boddais belonging to the 3rd share. The western ridge.

1 *South.*—Bodda belonging to this share.

1 *West.*—Bodda belonging to this share.

1 *North.*—Madhava Brahmamgary's Thibbamadi.

4

Measurement of land within the said four boundaries.

3 5 Length.

2 17½ Breadth.

3. Boddai to the south of this inclusive of the Mukka relating to the Baka directly to the south of this.

2 6 Length.

2 12 Breadth.

4. Baka to the east of this inclusive of the Mukka relating to the Baka to the south of this.

3 25 Length.

1 8 Breadth.

5. For 1 Baka to the east of this.

2 28 Length.

0 22½ Breadth.

6. For 1 Baka to the east of this.

3 22½ Length.

0 21 Breadth.

7. For one Baka to the east of this.

3 6 Length.

0 24 Breadth.

8. For two fields consisting of the Baka to the east of this inclusive of the field to the east of this.

4 13 Length.

4 2 Breadth.

9. Field to the east of this.

4 12 Length.

2 27 Breadth.

Deputy Registrar.

The plots relating to the said 9 items were measured.

(Signed) Sri Setrucherla Ramabhadra Ruju Bahadur Garu.

(„) Sri Setrucherla Somesekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

(„) Ramachendra Patrudu,
Guardian.

Jeroyati in Alluvada village relating to 4th share.

1. Cist for lands.

Rs.	A.	P.	
45	0	0	Boddamanupolam.
63	8	0	Garnikapolam Isthuva.
11	8	0	Isukapolam Isthuva.
120	0	0	One hundred and twenty rupees—lands.

2. It is arranged that the Kattuballu quit-rents &c., relating to the Inam lands as also the management of the village should be regulated in 4 equal shares.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

(„) Ramachendra Patrudu,
Guardian.

Seetharamapuram Agraharam.

4th share.

1. Wet land.

1. Two small fields to the west of Peddamadi.

2. Dry land.

1. The 1st share in the eastern side out of the three shares of Thibbaguddai relating to Mettaguddai.

It is arranged that whole of the management as to the rest of the said village should be regulated in 4 shares.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekara Raju Bahdur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

(„) Ramachendra Patrudu,

Guardian.

Memo. of the purchased manyam of Nidagallu village.

No. 1 share.

1. For half share in one pot of wet land.

1. *East.*—Appala Naidu's *Akaram* land. Appala Charlu's Bandagattu and the said Appala Naidu's *Akaram*.

1. *South.*—The said Appala Naidu's *Akaram* land.

1. *West.*—The ride of the eastern field belonging to 2nd share.

1 *North.*—Jeroyati Erraguddu dry land and the ridges of the western Boddai belonging to the 2nd share.

For half share in 2 plots of dry land.

1. For one plot of land.

1 *East.*—Gurugu Mettu.

1 *South.*—Ridge of the Guddai belonging to 2nd share.

1 *West.*—Eastern ridge of the Jeroyati Guddai.

1 *North.*—Kuttakam of mango garden planted by Nidagathu Patnaikuni Kristniah.

4

1. For one plot of land.

1 *East.*—The western ridge of the guddai belonging to the 2nd share.

1 *South.*—The northern ridge of the guddai of carpenter's *manyam*.

1 *West.*—The eastern ridge of the Jeroyati guddai.

Deputy Registrar.

1 *North.*— Pathway for people to pass.

4

2

1. For 1 Veda (dry) plot. For half share in the dry land in the interior of Parada Thaliah's Tank.

1 *East.*—The said Thaliah's Tank (*illegible and torn.*)

1 *South.*—Way for people to walk.

1 *West.*—The dry land relating to the said *manyam* purchased.

1 *North.*—The dry field ridge belonging to the 2nd share of the said *manyam*.

4

1. For half share in one plot of dry land.

1 *East.*—Up to the western Pancha of the dry land near the outlet of Parada Thaliah's tank.

1 *South.*—Dry Bodi mettalu of the 2nd share.

1 *West.*—Up to the top of mettu near Erramath tota.

1 *North.*—The southern Pancha relating to the Mettu near *akaram* dry land belonging to Barlathamati Naidu and others.

4

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

(„) Ramachendra Patrudu, *Guardian.*

Yadast.—In the disputes in respect of the settlement of *Dayavibhagam* (partition) between the minor Zamindar and his junior paternal uncles, the boundaries of the Inam in Kannapadoravalsa which fell to Sri Jogi Raju Bahadur Garu according to Panchayat award, not being clearly set out in the statement, the Deputy Tahsildar of Parvatipur Division examined it personally, caused enquiries to be made by the village Mirasidars and others and then settled the boundaries in detail as per statement given by them; therefore this list contains the boundaries prepared according to the said statement and they are as follows :— the boundaries prepared according to the said statement and they are as follows :— Dry land : *East.*—Marrimanu Guddai jeroyati ; *South*—Mango gorden belonging

RECORD. PART I. *In the District Court of Vizagapatam.* No. 104. Defendants' Exhibit X. Receipt, dated 16th July 1876. —*continued.*

to jeroyati *West*—the ridge of wet jeroyati field; *North*—cattle path, wet land—*East*—Bharinikaputta, near the end of the dry land in the east; *South*—Water-spread of the *Akaram* Cheruvulopu of Peda Merangi village; *West*—from the ridge of the outlet of Ramaraju tank up to the ridge of the Banda called Mamidikarra; *North*—the ridge of the said Banda.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

(„) Ramachendra Patrudu, *Guardian*.

Relating to Gadisingupuram village.

Relating to 4th share.

1. Particulars of cists of lands.

Rs.	A.	P.	
64	0	0	Jilakarrapolam Isthuva.
11	7	0	Vepamakupolam.
24	8	0	Kurnam's field.
6	0	0	Jangam fields.
9	0	0	Gaddavadimallu.
23	10	0	Gadabalajodai Isthuva.
27	8	0	Mudagadapolam.
22	0	0	Cherakupolam.

Rs.	A.	P.	
9	0	0	Under the cultivation of Arika Kanniah.
7	0	0	In the cultivation of Kurrapu Musalayya.
6	0	0	In the cultivation of Palavalsa Lutchumannah.
21	8	0	Kurakulaguddai.
5	5	4	In the cultivation of Toomula Appadu.
16	2	8	In the cultivation of Gorla Papiah and Boddana Yellappa.
21	8	0	

235 2 0 Lands paying a cist of two hundred and thirty-five rupees and two annas.

Deputy Registrar.

RECORD. PART I. *In the District Court of Vizagapatam.* No. 104. Defendants' Exhibit X. Receipt, dated 10th July 1876. —*continued.*

2 (It is arranged) that the Kattuballu quit-rents, &c., as also the management in the village should be regulated (?) in 4 equal shares.

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.

(„) Sri Setrucherla Jogi Raju Bahadur Garu.

(„) Ramachendra Patrudu, *Guardian*.

Relating to Pannkupolam.

Relating to 4th share.

1. For one field to the west of the field near the Jadda Koneru in the 2nd share.

1 *East.*—Field belonging to 2nd share.

1 *South.*—Politheruvady's field.

1 *West.*—Singu Mahantivady's field.

1 *North.*—Panukurayi.

4 The measurement of the land within the said four boundaries.

3—29 Length.

1—28 Breadth.

2. For one plot.

For 2 Boddalu to the south-east of Panukurathi.

1 *East.*—Palatheruvady's field.

1 *South.*—Panukurayi.

1 *West.*—Ridge of the field belonging to 3rd share.

1 *North.*—Ridge of the field belonging to 3rd share and this share.

4

Measurement of land within the said boundaries.

2—4. Length.

1—23. Breadth.

3. Field to the north of the said two Boddalu.

2—0. Length

0—25½ Breadth.

4. Boddai on the western side to the north of the said field.
   1—11. Length.
   1—2. Breadth.

5. Boddai to the east of it.
   1—8½ Length.
   1—2½ Breadth.

6. Baka to the east of it.
   2—6 Length.
   1—11 Breadth.

7. The 3 measurements for Mukkonapumadi to the north of this.
   1—15 Length.
   1—15 Breadth.

8. Baka to the west of this.
   2 0 Length.
   0 24 Breadth.

9. Boddai to the north of this.
   1 6 Length.
   0 24 Breadth.

The land relating to the aforesaid nine items was measured with a rope of (*torn*).

(Signed) Sri Setrucherla Ramabhadra Raju Bahadur Garu.
(„) Sri Setrucherla Somasekhara Raju Bahadur Garu.
(„) Sri Setrucherla Jogi Raju Bahadur Garu.
(„) Ramachendra Patrudu,
Guardian.

Deputy Registrar.

No. 105.

Defendants' Exhibit Xa.

Receipt by the deceased Plaintiff to A. Goodrich Esq., Collector of Vizagapatam.

Receipt given on 1st day of November 1877 to A. Goodrich Esq., Collector of Vizagapatam District, Agent to the Court of Wards and guardian to the minor Zamindar of Merangi by Sri Rajah Setrucherla Jogi Rajah Bahadur Garu. We have taken delivery as mentioned below of Gothula Mamidithota lying to the west of the said Pedda Merangi village from the Deputy Tahsildar of Parvatipur Taluq, which we should get according to paragraph 17 of the award passed by the Panchayatdars in the disputes in respect of *dayam* (partition) between the minor Zamindar and ourselves, and the particulars of the trees thereof are :—

70 mango trees.

5 jack fruit trees.

1 ravi tree.

76. As seventy-six trees were delivered to us, we have taken possession of the said garden.

(Signed) Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 23—10—92 (*sic*) by the Collector's Office Clerk, K. Sanyasi Chetty and filed on 26—9—1892 as Exhibit *Xa*. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 106. Defendants' Exhibit Xb. Receipt, dated 10th July 1876.

No. 106.

Defendant's Exhibit Xb.

Receipt by the deceased Plaintiff to A. Goodrich Esq., Collector of Vizagapatam.

Receipt granted to H. Goodrich Esq., Collector of Vizagapatam, Agent to the Court of Wards and guardian to the minor Zamindar of Merangi by Sri Rajah Setrucherla Jogi Raju Bahadur Garu. According to the Panchayet award in the matter of *dayabhagam* (partition) between myself, my elder-brothers Sri Ramabhadra Raju Bahadur Garu and Somasekhara Raju Bahadur Garu and also Sri minor Zamindar, the following houses situate within the undermentioned boundaries fell to our share *viz* :—

1. The tiled house in Parvatipur.

1 *East.*—The brick wall of the said house.
2 *South.*—The wall belonging to this house.
3 *West.*—Do.
4 *North.*—Way.

4

2. House in Khandi Street in Merangi.

1 *East.*—The brick wall of the house belonging to Setrucherla Ramabhadra Raju Garu.
2 *South.*—This house-site and the compound wall of the bacyard.
3 *West.*—Way for people to walk.
4 *North.*—Do. way.

4

2. Therefore, they were put into our possession by the Deputy Tahsildar of Parvatipur Taluq.

10*th July* 1876.

(Signed) Sri Setrucherla Jogi Raju Bahadur Garu.

One anna receipt stamp.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on—by—and filed on 26—9—92 as Exhibit Xb. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 107. Defendants' Exhibit Xc. Receipt, dated 10th July 1876.

No. 107.

Defendants' Exhibit Xc.

Receipt, deceased Plaintiff to H. St. A. Goodrich Esquire.

Receipt caused to be written and presented to H. St. A. Goodrich Esquire, Collector of Vizagapatam, Agent to the Court of Wards and guardian to the minor Zamindar of Merangi, by Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

Receipt for the share of moveable property which we received, as hereinbelow particularised, in accordonce with the award of the Panchayat in respect of *dayabhagam* (partition) between Setrucherla Jagannadha Raju Bahadur Garu the minor Zamindar of Merangi, ourselves, and our half brothers Sri Raja Setrucherla Ramabhadra Raju Bahadur Garu and Somasekhara Raju Bahadur Garu.

Rs.	A.	P.	
1,414	0	0	jewels.
1,274	0	0	Jewels in our possession according to lists filed in Collector's Huzur.
140	0	0	For two Podi (small) rings received from the guardian out of the jewels in the possession of the minor.
80	0	0	For one ring.
60	0	0	For one ring.
140	0	0	
1,414	0	0	
312	0	0	Cash paid for our share out of the value of precious stones, &c., remaining with Sri Dalamma Pattamahadevi Garu.
309	10	0	Silver untensils.
137	10	0	Articles remaining with us as per lists filed in Collector's Huzur.
37	0	0	Silver cup remaining with Dalamma Pattamahadevi Garu and given for our share.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 107. Defendants' Exhibit Xc. Receipt, dated 10th July 1876. —*concluded.*

Rs.	A.	P.	Rs.	A.	P.	
			33	0	0	Given by the guardian from the things in possession of the minor.
			102	0	0	Cash paid by the guardian for the price of the silver chembu which we should get from the minor's share.
			309	10	0	
430	12	9	Brass utensils.			
			151	14	10	Value of articles in our possession as per lists filed in Collector's Huzur.
			278	13	11	For articles which were given by the guardian from those in possession of the minor, which were set apart by him for our share and which were entered in the list sent by him.
			430	12	9	
29	0	0	Cots, &c., things as per lists showing our shares and sent by you.			
77	0	0	For our share in the present value of the Seri carts &c.			
27	8	0	Books included in the lists showing our shares and sent from your Huzur.			
77	0	0	Do.	do.	muskets.	
24	12	0	Do.	do.	*Taravarlu.*	

The Deputy Tahsildar of Parvatipur Taluq has delivered accordingly and we have received them.

10*th July* 1876. (Signed) Sri Setrucherla Jogi Raju, Bahadur Garu.

One anna receipt stamp.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on ——— by ——— and filed on 26—9—92 as Exhibit Xc.
Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 108 Defendants' Exhibit XI. Cowle, dated 20th August 1874.

No. 108.

Defendants' Exhibit XI.

Cowle by A. M. C. C. Webster, Esquire, Collector of Vizagapatam District to 1st Defendant.

Cowle granted by A. M. C. C. Webster, Esquire, Collector of Vizagapatam District and Agent to the Governor, to Saheb Meherjan Dostan Setrucherla Ramabhadra Raju Bahadur Garu.

1. Having obtained the sanction of the Court of Wards as per proceedings No. 634, dated 19th May 1874 (on) your application in the matter of the *mustajari* (lease) of the Merangi Zamindari, the said Zamindari is leased out to you on the conditions set forth hereinbelow. You should continue to enjoy the said Merangi Zamindari at an annual cist of Rs. 37,500. You should continue to pay the said amount in four instalments as mentioned below —*viz.*, Rs. 9,375-0-0 on 15th September : Rs. 9,375 on 15th December : Rs. 9,375 on 15th March and Rs. 9,375 on 15th May (in all) Rs. 37,500—thirty-seven thousand and five hundred rupees.

2. No remission will be granted to you for loss of produce resulting from changes in the weather or for any other reason.

3. Should any of the aforesaid instalments be not paid, it will be recovered from you in accordance with the course prescribed in the Madras Act 8 of 1865.

4. You should perfectly understand that, under this cowle, you will have to collect on your own account, only the cists for lands and *kattuballu* for Inams. You should continue to collect road-cess on behalf of the Zamindar.

5. You should collect the *chadavu* (extra) cist levied on permanent *Khandi* on Inams granted subsequently and continue to pay the same separately over and above the *mustajari* amount of Rs. 37,500 referred to in the first condition.

6. You should allow all the individuals (ryots) to enjoy right and title which they possess to the lands either according to rules or to *rewaz* (custom) by whatsoever names they may be called or in whichever class they may be included in the said Merangi Zamindari. You should continue to grant puttahs to, and take Muchilikas from, the ryots every year. Moreover, unless there is a village custom and unless new channels or improvements to channels are made at your own cost justifying an enhancement of cist on lands, you should not collect from the said ryots a larger cist than the full amount fixed in the Zamindari accounts for the said lands. You should continue to grant receipts also to every ryot for the amount paid to you.

7. You should continue to see properly and to the best of your ability that Kurnams and other village servants keep the *mamool* village accounts correctly

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 108. Defendants' Exhibit XI. Cowle, dated 20th August 1874.—*concluded.*

and regularly and according to rules in the matter of enjoyment, cultivation and collection and that they are submitted for the examination of Government Officials whenever they may require them. Further, you should continue to give, as far as possible, accounts and all other information in respect of your affairs which either the Court of Wards or the Collector may call for.

8. You should bind yourself to keep the channels and all other immoveable property made over to you under proper repairs and to deliver them at the close of the *mustajari*, in the same condition in which they were at the commencement of it.

9. This mustajari should continue from 1st July 1874 until the minor Zamindar ceases to be a minor; but if the Court of Wards should think it necessary to withdraw the *mustajari* for the violation of any of the conditions aforesaid or for any other reason, the cowle shall be cancelled from the close of the fusli in which such resolution may be passed.

Dated 20th August 1874.

(Signed) A. M. C. WEBSTER,
Ag. Collector and Agent.

(Signed) J. W. Mc. Marry.

(„) M. V. L N. Somayajulu, M. E. Clerk.

(Here enter registration endorsement).

(Here enter stamp vendor's endorsement).

(True copy.)

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—3—89 by the 1st Defendant and filed on 26—9—92 as Exhibit XI. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 109. Defendants' Exhibit XII. Receipt, dated 27th December 1875.

No. 109.

Defendants' Exhibit XII.

Receipt by 2nd Defendant to 1st Defendant.

Receipt granted on 27th December 1875 in favour of Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu by Sri Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

As mentioned in the lists A, B and C relating to share No. 1, which you have received from the Collector of Vizagapatam who is the Agent to the Court of Wards and guardian to the minor Zamindar of Merangi after obtaining from us and from Sri Jogi Raju Bahadur Garu a power of attorney for the purpose of taking delivery of the documents and cash relating to the share which we should get according to the award passed by the Panchayatdars in the matter of disputes for *dayabhagam* (partition) between the minor Zamindar of Merangi, yourself, Sri Jogi Raju Bahadur Garu and ourselves, you have this day given to us the undermentioned documents for Rs. 29,356-2-8 and cash Rs. 11,626-12-0 relating to our share; and the same has therefore been received.

23.—Documents for Rs. 29,356-2-8 which fell to our share.

14.—Documents relating to 13 individuals.

9.—Vakalatnamas and petitions relating to the documents given to Vakils in respect of 9 individuals.

23 As per list No. 1 given along with these documents.

(Signed) Sri Setrucherla Somasekhara Raju Bahadur Garu. One anna receipt stamp.

Witnesses hereof:—

(Signed) Arichi Vencata Sattiah.

(„) Devapilly Venkanna.

Written by Mahomad—*illegible.*

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—3—89 by the 1st Defendant and filed on 26—9—92 as Exhibit XII. Found not to have been signed at the time when it purports to have been signed.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 110. Defendants' Exhibit XIII. Receipt, dated 27th December 1875.

No. 110.

Defendants' Exhibit XIII.

Receipt to Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu by Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

Receipt granted on 27th December 1875 in favour of Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu by Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

As mentioned in the lists A, B, C relating to share No. 3 which you have received from the Collector of Vizagapatam who is the Agent to the Court of Wards and guardian to the minor Zamindar of Merangi after obtaining from Sri Somasekhara Raju Bahadur Garu and ourselves a power of attorney for the purpose of taking delivery of the documents and cash relating to the share which we should get according to the award passed by the Panchayatdars in the matter of disputes for *dhayabagam* (partition) between the minor Zamindar of Merangi, yourself, Sri Somasekhara Raju Bahadur Garu and ourselves, you have given us this day the undermentioned documents for Rs. 30,596-5-2 and cash Rs. 33,624-2-5 relating to our share, and the same has therefore been received.

38.—Documents of the value of Rs. 30,596-5-2 which fell to our share.

21.—Documents relating to 19 individuals.

17.—Vakalatanamas and petitions relating to documents given to Vakils for purposes of suits in regard to 16 individuals.

38. As per list No. 3 given along with these documents.

(Signed) Sri Rajah Setrucherla Jogi Raju Bahadur Garu. [One anna receipt stamp.]

Witnesses hereof :—

(Signed) Arichi Vencata Sattiah.

(„) Devupilly Venkanna.

Written by Mahomed—(*illegible.*)

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 15—3—89, by the 1st Defendant and filed on 26—9—92 as Exhibit XIII. Not proved.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 111. Defendants' Exhibit XIV. Extract from the Register of the District Court.

No. 111.

Defendants' Exhibit XIV.

Extract from the Register of the District Court.

Date of presentation for Plaintiff.	Plaintiff. No. of Suit.	Plaintiff. Name.	Plaintiff. Description.	Plaintiff. Place of abode.	Plaintiff. Name.	Judgment. For whom.	Judgment. For what or amount.	Appeal. Date of appeal.	Appeal. Judgment of Appeal.	Execution. Date of application.	Execution. Date of order.	Execution. Against whom.	Execution. For what or amount if any.	Execution. Amount of costs.	Return of Explanation. Amount paid into Court.	Return of Explanation. Arrested.	Return of Explanation. Minute of others return than payment or arrested. Date of every return.
16th Feby. 1876.	6	Sri Rajah Setrucherla Jogi Raju Bahadur Garu.	...	...	1. (*torn.*) 2. (do.)	For Defendants.	...	...	...	Execution transferred to Sub-Court.					...	...	Appeal Suit No. 81 of 1881. Confirmed. 22—3—82.
28th March 1876.																	

(Signed) H. R. FARMER,
District Judge.

(True extract.)

A. 81—48

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 112. Deposition of 1st witness for Petitioner given on 23rd October 1891.

No. 112.

Deposition of 1st witness for Petitioner.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

1st Witness for Petitioner.

Name of witness	...	...	...	Salen Sitaramayya.
Father's name	...	...	...	Do. Jagannayakulu.
Residence	...	...	...	China Merangi.
Caste	...	...	...	Karnam.
Age	...	...	...	40 years.
Occupation	...	...	...	Clerk.

Deposes on solemn affirmation :—

On the 14th and 15th of the month the 1st and 2nd Defendants, Ramabhadra Raju and Somasekhara Raju, were in the village of China Merangi, when the batta peon Rampetta Parusharamudu came to serve summons on them. They had not gone to China Kimidi. They were in the house in the Fort at China Merangi. As they were people of note, they could not leave the village without my knowing it; as they travel in palanquins. I saw them in the Fort on the morning of the 15th and again on the 16th, and on the 17th. Kimidi is 4 days' journey from China Merangi.

Cross-examined.—I was for some time a gumasta under the 1st Defendant—that 7 or 8 years ago my services were dispensed with and another man appointed. I did not sign the summons for me brought by Rampetta Parusharamudu. My brother signed it. I was absent at Dumma, 10 or 20 yards from the Fort, when the batta peon brought summons. He came on the morning of the 14th and left on the afternoon of the 15th. My brother signed the summons for me on the 15th. On the 15th I left my house at Merangi in the morning at 8 A. M. and returned at 10 A. M. I am now employed under the Merangi Zamindar. There is litigation between him and 1st and 2nd Defendants. The Merangi Zamindar has been at Vizagapatam for a month. Neither he nor his family were at Merangi.

On the 14th or 15th October, neither was his Dewan there, nor his Manager. I did not go to Birja which is 8 or 10 miles off.

(Signed) H. R. FARMER,
District Judge.

Not read over to witness.
23—10—91.

Deputy Registrar.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 113. Deposition of 1st witness for Counter-Petitioner, 23rd October 1891.

No. 113.

Deposition of 1st witness for Counter-Petitioner.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

1st Witness for Counter Petitioner.

Name of witness	...	...	...	Achanta Venkata Rao.
Father's name	...	...	...	Bapiraju Garu.
Residence	...	...	...	Merangi.
Caste	...	...	...	Brahmin.
Age	...	...	...	27.
Occupation	...	...	...	Pleader, District Munsif's Court, Parvatipur.

Deposes on solemn affirmation :—

I was formerly Sheristadar under the 1st Defendant until the present Zamindar came of age. I am a native of Merangi. On the 14th and 15th the 1st Defendant was not present at Merangi. I went to the Fort and his son said he was not there. He said nobody came to Kimidi.

Cross-examined.—I saw the 1st Defendant on the 5th and 6th instant. I have received no letter from him from Kimidi. His son showed me no letter from him.

The 1st Defendant's son is 17 or 18 years old.

I would have seen the 1st Defendant if present.

(Signed) H. R. FARMER,
District Judge.

23—10—91.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 114. Deposition of Plaintiff's 1st witness, 29th October 1891.

No. 114.

Deposition of Plaintiff's 1st witness.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

1st Witness for Plaintiff.

Name of witness	...	...	...	Vedula Varahalu.
Father's name	...	...	...	Do. Sriramulu.
Residence	...	...	...	Parvatipur.
Caste	...	...	...	Brahmin.
Age	...	...	...	25 years.
Occupation	...	...	...	Clerk.

Deposes on solemn affirmation.

I produce such of the papers asked for by Plaintiff and Defendant as were found in the Deputy Tahsildar's Office. I have no list of the records signed by the Deputy Tahsildars, nor were the records placed in a cover. I myself prepared a list of the records which I produce. I could not search all the record boxes, as there was not sufficient time.

(Signed) H. R. FARMER,
District Judge.

29—10—91.

No. 115. Deposition of Plaintiff's 2nd witness, 30th October 1891.

No. 115.

Deposition of Plaintiff's 2nd witness.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

2nd Witness for Plaintiff.

Name of witness	...	...	...	M. B. Venkayya Pantulu.
Father's name	...	...	...	Do. Ramanna Garu.
Residence	...	...	...	Vizagapatam.
Caste ...	...	...	...	Brahmin.
Age ...	...	...	...	46 years.
Occupation	...	...	...	Deputy Collector, E. P. Railway.

Deposes on solemn affirmation.

I was Deputy Tahsildar of Parvatipur from January 1879 until May 1880. I was also Manager from July 1879 to May 1880 of the Merangi Estate, consisting

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 115. Deposition of Plaintiff's 2nd witness, 30th October 1891.—*concluded.*

of the Zamindari, and including Mokhasa and Inam lands. There are some personal Inams belonging to the minor and included in his estate. I can't give the names of the villages in which such Inams are situated. I don't recollect that any division of the Inams took place while I was manager; I believe it had taken place before, but what was the extent of the minor Zamindar's share, I don't know. I know Ramabhadra Raju (1st Defendant) who was renter of the Zamindari. He had some Inams in the Zamindari. Quit-rent and-land cess was paid on these Inams. Krishna Salen was the Samtdar, Revenue Inspector, of the estate, and he collected the quit-rent and land-cess from the Inamdars. In one case, I had to attach the renter's property for arrears of some quit-rent and land-cess, the latter of which the Kurpam Zamindar farmed under the Local Fund Board. The renter paid the money under protest. I can't say why he protested. The Zamindar was answerable for the Inam quit-rent and land-cess on the Inams, which had come to him under partition. The divided coparceners paid on other Inams. I can't say, without seeing the records, to whom I issued demands for arrrears of quit-rent and land cess. Separate leases were issued for rent due by tenants who cultivated the minor's Inam lands.

I don't know who issued leases to the cultivators of Inams which had fallen to the share of the divided coparceners (uncles) of the minor. I went several times to Merangi. I don't recollect Jogi Raju and Somasekhara Raju. I was succeeded by K. V. Krishna Rao. I see the file of Irsalnamahs by the Revenue Inspector for Fuslis 1289, 1290 and 1291. My signatures in the Irsalnamahs are genuine.

K. V. Krishna Rao is dead. I know his signature. His signatures in these Irsalnamahs are genuine. I remember having submitted some report about a dispute between the Kurpam Zamindar and the Merangi renter, about the marriage of the former's daughter. There was no criminal case before me regarding that dispute. Merangi renter and the Kurpam Zamindar were enemies.

The renter was removed, and I was made Manager. He was not reinstated in my time as renter.

Cross-examined.—I was not in charge of the Inams of the minor's uncles. I can't say whether the 3 uncles enjoyed their Inams separately or jointly, or whether they paid quit-rent and land-cess jointly or separately. I did not attach the renter's property. He paid under protest. I can't give details of the demand. I can't say whether what the renter paid, was on account of his own share only, or on account of it, and his mother's shares. I knew D. J. Ramasami Garu, a Deputy Tahsildar of the District. He is dead. I can identify his signatures.

(Signed) H. R. FARMER,
District Judge.

30—10—91.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 116. Deposition of Plaintiff's 3rd witness, 12th and 13th September 1892.

No. 116.

Deposition of Plaintiff's 3rd witness.

IN THE COURT OF THE DITRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

3rd Witness for Plaintiff.

Name ...	...	...	Setrucherla Somasekhara Raju.
Father's name	...	...	Setrucherla Jagannadha Raju.
Residence...	...	...	Merangi.
Caste ...	...	...	Kshatriya.
Age ...	...	...	30 years.
Occupation	...	...	Zamindar.

Deposes on solemn affirmation.

I am the 2nd Defendant. The original Plaintiff was my half-brother. He died at what age I can't remember. I was born in Pramaditya (1853-54). I can't remember when Jogi Raju (the original Plaintiff) was born. He was younger than I. I can't say how much younger. Ramabhadra Raju and I are the sons of one mother. Chendra Sekhara Raju, my full brother, died in *Sukla* (1869-70). I might have been 16 years old in 1869. I can't remember how old Jogi Raju then was. Ramabhadra Raju, the 1st Defendant, was the head of the family consisting of the Plaintiff, 1st Defendant, myself and the minor Zamindar. Up to the death of Chendra Sekhara Raju he managed the Zamindari. After he died my brother Ramabhadra Raju got a cowle of the Zamindari as "Renter"—but I can't say in what year; or how long after Chendra Sekhara Raju's death, nor can I say what rent he paid. After the death of Chendra Sekhara Bahadur, the Inams belonging to our family were taken charge by Ramachendra Patrudu, the guardian of the minor Zamindar Jagannadha Raju.

Ramachendra Patrudu managed the Inams until we became divided under the award of Arbitrators. I don't remember if, after the death of Chendra Sekhara Raju, there were any disputes about the partition of all the family property except the Zamindari. We three brothers, uncles of the minor Zamindar, applied to the Collector to the effect that arbitrators might be appointed to effect a partition of the property other than the Zamindari. I can't say in what year we applied. I can't remember how old I was then. I forget the date of the arbitrators' award. I have heard read a letter (Exhibit A) purporting to have been addressed in October 1874 by me and Jogi Raju to the arbitrators,

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 116. Deposition of Plaintiff's 3rd witness, 12th and 13th September 1892.—*continued.*

asking them to hand over to Ramabhadra Raju our shares of the property which had to be divided. As it is long ago, I cannot remember having written it. It is true that we made the agreement mentioned therein. At the time of that agreement all the family moveables were in the possession of the Collector for the Court of Wards. We and the ladies of our families had the jewellery and utensils and furniture in daily use. The Collector had the arms, horses, palanquins and carriages and books.

I don't know if the Collector took any grain. I don't know who had the grain. At the time of the award neither I nor either of my two brothers had any bonds or cash. The Collector had taken them all. By the award we each got a share in the cash, jewels and other property in the hands of the Collector. I don't know how much the Collector had. Unless I see the award I can't say whether the value of any grain was awarded to me. I can't say whether I was given a share in the renter's profits. At the time of the award the 3 of us brothers and our nephew, the minor Zamindar, were undivided.

I can't say whether Jogi Raju and I were married at the date of the award unless I see the award. My eldest boy of 12 was born 3 or 4 years after I was married. I and Jogi Raju were married at the same time. Jogi Raju married my mother's brother's daughter (my cousin). The Collector supplied the funds. Each of us conducted his own marriage; each made a separate pandal in the same compound. I can't say what moveables my brothers had with them at the time of the award. I don't know that there was at the time of arbitration a box said to contain 38 bags of Rs. 1,000 said to belong to my mother Dalamma. I got the share awarded to me by the arbitrators. This was shortly afterward. I can't say whether it was a month; it was a few days after the award. My brother Ramachendra Raju gave me some cash and bonds; the Sub-Magistrate gave me my land and ornaments and guns. Whether he gave me palanquins or their value I can't say. He gave either palanquins or their value. The Sub-Magistrate come to my house and gave me ornaments, guns, swords, and cattle. I can't remember what else he gave me. He gave me gardens, land and house, at my house. He showed me the immoveables. I gave a receipt on one day, and on two or three days he allowed me the immoveables. I did not go myself to see the land. Gadagam Balaramiah, my subordinate, went to take delivery. My Vakil might have taken delivery; or else Balaramiah might have taken delivery.

I don't know whether Jogi Raju went to take delivery. I don't know who went to take charge on account of Ramabhadra Raju. I can't remember whether delivery was taken before or after giving receipts. I and Jogi Raju had no clerks. We had some dependants; volunteers. The only paid clerk I and Jogi Raju had was Gadagam Balaramiah. My brother Ramabhadra Raju had many clerks,—Behara Rathakrishnama, Achanta Bapiraju, Palteti Narasiah. These are all I know. Gadagam Balaramiah was an unpaid hanger-on of me and my two brothers at the time of the delivery of the immoveables. I can't remember whether the lands were delivered on one occasion or on more than one occasion or how long this was between the first and last delivery.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 116. Deposition of Plaintiff's 3rd witness, 12th and 13th September 1892.—*continued.*

Examination continued 13th September 1892.

The receipts of 1876 given by me for the property mentioned in the award of 1874, were prepared with reference to the items mentioned in that award. The boundaries of the lands entered in the receipts of 1876 were taken from the award of 1874.

The lists of moveables for which I gave receipts, about 6 months or a year after the award, were made by copying the items mentioned the award. Up to the time of my granting receipt the items had been in the guardian's custody. The property was handed over to me and scrutinized before I gave receipts. The whole of the moveables were handed over to us three brothers on one day at China Merangi. Up to the date of the award we three brothers messed together. Up to the date of the award I had no property in my possesion. I don't know what Jogi Raju and Ramabhadra Raju had out of what the Collector gave my brother Ramabhadra Raju; he gave me and Jogi Raju each one share, about 20 days or more after he had received this property (bonds and cash) from the Collector. I don't know how long after the award the Collector gave Ramabhadra Raju the property, which he after 20 days or so divided with us. He gave me Rs. 11,000 odd in cash and bonds representing Rs. 29,000 odd. I had no further claim against Ramabhadra Raju for cash or bonds. I got nothing from him after that, nor before. The payment of this cash and the delivery of the bonds effected a final discharge of all my claims on Ramabhadra Raju. The guardian (Collector) gave me means of support from 1874 until I got my share in 1876. I have no account of what I received from the Collector during that time. I was satisfied that the bonds and cash given me by Ramabhadra represented all that he was accountable for though I thought that more was due to me under the award, by the Collector. The Sub-Magistrate Srinivasa Rao asked us each for a receipt, as he had given us each our property.

Gadagam Balaramiah used to arrange with the ryots the renting of the land of all us three brothers after we got possession of it through the Collector. The ryots used to pay each brother separately.

Balaramiah used to show me a separate account of my rent. I don't know whether Balaramiah gave joint receipts to the ryots on behalf of all three brothers after the award and whether he gave receipts separately on behalf of each cowle and Kadapa we exchanged between me and the ryots, for my share separately.

Q.—Who are your ryots?

Witness hesitates.

I did not see the tenants. They used to see my gumastah. Some of the tenants are

(1) Papi Naidu.
(2) Farisati Ramanna.
(3) Chinta Sanyasi.
(4) Botsa Ramesem.

I forget their names.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 116. Deposition of Plaintiff's 3rd witness, 12th and 13th September 1892.—*continued.*

I can't say whether amongst the documents produced as required by the summons to me, there is a single kadapa. My gumastah Balaramiah should be asked. Now, I see here is a kadapa. I don't know how long ago the plaint was filed. I can't say whether I have produced any kadapa executed before the plaint was filed. This should be found out by looking at the kadapas. I do not directly manage my own lands. Gadagam Balaramiah manages them for me. I can't say how much I get from my lands. The income I now get from my lands is about Rs. 1,200, including what I got at the partition and what I bought since. From the accounts I produce I cannot give the income derived from my lands since the date of the award. My gumastah must be asked. Every year I used to look over the accounts with Balaramiah. I kept no account showing balance outstanding with the ryots. I kept no account of what Balaramiah gave me. I gave Balaramiah 5 rupees a month and each of my other brothers gave him Rs 5 a month—at least so he said. The only other clerk I had was Marakonda Adiah. The other servants I have are domestic servants. Adiah got Rs. 5 a month. I don't know what he too is paid by my other brother. I have no list of salaries paid to servants. Balaramiah keeps the house accounts. I don't know whether he has any house accounts. Up to date the lands of all of us including the Zamindar are undivided by metes and bounds.

Srinivasa Rao pointed out partition of the lands; so Balaramiah said, and pointed out lands saying "Thus he has separated four shares" and pointed out a separate share for me. So each enjoys a separate share ever since. I don't know whether one ryot cultivated the shares of myself, the 1st Defendant and of Jogi Raju. I never saw Jogi arranging with ryots to cultivate any land. I never saw him getting ryots to give puttas, or collecting rent from ryots. I cannot give the names of any of the obligors under the bonds which came to my share. I have no account of money realized under the bonds which came to my share. My gumastah has no such accounts. My gumastah never prepared such accounts. I never had an account showing how I spent the sum of Rs. 11,000 received from Ramabhadra Raju. I, Jogi Raju, and Ramabhadra Raju lived in one house until Jogi Raju's second marriage. We both objected to his second marriage. After his second marriage he always lived at Kurpam. Up to his second marriage we three brothers were on friendly terms. I forget whether, between the date of the award and of delivery to me of my lands, I ever asked the Collector for my share of the income from these lands. My Vakil applied to the Collector to be paid my share of certain debts due to the estate, and not included in the award. I see that a sum of Rs. 3,963-11-0 is shown in the award as arrears of rent shown by Ramabhadra as due from tenants. I forget whether I ever asked Ramabhadra Raju about this. I did not collect any part of it. It was the renter's due. Up to the date of the award I had a right to a share in the profit as renter of the zamindari. After that award Ramabhadra Raju alone was entitled to the rental of the zamindari. I, Jogi Raju, and Ramabhadra gave security for the rental of the zamindari after the award, but whether we gave it jointly or severally I don't remember.

Q.—Are you and Ramabhadra Raju on friendly terms?

A.—We are not enemies.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 116. Deposition of Plaintiff's 3rd witness, 12th and 13th September 1892.—*concluded.*

(*No further answer could be elicited.*)

I never had occasion to go to a Court to secure rent from a ryot.

Gadagam Somanna is a dependant of mine, and brother of Balaramiah. I had no gumastah up to the date of the award ; nor had Jogi Raju. It was only after the award that I employed a gumastah Balaramiah. Adiah was entertained when I bought other lands, 3 or 4 years ago. Jogi Raju did not employ any gumastah until after the award. Balaramiah was the man he employed. I don't know whether he employed any one else. Quit-rent is due on some of my lands situated in the Kurpam Zamindari and in Palkonda. Kattubadi is also due. I never paid quit-rent myself. I have no receipts for having paid any quit-rent. I cannot say what rent is payable on my lands. I remember that the Kurpam Zamindar brought a suit against me, Jogi Raju and Ramabhadra Raju for quit-rent due on Alluvada village. There was a decree against us. In the District Court the suit was dismissed reversing the Munsif's decree. I cannot remember whether afterwards the Collector collected from Ramabhadra Raju this quit-rent which had been claimed from the three of us.

Cross-examined:—After the death of Chendrasekhara Raju the Collector took over management of all the family property. No one appointed Ramabhadra Raju as manager of the family. I do not admit that Ramabhadra Raju was the manager of the family. I (?) meant by the word *yejamani* that he was the eldest male of the family. The guardian gave us all maintenance after the death of Chendrasekhara Raju. Each of us three brothers got Rs. 50 monthly.

Re-examined:—After the death of Chendrasekhara, we had no seri land. I see from the award that I was entitled to income from seri land, but I know nothing about it. My Vakil must be asked. The Collector on the death of Chendrasekhara took charge of the gardens. I don't know whether the rent, due to Ramabhadra Raju as renter of the Zamindari, included the income from divisible *Inams*, gardens and other partible immovable property.

(Signed) H. R. FARMER,
District Judge.

13—9—92.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 117. Deposition of Plaintiff's 4th witness, 13th September 1892.

No. 117.

Deposition of 4th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

4th Witness for Plaintiff.

Name	...	...	Kolluri Ramayya.
Father's name	...	...	Do. Sitanna.
Residence...	...	...	Parvatipur.
Caste	...	...	Kshatriya.
Age	...	...	22 years.
Occupation	...	...	Clerk, Sub-Magistrate's Office.

Deposes on solemn affirmation:—

I produce such of the documents mentioned in the summons as could be found in the records of the Parvatipur Sub-Magistrate's (Deputy Tahsildar's) office. I made the search myself. I have held my post for 18 months. Before that, I was a tutor to the 1st Defendant's son for 2½ years. The Deputy Tahsildar was present one day during my search. The head gumastah helped me in the search. I did not find any of the chittah or land-cess accounts from 1876 to 1888. I produce no *hukums* written to the Merangi renter about quit-rents or kattubadi or land-cess. I produce the correspondence about the arbitration award in 1874. I don't know how long quit-rent accounts are kept.

(Signed) H. R. FARMER,
District Judge.

13—9—92.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 118. Deposition of Plaintiff's 5th witness, 14th September 1892.

No. 118.

Deposition of 5th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

5th Witness for Plaintiff.

Name	Krushna Sahu.
Father's name	Gangadhara Sahu.
Residence	Parvatipur.
Caste	Uriya Brahmin.
Age	50 years.
Occupatien	Inamdar.

Deposes on solemn affirmation :—

I knew Jogi and Chendrasekhara Raju, and I know the Defendants. I remember when Chendrasekhara Raju died. I know the state of his family. Ramabhadra Raju was eldest male of the family surviving Chendrasekhara Raju. On the death of Chendrasekhara Raju, the Taluq of Merangi was rented to Ramabhadra Raju, and he too from the time of Chendrasekhara Raju's death collected the rent of the Inams which belonged to the family. For the first year after Chendrasekhara Raju's death, Ramabhadra Raju managed all the family property including the Zamindari. Then the Court of Wards took the moveables, Inams, Zamindari and everything else. The Court of Wards rented the Zamindari to Ramachendra Patrudu who transferred his lease to Ramabhadra Raju. Ramachendra Patrudu managed the Inams. The seri lands remained under Ramabhadra Raju. The Court of Wards took from Ramabhadra Raju everything except the seri lands ; at least they thought they did so, but he wrongfully kept back Rs. 52,000 odd and I gave evidence about this before the arbitrators. The minor Zamindar, on the death of his father Chendrasekhara Raju, remained with Jogi Raju and the Defendants for 18 months until the Collector took charge of the estate. Then the minor was taken for *his education* to Vizagapatam. Jogi Raju and Soma Raju were then 16 and 18 years old respectively, and Ramabhadra Raju was 20 years old. Two or three years after the Collector took charge, arbitrators were appointed to divide the divisible part of the estate into 4 shares. Their enquiry lasted about 6 months. I was present when the award was pronounced at Parvatipur. Then Ramachendra Patrudu (since dead) said that Ramabhadra Raju was to be manager for his two younger brothers Jogi Raju and Soma Raju, and Ramabhadra Raju agreed

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 118. Deposition of Plaintiff's 5th witness, 14th September 1892.—*continued.*

that this arrangement had been made. After the award Jogi Raju and Soma Raju were under the protection of Ramabhadra Raju, and the Collector gave their property to Ramabhadra Raju. As to the land awarded to them by the arbitrators, it is true that each gave separate receipts to the Deputy Tahsildar, but it was Ramabhadra Raju alone who, through his gumastah received possession of the lands awarded to himself and his two brothers. Then the gumastah who took charge from Ramabhadra Raju was Gadagam Balaramiah. Owing to the fact (that) the arbitrator's award recited the fact of the four brothers being divided in respect of the property dealt with, it was thought best to get from each a receipt for his separate share. I was Chendrasekhara Raju's local agent at Parvatipur, and after the estate was rented to Ramabhadra Raju I was appointed *Samutdar* by the Collector. I collected from the Inam the one quarter pertaining to the minor Zamindar, and Ramabhadra Raju collected the other three quarters belonging to himself and his two brothers, from the time of delivery by the Collector. About a year after the award Ramabhadra Raju attended to the renting out of the Inam of all three shares. I know personally that Ramabhadra Raju collected all the rent due to himself, Jogi Raju and Soma Raju. Jogi and Soma Raju never managed any of the lands from the date possession was given by the Collector to the date when the suit was brought. Ever since the suit Ramabhadra Raju is paying quit-rent on behalf of the three shares though the demands are separate. For four years, 1879—83, Ramabhadra Raju did not rent the Zamindari; but for one year or less during this period (1879-83) Ramabhadra Raju rented. I collected the *kattubadi* and quit-rent of the Zamindari, and what was due on the minor's share of the Inams. I collected from the shares of the other three quit-rent and land-cess due to Government. During the years from 1879—1883 when the estate was under the Collector's management, it was my business to collect the quit-rent and land-cess due to Government on those minor Inams which belonged to Jogi Raju and his two brothers and which are situated in the Merangi Zemindari. I collected them; and Ramabhadra Raju paid one year on behalf of himself and his two brothers, and in the other year separate demands were issued against each of the brothers according to the award, but even then Ramabhadra Raju paid for all three brothers. After Ramabhadra Raju went to live at Kurpam, separate demands had to be issued before he paid quit-rent and land-cess on account of himself and brothers. When the demands against Jogi Raju were first brought to Ramabhadra Raju after Jogi Raju had gone to Kurpam, Ramabhadra Raju paid what was due by all three brothers. Until Jogi Raju went to Kurpam he and his two brothers lived as one family. But even after Jogi Raju went to Kurpam Ramabhadra Raju continued to hold all the lands of himself and his two brothers; and is so in possession now. Jogi Raju never paid quit-rent or land-cess separately and never got separate receipts Nor did Soma Raju (2nd Defendant). Gadagam Balaramiah was the gumastah of Ramabhadra Raju who looked after the lands of himself and his two brothers All three brothers messed together until Jogi Raju went to Kurpam. Up to date Soma Raju and Ramabhadra Raju are messing together. From the time when the three brothers got their share in 1878, the same ryots are cultivating the lands of all three brothers, when the brothers had each a share in the

RECORD.

PART I.

In the District Court of Vizagapatam,

No. 118. Deposition of Plaintiff's 5th witness, 14th September 1892.—*continued.*

same farm (*Istuva*) and I took kadapas for the minor's share, and Ramabhadra Raju took kadapas for the other three shares. The Inam at Nidagallu fell to Soma Raju and Jogi and Ramabhadra Raju had no share in it according to the award. But for that too Ramabhadra Raju took the kadapas from the ryots. Nidagallu is not in that part of the Merangi estate which was under me; so, I did not collect the quit-rent or land-cess. Ramabhadra Raju paid the road-cess, and quit-rent on the Inam at Kanapadoravalsa. I must have given receipts to Ramabhadra Raju for payment of quit-rent on behalf of himself and his two brothers for all Inams they held in the Boorga Hinda of Merangi Taluq.

Cross examined:—I am now employed as Amildar under Jagannadha Raju, the judgment-debtor in the Merangi partition suit. I collect the rent; but Government direc ly collect land-cess and quit-rent.

I probably gave evidence against Ramabhadra Raju in the suit which he brought against the Collector for forcible dispossession for (*sic*) the "Farm" (rental of Merangi) about 1879 or 1880. Then the Collector brought a suit to cancel the lease to Ramabhadra Raju, and I gave evidence again against Ramabhadra Raju. I gave evidence for the minor Zamindar in the partition suit. I never gave evidence against Ramabhadra Raju before the Parvatipur Munsif. The minor Zamindar and Ramabhadra Raju have been on bad terms since 1883. I visited Ramabhadra Raju once or twice yearly, but not for the last two years I live 6 or 8 miles from Merangi. After Chendrasekhara Raju's death, I worked under Ramabhadra Raju until he became the renter under the Collector for a year. I got Rs. 50 a year. This was while the lease stood in the name of Ramachendra Patrudu. Ramabhadra Raju was the real renter, and, as I had been appointed by Chendrasekhara, he kept me on for a year. He did not dismiss me, but of my own accord I took a post of Rs. 7½ a month under Ramachendra Patrudu. I looked after minor Inam and Mondenkallu Hill Mitta not rented to 1st Defendant. I have no enmity towards Ramabhadra Raju and have friendly feelings towards him. I have never been (*sic*) 7 or 8 days; so has he. I have not visited him. In Merangi the three brothers had separate apartments in the Fort. I never saw them dining, nor did I see their meals prepared together. There was but one kitchen.

The seri land under Ramabhadra Raju is in Merangi—all in one farm. The rental of it is Rs. 300 according to the accounts. This is cultivated by the Inamdar's bullocks and farm servants. The steward who overlooked the cultivation is dead. I did not see the grain from the seri lands taken to Ramabhadra Raju, but his employés looked after the harvesting. As Ramabhadra Raju was the eldest he managed the seri lands. As Ramabhadra Raju managed the business of the 3 brothers, I say the other two were under his protection. I have lands in 5 or 6 places in Merangi Estate and in Kurpam.

My land at Konkadala was cultivated by renter Musili Naidu for 16 years. In Bottivalasa,(*hesitates*), Kavi Sita Naidu cultivated my land 16 years ago and now. They cultivate ryotwari land too. I did not see Ramabhadra Raju

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 118. Deposition of Plaintiff's 5th witness, 14th September 1892.—*concluded.*

himself getting kadapas executed. I saw his gumastah Gadagam Balaramiah getting kadapas executed in Ramabhadra Raju's name, 5, 6 or 8 years ago, at Merangi in the Zamindar's cutcheri. I cannot say who were present, nor give the names of the ryots. They were ryots of Merangi and Alluvada. Each ryot executed a kadapa—3 or 4 kadapas. Balaramiah was dictating to a gumastah.

I often saw Ramabhadra Raju's subordinate collecting rents. I saw this last, last year. I can't say how often I saw this. I remember 1871, but forget disputes which happened then. About 12 years ago Jogi Raju went to Kurpam.

(Signed) H. R. FARMER,
District Judge.

14—9—92.

No. 119.

No. 119. Deposition of Plaintiff's 6th witness, 15th September 1892.

Deposition of 6th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

6th Witness for Plaintiff.

Name of witness	...	...	...	Botcha Joganna.
Father's name	...	...	...	Do. Virayya.
Residence	...	...	...	Merangi.
Caste	...	...	...	Gaju Kapu.
Age	...	...	...	36 years.
Occupation	...	...	...	Cultivation.

Deposes on solemn affirmation:—

I am a cultivator at China Merangi. The land I cultivate is wet land called Panukupallam. Four people have a share in this Inam land. They are the minor Zamindar, Ramabhadra Raju, Somasekhara Raju and the heirs of Jogi Raju. I have been cultivating this land for 10 or 12 years. I have been writing kadapas whenever asked to do so. No cowle was ever given me. I have been executing a separate kadapa to each of the 4 share holders in my land.

Note.—The Plaintiff's pleader says that this witness and most of his witnesses have been won over by the Defendants, and asks leave to cross-examine as a hostile witness. Permission granted.

RECORD.
PART I.
In the District Court of Vizagapatam.
No. 119. Deposition of Plaintiff's 6th witness, 15th September 1892.—*concluded.*

I have got receipts for rent paid. Though summoned to produce them I have kept them in my lodgings. I have no receipt from Jogi Raju. Somasekhara (2nd Defendant) never gave me a receipt. The gumastah Balaramiah gave me a receipt. The gumastah Balaramiah gave me receipts. No demand was ever issued against me for arrears of rent, under the Rent Recovery Act.

I cannot read. I see three papers said to be receipts and one paper said to be a demand now shown. The cist of my land is Rs. 55 yearly, payable in three instalments. The receipt, dated 9th January 1887, as read out to me purports to be given from Ramabhadra Raju's office. Such a receipt was never given me. I know this as I used to get the receipts read to me. I don't know what was written in the receipts. I only had them read to see if the full amount paid by me had been credited. I never paid my rent to any one but Gadagam Balaramiah. For each sum I paid I only got one receipt. Except that I satisfied myself that all I had paid was acknowledged in the receipts. I know nothing of the contents of the receipts.

I got the kadapas read to me.

No Cross-examination.

15—9—92.

(Signed) H. R. FARMER,
District Judge.

No. 120. Deposition of Plaintiff's 7th witness, 15th September 1892.

No. 120.

Deposition of 7th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

7th Witness for Plaintiff.

Name of witness	... ...	Tentu Musali Naidu.
Father's name	... ...	Do. Gadibi Naidu.
Residence	... ...	Kanapadoravalsa.
Caste	... ...	Koppulavelama.
Age	... ...	50 years.
Occupation	... ...	Cultivator.

Deposes on solemn affirmation:—

I am cultivating a piece of Inam belonging to Jogi Raju and situated in Kanapadoravasla, and called Mamatikarrapolam. I have been cultivating it for 5 or 6 years. I used to execute kadapa, but never get a cowle. Gadagam Balaramiah used to get the kadapa executed, and it was to him I paid the rent.

Deputy Registrar.

RECORD.
PART I.
In the District Court of Vizagapatam.
No. 120. Deposition of Plaintiff's 7th witness, 15th September 1892.—*concluded.*

Sometimes, he would give a receipt, and sometimes not, and those given me were burned. I cannot read.

(*Pleader gets permission to cross-examine.*)

The yearly rent of the Inam is Rs. 80. Four families cultivated this Inam. My share of the rent is Rs. 20 and for this I cultivate a separate one quarter of the land. There are no fixed instalments. We pay when we get the money. The only person we, tenants, had to deal with was Gadagam Balaramiah. I know nothing as to the owner or shares of this Inam.

Jogi Raju I have not seen for 10 or 12 years. When any question arose as to repairs or disputes about the land, the only man we looked to was Balaramiah. Balaramiah took all I paid. Besides 20 rupees rent I had to pay road-cess. He collected that too. I don't know whether the Rs. 20 rent included quit-rent. Gadagam Somanna never gave me a receipt. Somanna is Balaramiah's brother, I never gave Nambur Suryanarayana Rao any receipts for rent of the Inam I have metioned. I was never asked for any receipts by him. I was summoned to produce receipts, and I have produced none. I spoke to Ramabhadra Raju near the Court.

Cross-examined.—I never heard of Namburi Suryanarayana Rao. He has been giving me batta daily.

He never asked me what I knew about the case. He never asked me for any papers. I went to the house of Akella Suryanarayana Rao, the plaintiff's pleader, once. He never asked me for any papers, and I never gave him any.

(Signed) H. R. FARMER,
District Judge.

15—9—92.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 121. Deposition of Plaintiff's 8th witness, 15th September 1892.

No. 121.

Deposition of 8th witness for Plaintiff

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

8th Witness for Plaintiff.

Name of witness	...	...	...	Challa Jogulu.
Father's name	...	...	...	Do. Ellapa.
Residence	...	...	...	Sivvam.
Caste	...	...	...	Gadaba.
Age	...	...	...	70 years.
Occupation	...	...	...	Servant.

Deposes on solemn affirmation :—

There is a piece of Inam in Sitaramapuram yielding Rs. 110 rent belonging to the Merangi Zamindari family. I cultivated it for 6 years and relinquished it 4 years ago.

I got no cowle or *dhimut*. I executed no kadapas. I got no receipts. My sons are now working as traders who carried on Ramabhadra Raju (*sic*).

Pleader gets leave to cross-examine.

I see a document shown to me and said to be a *dhimut* given to me. I never got such a document. I cannot read.

I never heard read what purports to be a receipt given me by Gadagam Balaramiah. He never gave me such a receipt, or offered to give me any.

Cross-examined.—I never went to the house of the plaintiff's Pleader Akella Suryanarayana Rao. I never gave him or any one such papers as those he has shown me or any papers.

Re-examined.—I went to the house next to Krishna Rao's house ; and there Akella Suryanarayana Rao was standing and I was speaking to the witness Krishna Saha of Belgam.

(Signed) H. R. FARMER,
District Judge.

15—9—92.

Deputy Registrar.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 122. Deposition of Plaintiff's 9th witness, 15th September 1892.

No. 122.

Deposition of 9th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

9th Witness for Plaintiff.

Name of witness	...	...	...	Merugula Chinnam Naidu.
Father's name	...	...	...	Do. Kuruvi Naidu.
Residence	...	...	...	Singapuram.
Caste	...	...	...	Kapu.
Age	...	...	...	30 years.
Occupation	...	...	...	Cultivator.

Deposes on solemn affirmation :—

I cultivated land at Singapuram. It is Inam land, with no separate name. The rent is Rs. 30. I have been cultivating it for 10 years. They say there are four shares amongst the owners. I cultivate with my cousin the whole Inam. I pay the rent (Rs. 30) to Gadagam Balaramiah. I don't know whose gumastah he is. I know nothing about the shares of the owners. I have been executing kadapas yearly, one. I never paid any rent to any one but to Gadagam Balaramiah. I have only one receipt, and I have brought; and it is for last year.

(Not required by Plaintiff).

Up to date I am paying the rent to Gadagam Balaramiah.

(Signed) H. R. FARMER,
District Judge.

15—9—92.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 123. Deposition of Plaintiff's 10th witness, 15th September 1892.

No. 123.

Deposition of 10th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

10*th Witness for Plaintiff*:—

Name of witness	...	...	...	Chinta Sanyasi.
Father's name	...	...	...	Do. Chittayya.
Residence	...	...	...	Kanapadoravalsa.
Caste	...	...	...	Koppula Velama.
Age	...	...	...	30 years.
Occupation	...	...	...	Cultivator.

Deposes on solemn affirmation:—

I cultivate land of the Plaintiffs and Defendants in China Merangi. It is Inam called Geddapallam—the rent is Rs. 36 odd for each share. The total is about Rs. 110. I have a separate kadapa for each of the three shares. Gadagam Balaramiah gets the kadapas written. I never got any receipt for the rent. I never saw Jogi Raju or Somasekhara Raju (2nd Defendant). I have been cultivating the land for 10 or 12 years. I don't know how long Jogi Raju lived at Kurpam. We tennants looked to Balaramiah for everything in connection with the land of the 3 sharers. No demand under the Rent Recovery Act was ever issued against me. I cannot read. No such demand as that now read (dated 12—10—86) was ever served on me.

Cross-examined.—I brought no papers with me, and gave no one any papers.

15—9—92.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 124. Deposition of Plaintiff's 11th witness, 15th September 1892.

No. 124.

Deposition of 11th Witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

11*th Witness for Plaintiff.*

Name of witness	...	...	...	Alluvada Kurmanna.
Father's name	...	...	...	Do. Butchayya.
Residence	...	...	...	Alluvada.
Caste	...	...	...	Susti Karanum.
Age	...	...	...	40 years.
Occupation	...	...	...	Mirasidar.

Deposes on solemn affirmation:—

I belong to Alluvada. There are Inam lands belonging to the parties in the suit in the village. I never cultivated them. I collect the quit-rent of it from the Plaintiffs and Defendants. The land is in Kurpam Zamindari. As I am the karnam, I collect the quit-rent from the Inamdars on behalf of Government. I have been karnam for 1 or 2 years.

The three sharers of the Merangi Inam, who are parties to the suit, and the minor Zamindar, each pay me Rs. 63 odd quit-rent. I receive it. I never gave any receipt. I have no record about this. The Defendant's witness Devapally Venkanna is not my brother-in-law. I and he are putting up in the same godown.

15—9—92.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 125. Deposition of Plaintiff's 12th witness, 15th, 19th & 28th September 1892.

No. 125.

Deposition of 12th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

12th witness for Plaintiff.

Name of witness	...	...	...	Achanta Veeyanna.
Father's name	...	...	...	Do. Kama Raju.
Residence	...	...	...	Merangi.
Caste ...	...	...	...	Brahmin.
Age ...	...	...	...	53 years.
Occupation	...	...	...	Musadi.

Deposes on solemn affirmation.

I know the parties to the suit, and I know the late Zamindar Chendrasekhara Raju and Jogi Raju. When Chendrasekhara Raju died on *Bhadrapada* of *Sukla* (September 1869) Jogi Raju was 18 years old, Ramabhadra Raju was 21 years old and Somasekhara Raju was about 20 years old then. Ramabhadra became the manager of the family on the death of Chendrasekhara Raju. Ramabhadra Raju took charge of all the moveable and immoveable property of the family. Ramabhadra Raju had charge of the Zamindari for a year after the Zamindar's death, and then the Court of Wards took charge. Then the Court of Wards rented the Zamindari for one year to the minor's guardian Nissankuni Ramachendra Patrudu. This lease was for the Zamindari only. Ramabhadra Raju still kept the Inams, gardens, houses and moveables of the family up to the time of award in 1874. The Court of Wards took the accounts but not the moveables. I remember the award and the contract which was the day or 2 days before the award. I mentioned the year 1875 by mistake. Until the award, Jogi Raju and Somasekhara Raju were under the protection of Ramabhadra Raju in the Merangi Fort. In 1871 and 1872 Jogi Raju was at Vizagapatam, Parvatipur and Kurpam. From the date of the award to 1881 Jogi Raju lived in the Fort at Merangi; so also did Ramabhadra Raju and Somasekhara Raju, and the two latter continue to live there still. The share awarded in October 1874 to Jogi was in the possession of Ramabhadra Raju. The property—houses, &c., which, before the award of partition was passed, was in Ramabhadra Raju's possession, continued to be so after the award by virtue of the agreement for re-union made just before the award.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 125. Deposition of Plaintiff's 12th witness, 15th, 19th & 28th September 1892.—*continued.*

The Sub-Magistrate divided the property into 4 shares. The share of Jogi Raju and Somasekhara Raju was given to Ramabhadra Raju. Each gave separate receipts as the Sub-Magistrate required this. Up to day Ramabhadra Raju has the possession of all three shares. I was acquainted with Jogi Raju. Jogi Raju never took any part in the management of his share. Ramabhadra Raju never gave Jogi Raju any part of his (Jogi Raju's) share. I know Jogi Raju's signature, and his handwriting. Up to 1881, Ramabhadra Raju supported Jogi Raju. In the year 1881 Jogi Raju married the daughter of the Kurpam Zamindar as his 2nd wife, and then went to live at Kurpam. His senior widow still lives in the Fort at Merangi and is supported by her cousin the 1st Defendant. She never went to Kurpam. Jogi Raju and Somasekhara Raju got married 1 or 2 years after the award. The marriages were conducted by Ramabhadra Raju at Merangi both on the same day. Ramabhadra Raju did all the work of leasing and collecting rent on the shares of all three brothers. He employed on this work Gadagam Balaramiah and his brother Somanna. There was another cash gumastah Markonda Patnaikan Pattabhiramiah and was succeeded by his son Adiah 4 or 5 years ago. There was an interval when a nephew of Pattabhiramiah worked for 2 or 3 years; and then he died and Adiah succeeded him. After the award, the Plaintiff was employed by Ramabhadra Raju and his Dewan Behara Radhakrishnan (died), Amaldar Achuta Ganga Raju (now dead), Venkata Sitayya—gumastah, Vazeer Sahib—Bakshi, Palleri Somasundara Javabnevis, Mayande Paltete Narasiah, I remember no more. The subordinates attended indiscriminately to the lease of the Zamindari, and to the property which had come to the shares of the three brothers. Jogi Raju and Somasekhara Raju had no establishment. Radhakrishnan and Ganga Raju supervised the work of Balaramiah and Somanna.

Cross-examination.—I was once employed as Killedar of the Fort under Ramabhadra Raju from the time of Chendrasekhara Raju up to 1872, and from 1874 to 1881.

From 1871-74 and from 1881 to date, I have been at Kurpam. I was never dismissed by Ramabhadra Raju. I was never prohibited from visiting Ramabhadra Raju. I have had no communication with him since 1881. Ramabhadra Raju and the Kurpam Zamindar were on bad terms for a long time. In 1871 when Jogi Raju went to Kurpam it was with a view to marry his second wife. He fell out in 1871 with his brother and went to Kurpam. The Collector would not sanction the marriage. The Kurpam Zamindar got Jogi Raju to execute in his favour in 1871 a bond for Rs. 12,000. It was after the award of 1874 that a suit was brought by Kurpam on this bond in the District Court. Neither Somasekhara Raju nor Ramabhadra Raju were parties to that suit. I then came with Jogi Raju to Vizagapatam. Jogi Raju did not plead that his property was all with Ramabhadra Raju. The Collector took charge of some of the cash and bonds of the family within a year after the death of Chendrasekhara Raju. The jewels he took were only those in the possession of the minor. No receipt was taken from Ramabhadra Raju for the family jewels left with him. The ornaments left with Ramabhadra Raju were

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 125. Deposition of Plaintiff's 12th witness, 15th, 19th & 23th September 1892.—*continued.*

worth Rs. 6,000 or Rs. 7,000. During the interval between 1869 and 1876 Ramabhadra Raju managed all the lands (besides the Zamindari) and paid one-fourth of the (?) to the Deputy Tahsildar for the Collector. In 1876 my post as Killedar was a sinecure. I never collected any money or arranged any rents. I was present in 1876 when the Sub-Magistrate divided the property into 4 shares, making a list of each share. One ryot cultivated the share of all 4 owners. In Merangi Botla Joganna was a ryot. No money was sent by Ramabhadra Raju from Merangi to Jogi Raju at Kurpam from 1881 to Jogi Raju's death. Before the notice of this suit, Jogi Raju once wrote a letter asking for his share. When suits had to be filed in respect of Jogi Raju's share, Ramabhadra Raju used to conduct all the business and get Jogi Raju to sign necessary papers. I know Jogi Raju brought Original Suit No. 6 of 1878 against Salur Sitaram Raju in this Court for the 6,000 principal besides interest. Jogi Raju took the decree amount. I don't know that he gave it to Ramabhadra Raju. I and Singumahanti Gopalasami did not take that money to Ramabhadra Raju. Shortly after recovery of the decree amount, Jogi Raju lent Rs. 1,000 to Suryanarayana Patrudu and Rs. 600 to Ganta Eruka Naidu, and Rs. 700 to Egireddi Rami Naidu, and I can't remember if he lent anything to Damoda Sondari. I can't remember if he repaid anything he owed to the Kurpam Zamindari. Jogi Raju's senior wife brought a suit against her husband in the Sub-Court at Vizagapatam in 1881. I don't know whether Jogi Raju paid her Rs. 15,000 which was I know decreed to her.

Re-examined.—Jogi Raju compromised the suit brought by the Kurpam Raja. I don't know that he contested the suit. I have seen the letter (dated 15th July 1890) now shown to me. The writing resembles mine, but is not mine. Achanta Venkata Rao, Pleader of the Munsif's Court, Parvatipur, who is sitting next the 1st Defendant's pleader and taking notes, is my elder brother's son.

(Signed) H. R. FARMER,
District Judge.

15—9—92.

Re-affirmed 19—9—92.

I know Gadagam Somanna. I saw him at Merangi on the day when a summons was brought to him to appear at the present hearing of this case. On the 20th or 21st October I and the Process server and peon Gangayanna went together to the houses of Somananna and Balaramiah. When we got near the house, the two brothers were grinding some medicine, and seeing us they went inside and shut the door.

Cross-examined.—The process peon's name was Appanna—a Telugu man. The day before, the peon had got a report from the village officers to the effect that Somanna was absent from the village. He told Gangayanna and she told us to go and see; so we went with the peon. I and Nilam Naganna went with the peon. We did not take the village officers. We got nothing recorded about seeing Somanna. I see the duplicate summons. I did not send a report (to) the Pleaders by letter of this occurrence.

(Signed) H. R. FARMER,
District Judge.

19—9—92.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 125. Deposition of Plaintiff's 12th witness, 15th, 19th and 23th September 1892.—*concluded.*

12th Witness for Plaintiff re-called.

I knew Jogi Raju and his signature. I can identify his signature if I see it. I knew his signature from the time when he learned to write up to the time of his death. For some time, that is up to 1877, he used to sign Sri Setruicherla Jogi Raju Bahadur Garu. After 1877 he used to sign himself Sri Raja Setrucherla Jogi Raju Bahadur Garu. The other two brothers also assumed the title of Raja in 1877. I cannot give any explanation for the assumption of the title. They were growing up, and might therefore have assumed it. I see Exhibit 13. It purports to be signed by Jogi Raju, but it is not his signature. The signature in Exhibit 13 seems to be the work of a better man than Jogi Raju. There are two mistakes in it. It is written Rajá instead of Rájá. Again it ought to be Bahadru, but it is Bahadara.

Cross-examined :—Jogi Raju could read and write. I have seen him write. I do not know that Jogi got any title in 1877, when Her Majesty assumed the title of Empress of India.

The house name of Jogi Raju he used to write Setrucherla not Satrucherla. His signature was written in a hand called in Telugu *Ballukatlu* (an irregular hand). The signature on Exhibit 13 seems to be an industrious attempt by a good writer to imitate Jogi Raju's signature. Jogi Raju's letters were smaller letters than those in his signature on 13. I forget in what month of 1877 the title Raja was first assumed. I noticed in 1877 the addition of the title Raja. In 1877 when I saw Jogi Raju assume the title of Raja in his signature, I asked him how this was, and he said he did it, because his elder brother did so. Jogi Raju used to sign *Gáru* not Gari. I forget whether he ever omitted the word "*Garu.*" About 1877 even when writing to the Collector Jogi Raju used to sign "Sri Rajah Setrucherla Jogi Raju Bahadur "Garu."

I don't remember his adopting any other form of signature in any writing.

Through Court :—I was always a dependant of Jogi Raju. I accompanied him to Kurpam and used to come with him to Vizagapatam. He used to support me and so did the Kurpam Zamindar.

(Signed) H. R. FARMER,
District Judge.

Sri Rajá *Setrucherla* Jogi Raju Bahadru Garu.

This was written by Plaintiff's 12th witness to show how Jogi Raju spelt his name.

(Signed) H. R. FARMER,
District Judge.

28—9—92.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 126. Deposition of Plaintiff's 13th witness, 16th and 17th September 1892.

No. 126.

Deposition of 13th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

13th Witness for Plaintiff.

Name of witness ...	... ...	Setrucherla Ramabhadra Raju.
Father's name ...	... ...	Do. Jagannadha Raju.
Residence ...	... ...	Merangi.
Caste	... ...	Kshatriya.
Age	... ...	42 years.
Occupation ...	... ...	Zamindar.

Deposes on solemn affirmation :—

I am the 1st Defendant. Jogi Raju was my half brother. Chendrasekhara Raju died in 1869. He left cash, paddy, weapons, horses, carriages, palanquins, jewelry, Zamindari, Inam lands, and bonds. Six or seven months after the death of Chendrasekhara Raju, the Collector took charge of all this property. During the 6 or 7 months the servants who held charge of the property on account of the late Zamindar continued to hold charge. I had not charge of it. The Sub-Magistrate wrote lists of all the family property. None of the family wrote such lists. What appertained to the young Zamindar was sent to the Collector and what was in the use of various members of the family was retained by them. The Collector after he had charge of the estate of 6 or 7 months rented it to Ramachendra Patrudu, who after 5 or 6 months, transferred the lease to me. The seri land was included in my rent. With regard to the Inams not forming part of the Zamindari, the arrangement was made by the Collector and they were not rented to me. Somasekhara Raju and Jogi Raju lived in the Fort at Merangi, and lived on the allowance of Rs. 50 each given them by the Court of Wards. Somasekhara Raju and Jogi Raju first applied for protection of the whole family property including the Zamindari. Then I applied. Arbitrators dealt with all the family property except the Zamindari. The arbitrators took accounts of the property. I forget how much cash was brought in as assets of the estate by the arbitrators. I forget that it was Rs. 1,45,000. All the cash available was taken by the Collector 6 or 7 months after Chendrasekhara Raju's death. Nothing was left with me. I don't know whether the arbitrators found that I was responsible for Rs. 53,000, and I forget whether I pleaded that that sum belonged to my mother. I made no attempt to get the award cancelled, but I objected to its

Deputy Registrar.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 126. Deposition of Plaintiff's 13th witness, 16th and 17th September 1892.—*continued.*

terms. I submitted to the arbitration; and we three brothers entered into an agreement to re-unite. We intimated to the arbitrators that we had arranged such a re-union. I got Rs. 5,000 as my share of the cash. Jogi Raju got Rs 38,000 odd. Somasekhara Raju got Rs. 11,000, odd. I can't say why our shares were thus unequal. This award of 1874 treated as partible profit, the profits of my lease of the Zamindari. The Court of Wards had charge of Inams outside the estate. At the time of the award I and my brothers had only the articles in daily use, clothes, utensils. They were dealt with in the award. What each brother had in use was worth about Rs. 1,000. By the contract of 6th October 1874, I was constituted the manager of the family consisting of myself and my two brothers. I hear the contract to re-unite read (Exhibit B). It was arranged by the contract that I should get possession of the shares of all three brothers. It is not stipulated that it lay on me to get possession, or on my brothers to place me in possession of the property. In pursuance of this agreement I went to the Collector for the purpose of getting possession of the property of myself and my two brothers. I wrote a letter accordingly to the Collector.

I see the letter dated 9th August 1875. It was addressed by me to the Collector and I have signed it (marked Exhibit C). I forget what answer came to this letter, but I went by myself taking with me the agreement of 6th October 1874 (Exhibit B). I see my reminder, dated 20th August 1875 (Exhibit D). In that I asked for an answer to my letter of the 9th August. I don't (know) who was clerk who wrote these letters for me. The Collector said he could not give me the property of my brothers on the strength of the agreement of the 6th October 1874. This he said personally when I went to Vizagapatam in 1875. The result was that my two brothers gave me a Power of Attorney to receive their shares. It was not owing to any objection on the part of my brothers that the agreement of 6—10—74 was not accepted by the Collector. I got cash and bonds from the Collector on behalf of my brothers. I forget what Jogi Raju's share was. I see the public copy of the award, Exhibit E, put in by my Pleader. The share of Jogi Raju is entered therein as Rs. 39,684-13-8 on account of Jogi Raju. The Collector gave me cash amounting to Rs. 38,000 odd. I forget why I did not get the full amount of Rs. 39,684-13-8. I see the public copy of the receipt (Exhibit F) showing that I got Rs. 38,624-2-6 on account of Jogi Raju. I also got a share in Exhibit G, bonds representing Rs. 30,596-5-2 belonging to Jogi Raju. After the receipts were given, I applied verbally to the Collector for the lands of all three of us brothers. I have heard read the Collector's letter, dated 2nd December 1875 (Exhibit H). I forget whether I received it. I don't know whether the Collector wrote a Takid to the Deputy Tahsildar as mentioned in Exhibit H. The cash I received from the Collector consisted of notes for Rs. 10,000 and silver Rs. 45,000 odd. I took the money back to Merangi where I and my two re-united brothers lived together. We were all three good friends then. Some time after my return the Deputy Tahsildar handed over to me my own share, weapons, books, houses and lands. Each had the ornaments in use But for these two separate receipts were given. Each brother took his own share. My gumastah Achanto Ganga Raju took delivery of my

RECORD.

PART I.

In the District Court of Vizagapatam,

No. 126. Deposition of Plaintiff's 13th witness, 16th and 17th September 1892.—*continued.*

share of the immoveables, 6 or 7 months after the Collector gave me the cash and bonds. I don't know who took delivery of the land which fell to the share of my brothers. I gave receipt at my house. My brothers gave no receipt in my presence. I did not go to the land nor did my brothers, to take charge. We all three lived in one house then, up to the time of my receiving the bonds and cash. As Somasekhara Raju and Jogi Raju did not agree to let me take their shares of the lands, I did not take them. As soon as I returned from Vizagapatam my brother said "as our shares are greater than yours we do not wish to act on the *samakhya*, and you must not take delivery of our share of the land." This was 4 or 5 days after my return from Vizagapatam and about 15 days after the Collector had given me the bonds and cash. Ramachendra Patrudu, Behara Radhakrishnan, Achante Bapi Jogu, Achante Ganga Raju, were present when they said this and so Paltete Nursiah and Paltete Balaramiah. I can remember no one else. None of them then present are now alive. As soon as my brother said that they would treat the re-union agreement as cancelled I agreed. No discussion followed. My brothers had seen the award. This cancellation of the registered re-union agreement was never made the subject of any record. We did not apprize the Collector of its cancellation, nor the Tahsildar. Since the time when we three verbally cancelled the agreement to re-unite, we have become members of a divided family and have held nothing in common. I forget the contents of the award. No stipulation, that I remember, was ever made as to the sums which the award provided that I was accountable for to my brothers. I never gave my brothers anything in liquidation or satisfaction of what they were entitled to under the award, except their share of the cash and bonds given me by the Collector on two days—cash on one day and bonds on the other. The Collector never gave me this the Government Pro-note for Rs. 15,000 mentioned in Exhibit H, nor the Rs. 2,000 for marriages mentioned in the same exhibit. When we verbally agreed to cancel the re-union document, we made no provision regarding Rs. 3,960-3-11, arrears of rental mentioned in paragraph 10, of the award, nor with regard to Rs. 1,248-8-0 worth of ornaments in Dalemma's—my mother's possession. I never wrote to the Collector that I had handed to my brothers their share of what he had given me. Up to the date of delivery of the Inams from the date of the death of the late Zamindar, the Inams had been in the Collector's possession. I forget whether after December 1875 the Collector ever requested me to collect the arrears on the Inams of myself and my brothers. I see Exhibit J. I forget whether I received such a letter. At the time of the award and until the Zamindar came of age, I rented the Zamindari. The Collector asked to give security for the rent. I give security, and so did my brother for Rs. 40,000 odd as required by the Collector (November 1876). I see Exhibit K. I signed it and sent it to the Collector. It is dated 8th June 1876. It mentions the agreement of reunion as still in force. I can offer no explanation for this; but it was a mistake to speak of the re-union which had been previously cancelled, as still in force. I see Exhibit L. It is signed by me (3-10-76). In that letter I asked the Collector to put me (and) my brothers in possession of our gardens and pattas. As my brothers had a share in the lands I wrote on their behalf. I did no other business for them in respect of their lands. I forget

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No 66. Defendant's Exhibit III. Copy of decree in S. C. S. No. 5 of 1872 in the Parvatipur District Munsif's Court, dated 18th January 1872.—*concluded.*

No. 67. Defendant's Exhibit IIIa. Copy of decree in S. C. S. No. 4 of 1872, on the file of the Parvatipur District Munsif's Court, dated 19th February 1872.

Not recovered by the Plaintiff.

This ceased to be in force on 4th May 1874. A copy of this decree is given again to Plaintiff's pleader Vallabha Joshyulu Lakshmi Narisimhulu Garu.

9th May 1874.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—1892 by 3rd witness for 1st Defendant and filed on 26—9—1892 as Exhibit III. Admitted.

(Signed) H. R. FARMER,
District Judge.

No. 67.

No. 8. *Defendant's Exhibit III A.*

Copy of Decree in a Small Cause Suit.

IN THE DISTRICT MUNSIF'S COURT OF PARVATIPUR.

Small Cause No. 4 *of* 1872.

Sri Raja Setrucherla Jagannadha Raju Bahudur Garu, Zamindar of Merangi, being minor, by Nissankuni Ramachendra Patrulu Garu of Merangi, who has obtained Power of Attorney, now residing at Vizagapatam ... ... *Plaintiff.*

versus

1. Reddypalli Suri.
2. Sarvapalli Appayya of Merangi. } *Defendants.*

Pleaders Vallabha Joshyulu Lakshminarisimhulu Garu and Panigrahi Raghunatham Garu.

	Rs.	A.	P.
Amount decreed to Plaintiff...	21	6	4
Costs	4	12	9
Total Rs...	26	3	1

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 67. Defendant's Exhibit IIIa. Copy of decree in S. C. S. No 4 of 1872 on the file of the Parvatipur Distaict Munsif's Court, dated 19th February 1874.—*concluded.*

It is ordered by this Court that the said Defendants do pay into Court the said amount, either on or before the 26th February 1872 with interest from the date, at Re. 1 per cent. per mensem.

Given under my hand and the seal of the Court this 19th February 1872.

(Signed) K. JAGANNADHA DOSS,
District Munsif.

Plaintiff is informed that this decree amount should not be received except through Court.

(Initialled) K. J.,
District Munsif.

	Rs.	A.	P.
Amount decreed	26	3	1
Interest	6	8	9
Costs	2	15	0
	35	10	10

Not recovered by Plaintiff.

This ceased to be in force on 4th May 1874. A copy of this decree is given again to Plaintiff's Pleader Vallabha Josyulu Lakshminarisimhulu Garu.

9th May 1874.

DISTRICT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—1892 by 3rd witness for 1st Defendant and filed on 26—9—1892 as Exhibit III A. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I,

In the District Court of Vizagapatam.

No. 68. Defendant's Exhibit IV. Copy of Razinama Petition in Suit No. 12 of 1874, on the file of the District Court of Vizagapatam, dated 10th December 1875.

No. 68.

Defendant's Exhibit IV.

Copy of Razinama Petition in a certain suit against 1st Plaintiff.

IN THE DISTRICT COURT OF VIZAGAPATAM

Original Suit No. 12 *of* 1874.

Sri Basava Jagga Raju Garu ... ... *Plaintiff.*
versus
Sri Setrucherla Jogi Raju Bahadur Garu ... ... *Defendant.*

Razinama petition filed by the said parties on both sides under Section 98 of the Civil Procedure Code.

We have settled amongst ourselves all the points in this suit, and we therefore pray that this suit may be struck off the file and that all the documents filed and presented by the parties on both sides may be cancelled so that they may not affect either parties on both sides or others.

Dated 10th December 1875.

(Signed) F. E. Sice,
Pleader for Defendant.

(„) A. Vencataramiah,
Plaintiff's Pleader.

(„) V. Venkiah,
Pleader.

(True copy).

DISTRICT COURT OF VZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by 3rd witness for 1st defendant and filed on 26—9—92 as Exhibit IV. Admitted.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 69. Defendant's Exhibit IVa. Copy of Razinama Petition, dated 10th December 1875.

No. 69.

Defendant's Exhibit IVa.

Copy of Razinama Petition in a certain suit against 1st Plaintiff.

IN THE DISTRICT COURT OF VZAGAPATAM.

Original Suit No. 13 *of* 1874.

Amanubolu Sivalingam. ... ... *Plaintiff.*

versus

Sri Setrucherla Jogi Raju Bahadur Garu ... ... *Defendant.*

Razinama petition filed by the said parties on both sides under Section 98 of the Civil Procedure Code.

We have settled amongst ourselves all the points in this suit, and we therefore pray that this suit may be struck off the file and that all the documents filed and presented by parties on both sides may be cancelled so that they may not affect either parties on both sides or others.

Dated 10th December 1875.

(Signed) P. L. F. C. LONGLOIS,
Counsel for Plaintiff.

(Signed) A. Vencataramiah,
Plaintiff's Pleader.

(„) V. Venkiah,
Pleader.

(„) F. E. Sice,
Pleader.

(True copy).

DISTRIT COURT OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Produced on 24—9—92 by the 3rd witness for 1st defendant and filed on 26—9—92 as Exhibit IV*a*. Admitted.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No 126. Deposition of Plaintiff's 13th witness, 16th and 17th September 1892.—*concluded.*

These two were in my employ when this suit was brought. Wazeer Sahib was the head of the peons; and if I had to write Hindustani he wrote it for me. Devapalli Venkiah was in my employ from 1872. He always drew Rs. 10 a month, so did Wazeer Sahib. I can't say what bonds went to Jogi Raju's share under the award of 1874. I forget whether the debt due on the bond executed by Mallavedu Tammandora was paid to me by Sringarapuram Nuckamma for Minakshi Amma, widow of Tamm ndora. I can swear that nothing was paid to me on account of this bond. I don't recollect. I don't know personally what Jogi Raju did with the money which I got from the Collector and gave him. I don't recollect whether the bond executed by Singu Mahanti Ramiah fell to Jogi Raju's share. I forget whether any decree was obtained on that bond. I forget whether any part of that debt came to my share. I forget whether I got from Singu Mahanti Ramiah a bond superseding a decree obtained on that bond. I was summoned to produce any documents I had obtained from any persons. I did not produce a document taken from Singu Mahanti Ramiah, dated 13th August 1880. I have heard read (document), dated 13th August 1880. I do not remember getting such a document executed. I did not get such a document executed. I know nothing of the land mentioned in that document as mortgaged.

I have been in the habit of issuing demands under Madras Act VIII of 1865 for arrears of rent on Inam lands. The gumastahs who attended to the demands were Govindu Ramamurti and Singu Mahanti Pattabhiramiah. I see a demand, dated 1st October 1886. That document bears a signature and a seal like mine, but they are not mine. I see another demand, dated 1st December 1888. It bears a seal and signature like mine, but they are not mine. I have brought my seal. I never saw any clerk or subordinate doing work for Jogi Raju or Soma Raju. I know of no such subordinate. My brothers lived in the fort with me. I never saw any accounts kept by or for them. In 1876, 77 and 78 Mukunda Patnaikuni Pattabhiramiah was a gumastah, but wrote no accounts. He carried out my verbal instructions. I have no accounts which any of my deceased subordinates prepared with regard to lands or bonds or cash. I have no accounts of what was collected on bonds. I never had any such accounts prepared. I have accounts of demand, collection and balance on lands, but no other accounts. I have no accounts of demand, collection and balance on lands before 1888. I have no accounts of any sort before 1888. I could not find any. They have been mislaid. I brought some cowls and kadapas relating to Inam lands for recent years. I can't say for what years. I have no cowls or kadapas relating to the time before Jogi Raju went to Kurpam.

No cross-examination.—

I have produced some bonds. I can't say roughly how much the total of the principal of these bonds is. I have no counterfoils or duplicates of receipts for rent of Inam lands. I have counterfoils of receipts given by ryots for the ryotwari land rented to me by the Collector. I see a receipt for Rs. 10,000, dated 11th March 1883. It is not signed by me. It does not bear my seal.

(Signed) H. R. FARMER,
District Judge.

17—9—92.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 127. Deposition of Plaintiff's 14th witness, 19th September 1892.

No. 127.

Deposition of 14th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

14th Witness for Plaintiff.

Name of witness ...	... ...	Saluru Sitaramayya.
Father's name ...	... ...	Do. Jagannayakulu.
Residence ...	... ...	Chinna Merangi.
Caste ...	... ...	Srustikarnam.
Age ...	... ...	35 years.
Occupation ...	... ...	Mirasidar.

Deposes on solemn affirmation :—

I knew Jogi Raju and his two brothers. Gadagam Balaramiah died last Monday—week ago to-day. Somanna, his brother, is alive. He lives at China Merangi but I have not seen him there for three months I was away with the Zamindar at Boorgi. I know the handwriting of Balaramiah and Somanna. I was a cash keeper under Ramabhadra Raju from the time when he first rented the Zamindari till he lost it for the first time. I see the receipts, dated 9th January 1887 given to Botsa Joganna and under dates 2nd February 1888, and 17th February 1888 both given to Botsa Joganna. They are all written and signed by Gadagam Balaramiah. I see 10 receipts purporting to have been given to Tentu Musala Naidu. Gadagam Somanna was employed to look after the renting of the Inam lands by the 1st Defendant.

Exhibit Q.
" Q1.
" Q2.
Exhibits R, R1, R2, R3, R4, R5, R6, R7, R8 & R9.

I know the handwriting of Gadagam Balaramiah and of Gadagam Somanna. Except R3 which is signed by Gadagam Balaramiah, all the rest are signed by Gadagam Somanna. The handwriting of R, R1, R2, R3, R4, a portion of R5, the whole of R6, the whole of R7, the whole of R8, and R9, is Gadagam Somanna's. I see three receipts given to Salla Jogadu (Exhibits S, S1, and S2). S and S1 are signed by Balaramiah and S2 is signed by Somanna. There are numbers on the receipts. These are the same numbers as the counterfoils of receipts given. There is one series of number for each fusli. So if a ryot pays 5 times in one fusli his receipts will bear 5 different numbers. A new series of numbers is begun for each fusli. This (is) for ryotwari lands. In the receipts for Inam rent, the patta number or the kadapa number is

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 127. Deposition of Plaintiff's 14th witness, 19th September 1892.—*continued.*

shown. The numbers to the Kadapa are changed each year. I don't know whether on the receipts, they entered the Kadapa number, or the receipt number. Both systems were followed. I can't say on which system the receipts just shown me are numbered. Each payment of rent is entered in the chitta. Sometimes the entries are numbered and sometimes not. I see the *dhimat*, dated 14th February 1883, given to Salla Jogadu. It bears the signature and seal of the 1st Defendant. It is written by Annayya Balaramiah. I see the demand issued to Chinta Sanyasi, dated 1st October 1886. It is signed by the 1st Defendant, Ramabhadra Raju, and bears his seal. The endorsement of payment is in the handwriting of Govindu Ramamurti, a Batta Amin under Ramabhadra Raju. All the lands awarded as the shares of Jogi Raju and Somasekhara Raju were left in the possession of Ramabhadra Raju after the award, as they had been before the award, and were never put into the possession of Jogi Raju and Somasekhara Raju. Ramabhadra Raju arranged for the leasing of all their lands and collected the rents of them. Somasekhara Raju and Jogi Raju never did any business in respect of any moveable or immoveables which came to their share. Ramabhadra Raju did all the business connected with cash, bonds, lands, &c. Ramabhadra Raju never gave any property to his brothers. I was in his employ at Merangi, and if he had done so, I must have known it. All of us employes were under the orders of Ramabhadra Raju, and we obeyed the orders of the three brothers; but neither Jogi Raju or (*sic*) Somasekhara Raju gave us any orders regarding lands, bonds, cash or other property. I know Jogi Raju's signature.

Cross-examined.—I was employed at first to receive the cash collection, to keep an account of it, and then after showing this account to Ramabhadra Raju at 6 P. M., I used to hand him over the cash, and he locked it up, and kept the key. I was a cash gumastah. I, T. Byragi and Jagannayakulu were the cash-keepers. We were the persons employed about the cash. We were employed all the time from the beginning of Ramabhadra Raju's rental of the Zamindari. Two years before Ramabhadra Raju handed over the Zamindari management to the present Zamindar Jagannatha Raju, three fuslis ago, I continued in my post, continuously from the time when Ramabhadra Raju got the rental. I was not dismissed. I gave up the post as the pay was insufficient and my family was large. I took to cultivation. My lands yield 30 garces to 2 coparceners. That is the gross produce. Our share is 15 garces and I got 7½ garces. Four brothers of us take these 7½ garces. I was 15 or 16 years old when I entered Ramabhadra Raju's employ. The cash-keepers Tammiran Byragi and Jagannayakulu gave up their posts 7, 8, or 10 years ago. They were not dismissed. The present Rajah, Jagannayakulu Raju has his Cutcheri at Boorgi and so I have been working there. He gives me Rs. 6 a month. Ramabhadra Raju used to give me Rs. 2 or Rs. 2-8-0. I have been with Jagannayakulu Raju since fusli 1299 when he got the estate. Jagannatha Raju and Ramabhadra are good friends, but carry on litigation against each other. I used to go to Jogi Raju now and then at Kurpam, but was not in his employ. I went to him at least 50 times. Jogi Raju, Somasekhara Raju and Ramabhadra Raju were always friends. Ramabhadra Raju used to give me leave to go and see Jogi Raju. I used to go and tell him how I was circumstanced, and ask

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 127. Deposition of Plaintiff's 14th witness, 19th September 1892.—*concluded.*

him for some thing. He gives me something when he had anything. I cannot say how much. It is only 2 miles from Kurpam to Merangi. I know that Jogi Raju lent money to Suryanarayana Patrudu, got a decree against him and collected the money. The original loan was made at Kurpam, and it was Rs. 1,000. Jogi Raju lent some Rs. 600 or Rs. 700 to Egireddi Rami Naidu. Jogi Raju lent Rs. 400 to Ganta Eruka Naidu. These loans were made at Kurpam. I owe nothing to Gangayamma. Gangayamma brought suits against Ganta Eruka Naidu and Egireddi Rami Naidu.

Jogi Raju brought home Rs. 11,000 which he got under a decree against Salur Sitarama Raju. I can't say when he got it. I know of Kurpam Zamindar bringing a suit for Rs. 12,000 against Jogi Raju.

Re-examined.—The suit which was brought in Jogi Raju's name against Sitarama Raju, was conducted by Ramabhadra Raju and he paid the expenses of the suit. Jogi Raju was supported by the Kurpam Zamindar after he went to live at Kurpam. After the "*Samakhya*" of 1874 no suits were brought against Jogi Raju. Ramabhadra Raju got the rental of the Zamindari three years after Chendrasekhara Raju's death.

19—9—92. (Signed) H. R. FARMER,
District Judge.

No. 123. Deposition of Plaintiff's 15th witness, 21st September 1892.

No. 128.

Deposition of 15th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

15th Witness for Plaintiff.

Name	...	Bajaru Venkata Rao.
Father's name	...	Do. Narasayya.
Residence	...	Vizagapatam.
Caste	...	Brahmin.
Age	...	50 years.
Occupation	...	Government Pensioner.

Deposes on solemn affirmation :—

I was Birth and Death Registration Clerk in the Collector's Office and I was guardian of the minor Zamindar of Merangi from 1878 to 1885. I used to live at Vizagapatam and used to go and stay in Merangi sometimes for a month

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 123. Deposition of Plaintiff's 15th witness, 21st September 1892.—*continued.*

or 2 or 3 months. I used to see Soma Raju, Jogi Raju and Ramabhadra Raju. In 1879 I was 3 or 4 months at Merangi; in 1880 I was there for about 1 month; I can't say how long in 1881, 82, 83, 84 or 85. I can say I went there every year or every second year. Soma Raju and Jogi were living with Ramabhadra Raju and needed his protection, as he was managing their property in 1879. A question arose as to failure on the part of Ramabhadra Raju, who rented Merangi estate, to pay for Alluvada village in Kurpam Zamindari the quit-rent on Inams which the Kurpam Zamindar had undertaken to collect for Government. The Kurpam Zamindar brought this to my notice, and I mentioned it to Ramabhadra Raju who acknowledged his liability to pay for himself and his two brothers, but said he had failed to pay as the Kurpam Zamindar would not give him (Ramabhadra Raju) his proper style and title in the receipts. I did not ask Soma Raju or Jogi Raju, as it was not their business to pay any part of the quit-rent. Up to 1881 the three brothers were on friendly terms. Ramabhadra Raju was attending to the leasing of the land of all three brothers and to the collections of the rent. His brother did nothing in respect to lands.

Up to 1880 I managed that part of the minor's estate which had not been included in the rental to Ramabhadra Raju. In that year I had charge of the bonds which had come to the minor's share.

Cross-examined:—I had to look after the support and education of the minor. In 1878 I had nothing to do with the estate of the minor. No—from 1878 I had to attend to Thondankallu Mutta, and Inams for the minor. In 1879 the farm was taken from the 1st Defendant and given to the Parvatipur Sub-Magistrate as manager, and thereupon he took over Thondankallu and the Inams. I used often to go to Ramabhadra Raju when at Merangi. I never saw him and his brothers at meals. The three brothers lived in one compound. Each had separate apartments for their separate families. I can't remember all the villages where the Inams of the three brothers were. I remember

(1) Merangi,

(2) Dumma,

(3) Alluvada,

but I cannot remember any others. I cannot give the extent of the Inams in each village, nor the rental, nor the names of ryots. I did not see Ramabhadra doing any work on behalf of his two brothers.

When I had to get charge of the minor's $\frac{1}{4}$ share of Inams, Ramabhadra Raju was the only man I spoke to. I cannot say exactly what the Kurpam Zamindar told me with regard to the Alluvada Inam. I wrote to the Collector at the time. If I could see the record, I might remember what the Kurpam Zamindar said. I don't know the particular shares of the lands of the three brothers under the award.

I reported to the Collector that if the estate rental was taken from Ramabhadra Raju Rs. 50,600 might be realized yearly. The farm was after that taken from him.

The Kurpam Zamindar has a decree against me for Rs. 1,200. He got the decree about 1886. Nothing has been paid under it.

(Signed) H. R. FARMER,
District Judge.

21—9—92.

No. 128. Deposition of Plaintiff's 15th witness, 21st September 1892.—*concluded.*

No. 129. Deposition of Plaintiff's 16th witness, 21st September 1892.

No. 129.

Deposition of 16th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

16th Witness for Plaintiff.

Name of witness	... ...	Paltheru Somasundaram.
Father's name	... ...	Do. Balaramiah.
Residence	... ...	Merangi.
Caste	... ...	Susti Kranum.
Age	... ...	35 years.
Occupation	... ...	Musaddi.

Deposes on solemn affirmation :—

I knew Jogi Raju and I know the two Defendants. I wrote the *Samakhya* of October 1874. I see it (Exhibit B1). I remember writing it. I don't know how old Jogi Raju was when this *samakhya* was written. I don't remember whether Ramabhadra Raju got any cash or documents on the strength of this *samakhya*. For one year after, I think after, the *samakhya*, Ramabhadra Raju managed the three shares of himself and his brothers in the land. Afterwards each took his own share.

Note.—On hearing this, the Plaintiff's pleader said that he did not propose to examine the witness further as he had been tampered with, as he had anticipated.

Cross-examined.—What I have said is true, and not dictated by partiality.

(Signed) H. R. FARMER,
District Judge.

21—9—92.

Deputy Registrar.

No. 130. Deposition of Plaintiff's 17th witness, 21st September 1892.

No. 130.

Deposition of 17th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

17th Witness for Plaintiff.

Name of witness	... ...	Paltheru Suryanarayana.
Father's name	... ...	Do. Paddayya.
Residence	... ...	China Merangi.
Caste	... ...	Susti Karnam.
Age	... ...	32 years.
Occupation	... ...	Mirasidar and Inamdar.

Deposes on solemn affirmation :—

I knew Jogi Raju and I know the two Defendants. I never had any post except that of Karnam of Kanapadoravalsa. Jogi Raju had Inam land in that village. Jogi Raju and his two brothers lived together as united brothers up to the date of Jogi Raju's going to Kurpam on his marriage about 10 years ago. Ramabhadra Raju managed the land of all three brothers, and employed Gadagam Balaramiah for this work. Jogi Raju and Soma Raju never managed any of their land. I knew the three brothers as long as I can remember. Ramabhadra Raju managed all the business of his two brothers in connection with cash and bonds. I used continually to visit the Fort at Merangi, so I was conversant with what went on. Kanapadoravalsa is a mile from Merangi, but I lived at Merangi and my brother and nephew (last witness) and my uncle were employed under Ramabhadra Raju. The ryots used to give kadapas. Gadagam Balaramiah got them executed to Ramabhadra Raju for the shares of all three for the 15 years which I can remember—up to date. Jogi Raju had no establishment or gumastahs. Ramabhadra Raju employed Gadagam Balaramiah to manage Jogi Raju's Inam at Kanapadoravalsa, and up to date Ramabhadra Raju gets the rent of that Inam, and pays the quit-rent and land cess. After the misunderstanding between Jogi Raju and Ramabhadra Raju about 1881 Ramabhadra Raju would not pay without a demand. The demands were issued against Jogi Raju, and Ramabhadra Raju paid. Gadagam Somanna used to help his brother Balaramiah, and work for him in his absence in respect of the Inam lands. Gadagam Balaramiah and in his absence Sommanna, used to write chittas of receipts and disbursements in respect of Inams and the household expenditure of the three brothers. An account was not kept separately for each brother. One common account for receipts and one for disbursements was kept for all three brothers. I know the signature of Ramabhadra Raju, of Somanna and of Balaramiah. I see the *dhimat* * dated 14th February 1883, issued to Salla Jogadu. It is signed by Ramabhadra Raju and bears his seal. I see Exhibit R to R 9. They are receipts given to Tentu Musala Naidu for Kanapadoravalsa

* Exhibit T.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 130. Deposition of Plaintiff's 17th witness, 21st September 1892 — *concluded.*

Inam, for money paid on account of the rent of Jogi Raju's Inam. They are signed, some by Balaramiah and some by Somanna. I see Exhibits Q, Q1 and Q2. They are receipts for Panuku Pallam given to Botsa Jogadu and signed by Balaramiah. I can't say to whose share Panuku Pallam fell. I see Exhibits S to S2. These are receipts for the rent of the Sitrampuram Inam given by Balaramiah and Somanna. They are signed by Balaramiah and Somanna. I used to go sometimes to visit Jogi Raju at Karpam. Narsayamma lives at the Fort Merangi and her husband Jogi Raju had no money to give her.

Cross-examined :—I have been Karnam of Kanapadoravalsa since 1875. I go to the village whenever there is work, and once every few days even when there is no work. I used to go to the Merangi Fort very frequently. I used to help the gumastahs as a volunteer, without pay. I used to see the three brothers. They used to sit in separate places. I do not know fully in what villages each had Inams I often saw Tentu Musala Naidu, Datti Appala Naidu, Bantu Musala Naidu and another ryot (all 4 of whom cultivated Jogi Raju's Inam land at Kanapadoravalsa) paying the rent to Gadagam Balaramiah, but I did not attest the receipts as it is not usual to get them attested. I have with me and have brought now receipts given me by Tentu Musala Naidu and Datti Appala Naidu, which were given them by Gadagam Somanna for Jogi Raju's Inam. I saw kadapas written for the Kanapadoravalsa Inam by Gadagam Balaramiah, and taken by him for Ramabhadra Raju. The only persons to whom I saw kadapas given were Bantu Musala Naidu, and Tentu Musala Naidu. I did not attest them. I have often seen the rent of the Kanapadoravalsa Inam paid. As I belong to a family dependant for generations on the Merangi family, it was my habit to visit the Fort very frequently. I have paid my respects to Ramabhadra Raju since coming here. Wazir Sahib got my house sold, and I got it back again. He is an employe of Ramabhadra Raju. I have mortgaged my Mirasi land. I have Inam land, which is mortgaged. I get Rs. 50 or 60 for unencumbered land. The Munsif did not find to be genuine a receipt for money which I produced in the suit brought by Wazir Sahib.

Re-examined :—The 4 receipts produced by me on cross-examination were given me by the ryots to whom they were issued. This was four years ago when disputes arose between the brothers, and Jogi Raju sent for me to Kurpam and told me to get receipts from the ryots and keep them safely. Therefore I kept them. I was never asked by plaintiff's pleader or agent if I had such receipts.

Exhibits U. & UI.
" V. & VI.

By 1st defendant's pleader.—Musala Naidu is an illiterate man. When I asked him he went to his house and next day, I think, gave the receipts to me. The receipts produced were all he gave me. I forget who was present when he gave them to me. I forget whether I told Jogi Raju that I had got the receipts. I was not summoned to produce receipts. I did not go to the house of the Plaintiff's pleader. I know Namburi Suryanarayana. I did not speak to him of having brought these receipts. Before producing the receipts in Court, I never mentioned to any one that I had one.

21—9—92. (Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 131. Deposition of Plaintiff's 18th witness, 22nd September 1892.

No. 131.

Deposition of 18th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

18th Witness for Plaintiff :—

Name of witness	... ...	Govindu Ramamurti.
Father's name	... ...	Do. Venkayya.
Residence	... ...	Merangi.
Caste	... ...	Brahmin.
Age	... ...	28 years.
Occupation	... ...	Inamdar.

Deposes on solemn affirmation :—

I am now a Postmaster of a branch Post Office at Merangi on Rs. 2-8-0 a month. When Ramabhadra Raju rented the Merangi Zamindari, I was employed as "Summary Gumastah" to take demands against the ryots and attach their property if they did not pay. I see a demand issued to Chinta Sanyasi, dated 1st October 1886 It has a seal with the Telugu name Setrucherla Ramabhadra Raju Bahadur. I don't know whose seal that is. I see the signature. I cannot identify it. I know the signature of Ramabhadra Raju. There is an endorsement on it bearing the name "Govindu Ramamurti, Amin." That is my name, but not my signature. The entry of payment on the back is not my writing. The entry on the face of this document showing a demand of Rs. 17 on account of the share of Ramabhadra Raju and his two brothers is not in my handwriting. I cannot well say whether the handwriting is like mine. I have no documents with my handwriting on them. I see the signature purporting to be that of Ramabhadra Raju on the schedule attached to the security bond of the 1st November 1876. I cannot say whether this (is) Ramabhadra Raju's signature, though I said I knew his signature. I cannot swear that the signature on the demand of the 1st of October 1886 is not Ramabhadra Raju's signature.

(Signed) H. R. FARMER,
District Judge.

27—9—92.

This witness was evidently a hostile witness, and appeared to me anxious to conceal what he knew in Plaintiff's favour.

(Signed) H. R. FARMER,
District Judge.

22—9—92.

RECORD, PART I.

In the District Court of Vizagapatam.

No. 132. Deposition of Plaintiff's 19th witness, 22nd September 1892.

No. 132.

Deposition of 19th witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

19th Witness for Plaintiff.

Name of witness	Namburu Suryanarayana Rao.
Father's name	Do. Srinivasa Rao.
Residence	Vizagapatam.
Caste	Brahmin.
Age	38 years.
Occupation	Pleader, Governor's Agent Court.

Deposes on solemn affirmation:—

I am a law agent for parties who have business before the Civil Courts. I know the Plaintiff's guardian. She pays me Rs. 7-8-0 a month to get instructions from her and to find out what the witnesses will prove, and to instruct pleaders accordingly. Accordingly in the present suit I ascertained from the Plaintiff's witnesses what evidence they could give. I wrote a memorandum of of what they stated, and took from them some papers which they produced. I took some receipt and *dhimat* from ryots. This I did 10 days ago at Vizagapatam at my house. I handed those papers to the Plaintiff's pleader Akella Suryanarayana Rao. I took the witnesses to that pleader's house before I took these papers from them. On the evening of the day (9th September) when I took the witnesses, Suryanarayana Rao said he thought it would be better for me to secure from them the papers which they had and so I did so on the 10th September. I gave these papers to Surayanarayana Rao. He produced them in Court at the time the witnesses were examined.

I see Exhibits Q to Q11, R to R1X and S to S11. These are the documents I took from the ryots and handed to the pleader Suryanarayana Rao. I see Exhibits Q to Q11. I cannot say whether I got them from the man to whom they purport to be issued. I was present when witnesses were asked in Court whether the receipts Q, R and S were given them by Gadagam Somanna and Gadagam Balaramiah. They denied that they were so given. These were the same witnesses who had produced the receipts to me, and said they had been given by Gadagam Balaramiah and Somanna on account of Ramabhadra Raju.

Deputy Registrar.

RECORD. PART I.

In the District Court of Vizagapatam.

No. 132. Deposition of Plaintiff's 19th witness, 22nd September 1892.—*concluded.*

Each of the witnesses who handed me the receipts said that the receipts he produced had been granted to himself.

Cross-examined.—I have been Gangayamma's gumastah for 4 years, having held the post from the last year of Jogi Raju's life.

The late Kurpam Zamindar used to give me Rs. 10 a month, and the Court of Wards now pays me on account of the minor. The other Rajahs who employ me pay me from 30 to 100 Rs. in each case. The cases I work in, are conducted, some by the Pleader A. Suryanarayana Rao and some by V. Ramiah Pantulu. I am instructing the Plaintiff's Vakils. I did not prepare the list of Plaintiff's witnesses. The minor Plaintiff's guardian sent it. I had seen the list of Plaintiff's witnesses before I saw the witnesses on the 8th September. With the exception of 3 or 4 witnesses, all the Plaintiff's witnesses came to my house at 9 A. M. I wrote what each witness said on the 8th, giving each his number in the Plaintiff's list. I examined about 25 people. At Appadu, one (*sic*) the Pleader—for Plaintiffs, wrote to me stating that the witnesses would prove that the ryots had paid to Ramabhadra Raju what was due to himself and to his two brothers, and on the 8th September when I examined the witnesses they did speak to that effect. The ryots of their own accord tendered me these receipts and the *dhimat*. I forget who was present then. The examination of witnesses by me was over at 12 o'clock. I have not got the memorandum of what the witnesses told me. I forget what has become of it. On the 8th September I examined the witnesses, on the 9th took them to the Pleader's house, and on the 10th got the papers from them. I did not show my memorandum to the Pleader or read it to him: I did not tell him I had taken a memo. The pleader asked about 10 or 12 Karnams and some ryots. They showed the papers and deposed as it was stated by Plaintiff's guardian that they would depose. Up to the morning of the 9th September I had no suspicion as regards the witnesses. At about 8 P. M. on the 9th the Pleader told me our witnesses were going to the 1st Defendant. The Pleader gave me no names of witnesses who had gone to 1st Defendant's house; nor did he state his informant's name. I asked some Karnams and some ryots if they had gone to Ramabhadra Raju. They said they had gone but would speak the truth. I can't say that any one else was present then. It was after they told me this that I got the papers from them. I knew the ryots had been summoned to produce the documents. It often happens that in case of suspicion, Pleaders secure from witnesses documents which witnesses are summoned to produce. I wrote no list of the documents which I took from the witnesses, I put a wrapper round each bundle showing the name of the man who had produced it. An hour after I got them I took them to the Pleader, saying I had got them from the ryots. He kept them. I took no documents from Palteru Suryanarayana. He did not tell me he had any. I had not asked him. I only asked the ryots. He is a Karnam.

(Signed) H. R. FARMER,
District Judge.

22—9—92.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 133. Deposition of Plaintiff's 20th witness, 22nd September 1892.

No. 133.

Deposition of 20th Witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

20th Witness for Plaintiff.

Name of witness	... ...	Kasukhala Rama Rao.
Father's name	... ...	Lakshmana Rao.
Residence	... ...	Salur.
Caste	... ...	Brahman.
Age	... ...	50 years.
Occupation	... ...	Clerk (*Masadhi*).

Deposes on solemn affirmation :—

I was 2nd gumastah for the Merangi estate when it was under the Court of Wards. I was employed from 1879 to 1882. I know that the Defendants and Jogi Raju enjoyed certain inams. For the Kattubadi due to the minor Zamindar on these inams, as well as for the quit-rent due to Government and the land-cess due to Local Fund on the shares of Ramabhadra Raju and his two brothers, the Collector used to write to Ramabhadra who paid these charges on account of himself and his two brothers Jogi Raju and Soma Raju. The gumastahs never paid such charges direct; only through Ramabhadra Raju. At first in 1879 letters to pay the charges were addressed to each brother separately. But Jogi Raju and Soma Raju did not answer, and Ramabhadra answered for himself and then saying that as he had charge of his brothers' shares as well as his own he would pay for them too.

Cross-examined.—I am now employed by the Court of Wards on the Kurpam estate, and was employed by the late Kurpam Zamindar for a year before his death. The Manager of the Kurpam estate Suryaprakasa Rao is my *Bavamarithi*, as my late wife is his paternal uncle's daughter. I read Ramabhadra Raju's letter agreeing to pay for himself and his brothers the charges on the land. This was for Fusli 1289. I do not know whether before that the brothers had paid separately. That letter must have gone to the office of the Parvatipur Deputy Tahsildar in 1882. I forgot how much Ramabhadra Raju paid on account of his brothers. A peon brought the money. I forget whether more than one peon came. As a rule such dues were paid direct to one office and not through Revenue Inspectors.

Re-examined.—Sometimes the payments are made to the Revenue Inspector who pays into the Manager's office.

22—9—92.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 134. Deposition of Plaintiff's 21st witness, 22nd September 1892.

No. 134.

Deposition of 21st witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

21st Witness for Plaintiff.

Name of witness	... ...	Vadravu Jagannadham.
Father's name	... ...	Sanganna Garu.
Residence	... ...	Parvatipur.
Caste	... ...	Brahmin.
Age	... ...	70 years.
Occupation	... ...	Clerk (Musaddi).

Deposes on solemn affirmation :—

I knew Jogi Raju and know Defendants. I have been a pleader in the Magistrate's Court at Parvatipur from 1866 up to the date. I was present when the award of 1874 or 1875 was pronounced in the Sub-Magistrate's Court at Parvatipur between the Merangi minor and his uncles. There is a tiled house which I live in at Parvatipur. It came exclusively to Jogi Raju's share under the award. Two years after the award I was asked by Ramabhadra Raju to execute to him a rent note for that house. I did so, agreeing to pay 8 annas a month, but I have never been asked for the rent and a rent note was taken as evidence of title and not with the object of collecting rent. I have never paid rent. Ramabhadra Raju gave me Rs. 50 to get the house repaired more than 10 years ago.

Cross-examined.—Vadravu Ramamurti is my cousin. He is Head gumastah in the Kurpam Zamindar's office. For many years I have been getting Rs. 4 a month from the Kurpam Zamindar.

I see the rent note of 1876 shown me, Exhibit I. That is the rent note I have mentioned in examination-in-chief. I did not know before, that it was executed in favour of Jogi Raju.

Re-examined.—Jogi Raju was not present when I executed Exhibit I. Ramabhadra Raju got Exhibit I executed at Parvatipur. I forget whether I found out when I signed Exhibit I that Jogi Raju's name was inserted. If so, I did not remember it.

(Signed) H. R. FARMER,
District Judge.

22—9—92.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 133. Deposition of Plaintiff's 20th witness, 22nd September 1892.

No. 133.

Deposition of 20th Witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

20th Witness for Plaintiff.

Name of witness	...	...	...	Kasukhala Rama Rao.
Father's name	...	...	...	Lakshmana Rao.
Residence	...	...	...	Salur.
Caste	...	...	...	Brahman.
Age ...	...	...	...	50 years.
Occupation	...	...	...	Clerk (*Masadhi*).

Deposes on solemn affirmation :—

I was 2nd gumastah for the Merangi estate when it was under the Court of Wards. I was employed from 1879 to 1882. I know that the Defendants and Jogi Raju enjoyed certain inams. For the Kattubadi due to the minor Zamindar on these inams, as well as for the quit-rent due to Government and the land-cess due to Local Fund on the shares of Ramabhadra Raju and his two brothers, the Collector used to write to Ramabhadra who paid these charges on account of himself and his two brothers Jogi Raju and Soma Raju. The gumastahs never paid such charges direct; only through Ramabhadra Raju. At first in 1879 letters to pay the charges were addressed to each brother separately. But Jogi Raju and Soma Raju did not answer, and Ramabhadra answered for himself and then saying that as he had charge of his brothers' shares as well as his own he would pay for them too.

Cross-examined.—I am now employed by the Court of Wards on the Kurpam estate, and was employed by the late Kurpam Zamindar for a year before his death. The Manager of the Kurpam estate Suryaprakasa Rao is my *Bavamarithi*, as my late wife is his paternal uncle's daughter. I read Ramabhadra Raju's letter agreeing to pay for himself and his brothers the charges on the land. This was for Fusli 1289. I do not know whether before that the brothers had paid separately. That letter must have gone to the office of the Parvatipur Deputy Tahsildar in 1882. I forgot how much Ramabhadra Raju paid on account of his brothers. A peon brought the money. I forget whether more than one peon came. As a rule such dues were paid direct to one office and not through Revenue Inspectors.

Re-examined.—Sometimes the payments are made to the Revenue Inspector who pays into the Manager's office.

22—9—92.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 134. Deposition of Plaintiff's 21st witness, 22nd September 1892.

No. 134.

Deposition of 21st witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

21st Witness for Plaintiff.

Name of witness...	...	...	Vadravu Jagannadham.	
Father's name	...	...	...	Sanganna Garu.
Residence	...	...	...	Parvatipur.
Caste ...	...	...	...	Brahmin.
Age ...	...	...	...	70 years.
Occupation	...	...	...	Clerk (Musaddi).

Deposes on solemn affirmation :—

I knew Jogi Raju and know Defendants. I have been a pleader in the Magistrate's Court at Parvatipur from 1866 up to the date. I was present when the award of 1874 or 1875 was pronounced in the Sub-Magistrate's Court at Parvatipur between the Merangi minor and his uncles. There is a tiled house which I live in at Parvatipur. It came exclusively to Jogi Raju's share under the award. Two years after the award I was asked by Ramabhadra Raju to execute to him a rent note for that house. I did so, agreeing to pay 8 annas a month, but I have never been asked for the rent and a rent note was taken as evidence of title and not with the object of collecting rent. I have never paid rent. Ramabhadra Raju gave me Rs. 50 to get the house repaired more than 10 years ago.

Cross-examined.—Vadravu Ramamurti is my cousin. He is Head gumastah in the Kurpam Zamindar's office. For many years I have been getting Rs. 4 a month from the Kurpam Zamindar.

I see the rent note of 1876 shown me, Exhibit I. That is the rent note I have mentioned in examination-in-chief. I did not know before, that it was executed in favour of Jogi Raju.

Re-examined.—Jogi Raju was not present when I executed Exhibit I. Ramabhadra Raju got Exhibit I executed at Parvatipur. I forget whether I found out when I signed Exhibit I that Jogi Raju's name was inserted. If so, I did not remember it.

(Signed) H. R. FARMER,
District Judge.

22—9—92.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 135. Deposition of Plaintiff's 22nd witness, 22nd September 1892.

No. 135.

Deposition of 22nd witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

22nd Witness for Plaintiff.

Name of witness	... ...	Thamada Peda Saniyasi Raju.
Father's name	... ...	Chalamayya Garu.
Residence	... ...	Palakonda.
Caste	... ...	Brahmin.
Age	... ...	45 years.
Occupation	... ...	Mirasidar.

Deposes on solemn affirmation :—

I was a Batta Peon under the Renters of Palkonda Taluq. The Merangi family holds Inam in Palkonda Taluq. There were arrears of quit-rent for fusli 1299 on Inam land in Gadisingapuram. This Inam belonged partly to Plaintiff's father Jogi Raju. The Tahsildar directed me to attach Jogi Raju's share in September 1890. I attached some paddy crop, and reported to the Tahsildar. Orders to sale were issued. The Kurnam Narasimpuru Chakrapani took me to Merangi and handed me over to Gadagam Balaramiah who took me to Ramabhadra Raju who told Ballaramiah to pay me what was due on Jogi Raju's share of the Inams, and he accordingly paid all that was due and I gave a receipt at Ramabhadra Raju's request purporting to show that the money which he had paid and (*sic*) been paid by the cultivating tenant of the land on account of Jogi Raju. This was a receipt for *jodi*, quit-rent and land-cess remained due. All arrears were Rs. 350 (about). I attached grain. Sale was ordered. The Village Officer reported to Ramabhadra Raju. A Mussalman came from Merangi to say the sale might go on. The attached land was bought by the Mussalman who came from Merangi.

Cross-examined.—The Kurpam Head gumastah is related to my relatives.

(Signed) H. R. FARMER,
District Judge.

22—9—92.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 136. Deposition of Plaintiff's 23rd witness, 22nd & 23th September 1892.

No. 136.

Deposition of 23rd witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

23rd Witness for Plaintiff.

Name of witness...	...	Silavamsam Padmanabha Raju.
Father's name	... ...	Purushottam Raju.
Residence...	... ...	Suryanarayanarajapuram near Kurpam.
Caste ...	... ...	Kshatriya.
Age ...	... ...	40 years.
Occupation	... ...	Inamdar.

Deposes on solemn affirmation :—

I took Rs 10,000 from Kurpam to Merangi from Jogi Raju to Ramabhadra Raju about 10 years ago. Shekh Imam Sahib went with me and also Ismail Saheb and Achanta Viyanna. I paid the money to Ramabhadra Raju's cash gumastah, Markonda Patnaikuni Patabhiramiah. That sum of Rs. 10,000 was the amount received in a suit brought against Salur Sitaramiah. This fact Jogi Raju told me. Achanta Viyanna got the receipt. I could not identify the receipt now; it is so long since.

Cross-examined.—The Plaintiff's guardian is Gangayamma. I am the son of the "*Vothine*" of the late Rajah of Kurpam. By "*Vothine*" I mean the daughter of the father's sister. Then my mother was the late Rajah's cousin. I at the time I carried the money was a gumastah under the Kurpam Rajah drawing Rs. 7-8-0 a month. I am still thus employed under the minor Rajah. I cannot give the year when I carried the moneys. Achanta Viyanna was the only employé of Jogi Raju who went with me. We took the money in a cart, to the cutcheri. I forget what gumastahs were present in the cutcheri besides the man I mentioned. I had seen this Pattabhiramiah before. None of the Merangi Rajah's family was present when I paid the money. I stayed 4 hours in the cutcheri. Jogi Raju gave me a letter to Ramabhadra Raju. I gave it to Pattabhiramiah. It was Vyanna who carried the letter. I did not see any of the Merangi Rajah's family that day. As soon as the money was paid I went back to Kurpam. Tammira Bairagi wrote the receipt. I forget whether it was attested. Viyanna took the receipt.

(Signed) H. R. FARMER,
District Judge.

22—9—92.

23rd witness re-affirmed 28—9—92.

Jogi Raju lived at Kurpam where I lived for ten years. I know and can identify his signature.

By 1st Defendant's pleader.

I don't know whether a man standing in the back verandah of the Court behind the prisoner's dock, can hear what a witness says. I was moving about then when the last was examined, but I did not hear clearly what he said. I see Exhibits 10 to 10c. There are the signatures of Jogi Raju.

Note.—The body of the documents was not shown—only the signatures.

I see the signature on three documents (the witness was not allowedto see the body of the documents.) The signature on two of them (10 B and the plaint) is genuine, and that on the third (the receipt Exhibit 13 is not genuine).

Note.—Exhibit 13 was placed in the middle.

I knew Jogi Raju from about the time when he married the Kurpam Zamindar's daughter 10 or 12 years ago. I cannot give the year. He lived at Kurpam from that time. He used to go hunting sometimes and sometimes he got letters written to his friends, but he did no business and had no establishment. He used to write in his own apartments. I forget whom he used to employ to write his letters; anybody who happened to be available. Jogi Raju's wife is a relative of mine. I saw Jogi Raju sign often— whenever he happened to have occasion to write. I received no letter from him. I took the letters which Jogi Raju got written and looked at them : he had signed them. He used to ask me to look at them and see if they were all right in the mode of address. I forget to whom he wrote letters. I can give no names. I last saw him sign two or three months before his death. He was all right then. I forget who wrote the last letter or to whom it was addressed. He signed himself "Sri Rajah Setrucherla Jogi Raju Bahadur Garu *vrálu*."

This was the only signature he adopted after I knew him. Just now I noticed in some of the documents shown me that the word "Rajah" was left out. I served the Rajah of Kurpam as a sirdar.

(Signed) H. R. FARMER,
District Judge.

28—9—92.

(శ్రీరాజా శెత్రుచర్ల జోగిరాజు బహదరుగారు వ్రాలు.)

Sri Rajah Setrucherla Jogi Raju BahadaruGaru *vrálu.*

Jogi Raju's signature as spelt by 23rd witness for Plaintiff.

(Signed) H. R. FARMER,
District Judge.

22—8—92.

Deputy Registrar.

No. 137.

Deposition of 24th Witness for Plaintiff.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

24th Witness for Plaintiff.

Name of witness	Shaik Ismail Sahib.
Father's name	Sheik Alli Sahib.
Residence	Kurpam.
Caste	Mussalman.
Age	Cannot say the age.
Occupation	Servant under Rajah.

Deposes on solemn affirmation :—

I, Imam Saheb, Padmanabha Raju, Simhanti Gopalasami and Achanta Viyanna, took Rs. 10,000 from Jogi Raju to Ramabhadra Raju. We took it from Kurpam to Merangi, and paid to Tammira Bairagi, and to cash-keeper Pattabhiramiah at the Ramabhadra Raju's Cutcheri. Achanta Viyanna got a receipt from Tammira Bairagi.

Cross-examined.—Simhanti Gopalasami and Viyanna were gumastahs of Jogi Raju. We took the money in a box on a cart in the day time. Ramabhadra Raju was not in the cutcheri. We got no letter. We peons got no letter. I don't know what the money was.

(Signed) H. R. FARMER,
District Judge.

22—9—92.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 138. Deposition of Plaintiff's 25th witness, 22nd September 1892.

No. 138.

Deposition of 25th witness for Plaintiff

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

25th Witness for Plaintiff.

Name of witness	...	...	...	Sheik Imam Sahib.
Father's name	...	...	...	Faker Mahommad,
Residence	...	...	...	Kurpam.
Caste	...	...	...	Mussalman.
Age	...	...	...	40 years.
Occupation	...	...	...	Servant.

Deposes on solemn affirmation :—

I, Ismail Sahib, China Padmanabha Raju, Achanta Viyanna and Singumahanti Gopalasami took Rs. 10,000 from the Kurpam Zamindar to Ramabhadra Raju. I don't know what money that was. We paid the money in the cutcheri of Ramabhadra Raju to Markonda Pattabhiramiah. Viyanna said he would get the receipt.

Cross.—My pay is Rs. 4 paid by the Kurpam Zamindar. I saw none of the Zamindar's family at the cutcheri. There were other gumastahs present besides Pattabhiramiah. I heard his name was Pattabhiramiah. Three of us, I, Ismail Sahib and Padmanabha Raju came away together.

(Signed) H. R. FARMER,
District Judge.

22—9—92.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 139. Deposition of 1st witness for 1st Defendant, 13th September 1892.

No. 139.

Deposition of 1st witness for 1st Defendant.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

1st Witness for 1st Defendant.

Name of witness	...	...	...	Pilla Adinarayana Patrudu.
Father's name	...	...	...	Do. Ganganna Patrudu.
Residence	...	...	...	Palkonda.
Caste	...	...	...	Nagara.
Age	...	...	...	43 years.
Occupation	...	...	...	Clerk.

Deposes on solemn affirmation :—

I produce the demand collection and balance of quit-rent on Inam for fuslis 1290-1301. Demands for fuslis 1298 and 1299 issued to Jogi Raju and attachment proceedings I also produce. Some papers I was summoned to produce I could not find. The records before fusli 1296 were destroyed. I have a list of those I produced.

Cross-examined :—I did not search for the records. I don't know who paid any of the sums mentioned in the records produced.

(Signed) H. R. FARMER,
District Judge.

13—9—92.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 140. Deposition of 2nd witness for 1st Defendant, 23rd September 1892.

No. 140.

Deposition of 2nd witness for 1st Defendant.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

2nd Witness for 1st Defendant.

Name of witness	...	...	Setrucherla Somasekhara Raju.
Father's name	...	...	Setrucherla Jagannadha Raju Garu.
Residence	...	...	Merangi.
Caste	...	...	Kshatriya.
Age	...	...	37.
Occupation	...	...	Zamindar.

Being solemnly affirmed states :—

Exhibit B is a copy of the "*samakhya*" which I mentioned in my deposition given as Plaintiff's 1st witness on the 17th Instant.

Note.—The question was then put "What was the object of the "*samakhya*"?

[The Plaintiff's pleader objected to this on the ground that this was a question which should have been put in cross-examination of this witness, and that the 1st Defendant's pleader waived his right to cross-examine and stated that when this witness was called as a witness for the 1st Defendant he would only be questioned as to the genuineness of a receipt dated 27th December 1875. The Pleader for the 1st Defendent says that he mentioned the question of the receipt when the question of cross-examination was raised, out of regard for the other side; and that he thought if he broached the question of the receipt, it would be out of place at that stage. The 1st Defendant's pleader added that it was only with regard to this receipt that he put off his cross-examination. He however wishes now to put the same question which he would have had a right to put in cross-examination when the examination-in-chief was concluded and he wishes to put these questions with regard to matters other than the receipt of 27th December 1875. I do not think it was the intention of the Legislature that a party to a suit, should thus in effect be given ten days to think over the manner in which he may wish to explain what he originally stated. It seems to me that the 1st Defendant has no right now to put any question which he had a right to put in cross-examination. He admits that his right to re-call this witness was reserved solely with reference to the receipt of 27th December 1875, and, in my opinion,

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 140. Deposition of 2nd witness for 1st Defendant, 23rd September 1892.—*continued.*

nothing else ought to be asked now. I however think it best not to exclude the evidence, and when the ends of justice will be best served by recording it, and also the circumstances under which it was given.]

I did not get the property to which the *samakhya* entitled me. My brother Ramabhadra Raju endeavoured to get what was due to me under the award. He came to Vizagapatam for that purpose. My brother wrote that the Collector refused to give him my property without a Power of Attorney. I gave a Power of Attoney accordingly. I and Jogi Raju then jointly executed a Power of Attorney. I see Exhibit 11. That is a public copy of the Power of Attorney (public copy admitted by plaintiffs.) Ramabhadra Raju afterwards brought bonds and cash to Merangi in 1875. I forget what month. He brought Rs. 40,000 in cash and besides bonds. That sum of Rs. 40,009, he said, included my share. Then after sometime he gave me my share, and gave Jogi Raju his share also. I was present when Ramabhadra Raju gave Jogi Raju his share. We two brothers each gave Ramabhadra Raju a seperate receipt. Ramabhadra Raju's Munshi, Wazir Sahib wrote the two receipts. We both signed the receipts, and they were both attested by the same persons.

1. Aripi Venkatasattayya.

2. Devupalli Venkanna.

They are subordinates of Ramabhadra Raju. We carried on business through Gadagam Balaramiah with this money. I don't know Jogi Raju's handwriting but I know his signature. I and Jogi gave security bonds for rent which Ramabhadra Raju agreed to pay to the Court of Wards for the Merangi Zamindari.

I and Jogi gave to the Deputy Tahsildar of Parvatipur separate receipts for our shares of the landed property given to us under the award.

Cross-examined.—No property has now to come to me under the agreement (*samakhya*). The property which Ramabhadra Raju got on account of me and Jogi Raju under the award, was brought by him to Merangi in 1875 but I can't say how long after the award. It was the second year after the award when he got the property from the Collector. I can't say exactly how long after the award. It was in the cold season that he brought the property from the Collector. I cannot remember the Telugu month. Five or ten days after bringing the property from the Collector hegave it to us. Before giving us the property Ramabhadra Raju said, "The *samakhya* we have executed is invalid "and therefore another agreement must be written. The *samakhya* is not one in "respect of which business can be done. There must be a general Power of Attorney." He said this to me and Jogi Raju.

We refused to execute any fresh document, because our shares were unequal Behara Radhakrishnan and Achanta Ganga Raju (now both dead) were present when this conversation took place. Others were present. I can't remember who. Mahomed Wazir Sahib and Devupalli Venkanna were perhaps present. I cannot

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 140. Deposition of 2nd witness for 1st Defendant, 23rd September 1892.—*continued.*

remember. Two or three days after, we each took our property. Before we took our property Behari Radhakrishnan and Achanta Gangu Raju advised us to execute a genearl Power of Attorney, to enable Ramabhadra to act for us in respect of our property, as this would be to our advantage as he was a capable man. We refussed to take this advice. After two days, that is on the second day after refusing to take this advice, Ramabhadra Raju said that without a general Power of Attorney he could not act for us. Then we asked him to give us our share of the property. Next day at 10 or 11 o'clock, we all three sat down opposite Ramabhadra Raju's treasury room. We all faced the east. Ramabhadra Raju had said he was going to give us our property. We were in our apartments at 8 P. M., when Ramabhadra Raju said he would give us our property. Sarayapalli Tamanna (now deceased) was sent by Ramabhadra Raju to fetch his officials from where they work in office. He fetched Aripelle Venkatasattayya, Mahomed Wazir Sahib and Devupalli Venkanna. No one else came. I don't know anything about the office hour of Ramabhadra Raju's cutcheri. All three clerks sat down facing the west. The rupees and bonds were in a room to the north. The rupees were brought from a chest, by Sarayapalli Tammanna. No one helped him. He fetched about 38 to 40 bags. He did not open the bags, nor weigh them. They were gunny bags. There was a scrap of paper on each bag giving the number of rupees in it; and each scrap of paper had Ramabhadra Raju's signature. Ramabhadra Raju himself went and fetched the bonds from the room where the rupees were. There was string round the bonds. There was no cover to the bonds. We took it for granted that each bag of rupees contained the number of rupees written on the scrap of paper. Each time Tammanna went to the room he fetched two bags. I don't remember how many times Tammanna went for rupees. I sat on a carpet and the officials on mats. This was after the middle meal of the day. The gumastahs had taken their food Arali Venkatasattayya read portions of the documents and finding out to whose share each had come, handed them to us accordingly. Ramabhadra Raju's documents were not brought. Venkatasattayya, on merely looking at each document, decided without referring to anything else to whose share it had come. I non't remember that he looked at anything else. No list of documents showing what I had got and what Jogi Raju got was prepared.

Venkatasattayya handed the bonds to Ramabhadra Raju who handed them to us. I took 11 bags of rupees and a bag with odd rupees.

Jogi Raju got 38 bags and a bag with odd rupees. The bags with odd rupees were brought out from the room; as we got them, Sarayyapalli Tammanna accounted the 2 bags which were not full. We wrote the receipts before we got the bags, and gave them to Ramabhadra Raju, before we got either rupees or bonds, and before they were brought out from the room. As soon as we sat down the officials were sent for. Then the receipts were written. Ramabhadra Raju had a copy of the receipt which he gave to the Collector, and with reference to that the receipts which are given were prepared. There was an inkstand there. Sayrayapalli Tammanna brought it. Venkatasattayya dictated to Wazir the receipts which the latter wrote. No rough copy was prepared.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 140. Deposition of 2nd witness for 1st Defendant, 23rd September 1892.—*concluded.*

The receipt was about the size of a sheet of foolscap. I can't remember. The receipt was read to me by Wazir Sahib. We took our rupees to our apartments. Tammanna carried the rupees of myself and Jogi Raju. I put my rupees in a chest. I used to lend money on gold ornaments pledged to me; and on the mortgage of the Belgam Zamindari. I have no account of what I did with my bonds. I have no bonds now. Some were paid, and some became time barred. All I have now is cash. Wazir Sahib was Bakshi and Munshi. He used to convey orders to subordinates; and to write Hindustani and Telugu. Wazir Sahib and Devupalli Venkanna are not now in Ramabhadra Raju's employ. I don't know when they left his employ. They told me they left it. That is Devupalli Venkanna's son, Devupalli Dalenna who is sitting behind the Defendant's Pleaders.

The only document which I got registered, when dealing with my money, was one on the mortgage of the Belgam Zamindari. Many people pledged gold ornaments with me. One of them was Wodde Raghunaikalu, a Komati. I can't show any document executed in my favour before Jogi Raju went to Kurpam. I never had any accounts. Ramabhadra Raju used to pay income tax. If you look at the Sub-Magistrate's accounts you can see whether I paid income tax. I I don't know. I don't remember whether I have any document with Jogi Raju's signature I have seen him sign. Jogi Raju used to sign his name "Jogi Raju Bahadur Garu." He used to prefix his house name and the following mark ॐ and also the word *Sri*. Sometimes he wrote Rajah after *Sri*.

He used to write "*Sri* Rajah Chetrucherla Jogi Raju Bahadur Garu" and sometimes he left out the word "Rajah."

By 1st Defendant's Pleader.—I see the receipt for cash and bonds, dated 27th December 1875, signed by me. That is my signature. I see a receipt of the same date with Jogi Raju's signature. That is the genuine signature of my brother Jogi Raju. These are the receipts written by Wazir Sahib which I spoke of above.

(Signed) H. R. FARMER,
District Judge.

23—9—92.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 141. Deposition of 3rd witness for 1st Defendant, 24th September 1892.

No. 141.

Deposition of 3rd witness for 1st Defendant.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

3rd Witness for 1st Defendant.

Name of witness	Battula Balaram.
Father's name	Musalayya.
Residence	Merangi.
Caste	Konda.
Age	24 years.
Occupation	Servant.

Deposes on solemn affirmation :—

Setrucherla Narsayamma sent me with some documents which she was summoned to produce. I have brought them with a list—all of them. One of them (a rent note for a house at Parvatipur—Exhibit I) I handed over the day before yesterday to 1st Defendant's Pleader in Court.

Cross-examined.—I am a peon under Narsayamma. She gave me no letter. I don't know where Narsayamma got these papers.

21—9—92.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 142. Deposition of 4th witness for 1st Defendant, 24th September 1892.

No. 142.

Deposition of 4th witness for 1st Defendant.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

4th Witness for 1st Defendant.

Name ofwitness	Setrucherla RamabhadraRaju.
Father's name	Jagannadha Raju BahadurGaru.
Residence	Merangi.
Caste	Kshatria.
Age	42 years.
Occupation	Zamindar.

Deposes on solemn affirmation :—

I remember having sent to my Pleader, Mr. Sice, two receipts. Those now handed to me, dated 27th December 1875, are the ones which I sent. The two receipts were signed by my brothers, one by the 2nd Defendant and the other by Jogi Raju. The property mentioned therein was handed over by me to them.

Cross-examined:—Ten days after getting the money and bonds from the Collector I reached Merangi. Up to that time I had no money whatever. I took Rs. 50,000, of which Rs. 10,000 were in notes and the rest in silver. I kept all the property in a box in my house. Fifteen days after my return to Merangi I hanned over to each of my brothers his share of this property. The conversation on the subject of giving them their property took place on two days, consecutive days. During the fifteen days I had not spent any of the money. Radhakrishnan and Ganga Raju and others whom I can't remember were present on the first day when I promised to give my brothers their property. This conversation on the first day took place at 4 P. M. Next day I handed over the property at 10 or 11 A. M. We sat down at the gate near my Treasury. I sat on a carpet. So did my two brothers. I sent for the gumastahs and Sarayapalli Tammanna. Aripi Venkatasattayya, Devupalli Venkanna and Wazir Sahib came together. They sat down opposite to us, on a mat. I told Venkatasattaya to write two receipts. He did so, using as a reference the copy of the receipt which I gave the Collector—copies of two receipts I mean. No draft receipt was prepared. We had not a copy of the Panchayat award. The receipt given to the Collector showed to whose share each document had fallen. We compared the copy of the receipt which I gave with the receipts which my brothers gave me. Venkatasattaya compared them. The bonds were not read out. There was a number on each document, and a number in list accompanying the receipt which I gave the Collector. We did not look at the contents of the document or the date or anything. We simply looked at the number. Venkatasattayya brought two receipt stamps. Tammanna brought water to wet the stamps. Soma Raju's receipt was written first. After both receipts were

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 142. Deposition of 4th witness for 1st Defendant, 24th September 1892.—*concluded.*

written and signed and attested the property was handed over to my brothers. Each receipt was attested as soon as it was written. The two receipts were not attested together. After the first receipt was signed and attested, they began to write the 2nd receipt. Soma Raju first signed and I forget which of the two attesting witnesses signed first. The then writer wrote his name. The receipts were handed to me before I delivered the property to my brothers. I went and opened the cash chest. I stood near the box until the money was taken out by Tammanna. No one helped him. I took out the bonds, not the notes. There were 49 bags of rupees. The bags were given me at Vizagapatam. Tammanna carried two bags at a time. We did not open the bags except the two bags, with less than Rs. 1,000. In addition to 49 bags with Rs. 1,000 each we got out two bags with Rs. 700 or Rs. 800 each. Tammanna counted these two bags. Some money was left over when both brothers were paid, but not Rs. 1,000. I gave them no rupees in notes. When I said I had no money before the Collector gave me money, I meant no money jointly belonging to me and my brothers. There was a scrap of paper showing the contents of the bags; so we didn't open them. The usual practice is to place the scrap of paper outside. Jogi Raju had been married to his first wife for more than a year when I gave his share as described above. I forget what o'clock it was when I gave my brothers their shares. I had a manager Radhakrishnan and Ganga Raju, a Sheristadar, and other officials. They had gone out into the Taluq, Palteru Narasayya was at Merangi. Markonda Patnaikuni Pattabhiramiah was also at Merangi. Salur Gopayya was at Merangi. We sent word to no people at Merangi who were not dependants of mine. I forget what peons were present—one or two were present. Somasekhara Raju first took off his bags. Tammanna carried them. He also carried Jogi Raju's bags. They put them into their rooms. Devupalli Venkanna and Wazir Sahib sat there until the transaction was over. Jogi Raju was standing at his door when the bags were brought in. I didn't enter in my accounts these payments to my brothers. Nothing was said about getting the receipts registered. I kept the receipts in my box. I have no other papers signed by Jogi Raju. I forget whether I can show any other paper signed by Devupalli Venkanna in 1875 or 1876. When I wrote to the Collector I wrote Sri Setrucherla—without inserting the word 'Rajah.' I do not remember that there is any document up to 1876 in which I or Jogi or Somasekhara have used the word Rajah in signing our names. I never saw Jogi Raju sign after signing the receipt.

Re-examination.—I had the rent of the Zamindari in 1875. I had not entered in my accounts the receipt of what the Collector had given me.

Before I handed my brothers their property, we had two conversations on the subject; first at 4 P. M., then two days after (next day but one) at 8 P. M. I had another conversation. The next day after that I gave them their property.

(Signed) H. R. FARMER,
District Judge.

24—9—92.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 143. Deposition of 5th witness for 1st Defendaut, 24th September 1892.

No. 143.

Deposition of 5th witness for 1st Defendant.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

5th Witness for 1*st Defendant.*

Name of witness	Devulapilli Venkanna.
Father's name	Somanna.
Residence	Merangi.
Caste	Srustikarnam.
Age	42 years.
Occupation	Musaddi.

Deposes on solemn affirmation:—

From 1872 to 1888 I was a gumastah working under Radhakrishnan, manager of Ramabhadra Raju. I know that the three brothers were awarded separate shares by the award of arbitrators. The Collector gave to Ramabhadra Raju the share of his two brothers on the strength of a Power of Attorney which he executed. Ramabhadra Raju brought the shares of all three, but I don't know how much.

Ramabhadra Raju said the *samakhya* hitherto written would not do and that another *samakhya* must be written giving Ramabhadra authority to manage on account of his two brothers. The two brothers did not agree to this. They asked for their shares. I saw their shares given to them. Jogi Raju got Rs. 38,000 odd cash and Rs. 30,000 in bonds. Somasekhara Raju got Rs. 11,000 cash and Rs. 29,000 odd in bonds. Wazir Sahib and Aripi Venkatasattayya and Tammanna were present when the brothers got their shares. This happened in December 1875. Ramabhadra Raju got a receipt from each of his brothers. Mahomed Wazir wrote both the receipts. Each brother signed the receipt he gave in my presence. I attested both receipts and so did Venkatasattayya who died 12 years ago. He was the land cess gumastah. Each brother took possession of his share, and dealt with it on his own account. Eight months after this, each brother took his share of the lands from the Deputy Tahsildar of Parvatipur. Balaramiah used to manage the shares of land of all three brothers. I have no paper signed by me, a subordinate of Ramabhadra Raju, from 1872 to 1878.

I forget ever attesting any other document for Ramabhadra Raju except the receipts. I had Rs. 10 a month then. I forget how much pay I got afterwards.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 143. Deposition of 5th witness for 1st Defendant, 24th September 1892.—*continued.*

Soma Raju told me that Ramabhadra Raju wrote to him for a Power of Attorney. I did not see Ramabhadra Raju bringing anything from Vizagapatam. I used to write chits to peons, under the orders of Radhakrishnan. I had no other superior. Markonda Patnaikuni Pattabhiramiah, Palteru Narasayya, Achanta Ganga Raju, were gumastahs. I cannot say what work they did. Ganga Raju used to enter receipts in the Diary. Ramabhadra Raju had 10 subordinate officials Items of expenditure were never brought to account. There was no chitta and no *Averja* (Day book or Ledger). There were no demand, collection and balance accounts with regard to Inam lands. I can't say how soon after Ramabhadra Raju brought the money from the Collector he gave it to his brothers. There were two conversations between the brothers about taking their shares before they got them. One was two days before and one was a week before they got their shares. Ramabhadra Raju and his manager said so. The money was paid at Ramabhadra Raju's treasury. I sat facing the south. Ramabhadra Raju and his brothers faced the east. I came with Venkatasattayya to office that day. Wazir Sahib was there before us. Tammanna called us. We all three went; and I sat on mats, while Ramabhadra Raju and his brothers sat on carpets. There were some personal attendants present. I can't say who or how many. Ramabhadra Raju fetched rupees.

I don't know where Ramabhadra Raju fetched the rupees from. Tammanna carried the rupees. No one helped him. He fetched about 50 bags. The bags were counted, not the contents. Besides about 50 bags, with Rs. 1,000 in each, there were two bags with less than Rs. 1,000. Tammanna counted out the rupees in two bags with less than Rs. 1,000 each. The money was just sufficient to pay the two brothers and no balance remained. There were labels on the bags showing how many rupees each contained. Jogi Raju got Rs. 38,000 odd and Soma Raju got Rs. 11,000 odd. Jogi Raju and Soma Raju had been married a year before this. Jogi Raju's servants carried his rupees to his (Jogi Raju's) house and Soma Raju's servants carried his rupees to his house. I cannot remember how many servants there were, nor their names. I did not help them to carry the money. Receipts were given to Ramabhadra Raju before he delivered the property. It took from 11 A. M. to 3 P. M. to deliver the property. No gumastah came to Ramabhadra Raju during this time. Clerks came to office from 10 A. M. to 4 P. M. The Manager and Sheristadar were out in the Taluq. I don't know about the other officials. Tammira Bairagi, the shroff, was at cutcheri that day. I also saw Palteru Narasayya that day at office. They were not asked to witness the receipts. The receipts were prepared with reference to a copy of a receipt and an account. I don't know what that account was, but they said it was given with the receipt. Venkatasattayya dictated the wording of the receipt to Wazir Sahib. No drafts were prepared. Both receipts were written before either of them were signed. Then both were signed together. As soon as Venkatasattayya had attested the receipts, he handed them to me. He handed me one receipt directly after the other. Jogi Raju and Soma Raju signed one after the other. Neither signed until both receipts had been written. I do not remember whether Wazir entered in the receipts the fact he had written them, before or after the payees had signed. I saw Jogi Raju sign

Deputy Registrar.

RECORD.
PART I.

In the District Court of Vizagapatam.

No. 143. Deposition of 5th witness for 1st Defendant, 24th September 1892.—*concluded.*

twice. I had nothing to do with Jogi Raju. I have land by which I live. I gave my occupation as clerk (*Musaddi*) as I had formerly been a clerk. I have mortgaged my land for Rs. 300 or Rs. 400. Ramabhadra Raju is not supporting my son, who sat behind his pleader. Since February 1st, 1889, I have not been employed by Ramabhadra Raju. Aripi Venkatasattayya is my cousin. He was Kurnam's gumastah of Ankavaram. I did not hold that post up to 1876. I used to help him in his accounts. I forget whether he was Kurnam's gumastah up to 1876.

By 1st Defendant's pleader:—I see the two receipts of the 27th December 1875. They have the signatures of Venkatasattayya. One is signed by Jogi Raju and one by Soma Raju. I have signed both of them.

On hearing this deposition read over I say that what I said was that it took from 11 A. M. to 2 P. M. to deliver the property, not until 3 P. M. written. Otherwise the deposition is correct.

24—9—92.

(Signed) H. R. FARMER,
District Judge.

No. 144.

No. 144. Deposition of 6th witness for 1st Defendant, 24th September 1892.

Deposition of 6th witness for 1st Defendant.

IN THE COURT OF THE DISTRICT JUDGE, VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

6th Witness for 1st Defendant.

Name of witness...	...	...	Mahomed Wazir Sahib.
Father's name ...	...	...	Mahomed Akub Sahib.
Residence ...	...	...	Merangi.
Caste ...	...	...	Mussalman.
Age ...	...	...	50 years.
Occupation	...	...	Musaddi.

Deposes on solemn affirmation:—

I have not been employed by Ramabhadra Raju for 3 years, I was a Baskhi and a Munshi. I knew Jogi Raju and I know Soma Raju. I know of property being handed over by Ramabhadra Raju to his brothers. The property was cash and bonds which Ramabhadra Raju brought from the Collector. He took two receipts which were written by me. Venkatsattayya died 10 years ago. Jogi Raju got bonds representing Rs. 30,000 odd and Rs. 38,000 cash. Soma Raju got Rs. 29,000 worth of bonds and cash amounting to Rs. 11,000 odd. They took possession of it and dealt each with his own property. Each brother managed his own land after getting it through the Deputy Tahsildar.

Cross-examined:—I was in the police. I was not dismissed. I was not fined. I resigned my post as Head Constable on Rs. 20 and came to Ramabhadra Raju as a Munshi, to write Hindustani or Telugu if required. I used to convey orders to peons. My pay was 10 Rupees, until I left Ramabhadra Raju's service. I entered his service 20 years ago. I entered the Police force when it was first started and was in it for 5 or 6 years. About 10 or 15 days before the two bro-

thers got the shares, Ramabhadra Raju had told them in my presence, that the *samakhya* would not seem to enable him to manage their property, and he asked them to give him a Power of Attorney. The two other brothers did not agree. Nothing further happened that day. Then, 2 or 3 or 4 days afterwards, Ramabhadra Raju sent for me, Devupalli Venkayya and Aripi Venkatasattayya. Then we went to the house where the three brothers lived and then the property was given to Jogi Raju and Soma Raju. The brothers were facing the east sitting on a carpet. We faced the west sitting opposite to them. We there came together. I had come by myself to cutcheri. I did not work in the room with the other two. Ramabhadra Raju gave Venkatasattayya copy of a receipt which he had given to the Collector connected with the award I did not see their papers. Venkatasattayya said to me "Write what I tell you." I wrote the words which he dictated. Soma Raju and Jogi Raju told me nothing. After the receipts were signed Tammanna fetched some bonds from the treasury room. He had gone there with Ramabhadra Raju. After the receipts were signed the bonds and cash were fetched from the treasury. I forget whether the receipts were attested before the bonds and cash ware fetched. As soon as one receipt was written the other was written. First, Jogi Raju signed; then Soma Raju and then the witnesses. It was not until both receipts were written that they were signed by the payees. After the attesting witnesses had signed, I made the entry that I was the writer. The documents which belonged to each brother were ascertained from the list which had come with the copy of the receipt given to the Collector. Some (?) of each bond was read out to identify it, by Venkatasattayya. Jogi Raju got 20 or 21 bonds and some petitions. We all heard Venkatasattayya reading part of the documents. He read out the headings of the documents. I remember there was one document executed by Salur Sitarama Raju. I forget the names of the obligors in any other bonds. Jogi Raju got documents representing Rs. 30,000 odd and cash Rs. 38,000. Soma Raju got cash amounting to Rs. 11,000 odd and bonds representing Rs. 29,000 odd.

Tammanna brought 2 bags of rupees at a time—50 bags altogether. Besides this there were one or two bags with less (than) Rs. 1,000 each. Tammanna counted the two bags. Tamayya counted the two bags. Whether there was anything over or not I do not remember. There were no one but the seven people I have mentioned present; some domestic servants were at a short distance from us. Each brother took his money to his room. Tammanna carried the cash. Each brother stood at his own door. Soma Raju's money was carried first. This business lasted from 10 or 11 and was finished at 12 or 12-30. All the establishment came to office late in the day. Radhakrishnan and Jogi Raju were out in camp.

Venkatasattayya fetched the stamps. I have no paper signed by Jogi Raju. I am a tenant of Ramabhadra Raju now.

By 1st Defendant's pleader.—I see the receipts of the 27th December 1875. These are the receipts which I wrote and which I mentioned above. They are signed one by Jogi Raju and one by Soma Raju and by Venkatasattayya as a witness.

(Signed) H. R. FARMER,
District Judge.

24—9—92.

Deputy Registrar.

No. 145.

Decree of the District Court.

IN THE COURT OF THE DISTRICT JUDGE AT VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Thursday, the twenty fourth day of November 1892.

1. Sri Rajah Setrucherla Jogi Raju Bahadur Garu having died subsequent to the suit, his sons and heirs—
2. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu.
3. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu, both being minors by their mother and guardian Gangayyamma Garu.

} *Plaintiffs.*

versus

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

} *Defendants.*

Suit to recover from Defendants one-third share of the Inam lands of Schedule A yielding an annual income of Rs. 1,783-2-0; one-third share of the lands of Schedule B yielding an annual profit of Rs. 1,261-5-4; one-third share of the houses and gardens of Schedule C worth Rs. 4,200, and also one-third share of the cists and other moveable property worth Rs. 6,37,728-1-8 as per Schedules D and E with subsequent interest and costs.

This suit coming on for final hearing before H. R. Farmer, Esquire, District Judge, in the presence of Messrs. A. Suryanarayana Rao, S. R. Kristniah and N. Ramiah, Vakils for Plaintiffs; Messrs. F. E. Sice and V. Ramamurti, Vakils for 1st Defendant and Mr. M. Lakshmipati, Vakil for 2nd Defendant. It is ordered that the lands and houses mentioned in the schedules appended, be divided into three shares and one share representing according to the plaint, a sum of Rs. 16,622-4-8 be delivered over to Plaintiffs; that Defendants do pay Plaintiffs Rs 1,35,457-7-9, which represents the Plaintiff's share of land-rent on lands held at the time of the award (Rs. 8,321-4-0 column 4 of schedule appended) *plus* the Plaintiffs' share of cash and moveables with increment Rs. 1,33,442-14-0 (colum 5 of the appended schedule) *minus* a sum of Rs. 6,306-10-8 being money taken from the last mentioned sum and invested by the 1st Defendant in land now decreed to Plaintiffs.

It is further ordered that Defendants do pay to Plaintiffs mesne profits on the lands decreed, the first payment on this account being due on 1st July 1889 and its amount is fixed at Rs. 1,005-6-0; from that date payment on account of mesne profits is to be made at the rate of Rs. 1,005-6-0 per annum with interest on mesne profits at 6 per cent per mensem up to date of delivery or until the

N. B.—For Schedules see Nos. 148 to 152 of this record.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 145. Decree of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

expiration of three years from this date whichever event happens first, and subsequent interest on cash &c, decreed Rs. 1,35,457-7-9 at the rate of Rs. 8,127-6-8 at 6 per cent. per annum, from date of suit to date of payment; and it is further ordered that Defendants do pay Plaintiffs' costs.

Plaint schedule in which mentioned.	Description of property.	Value of lands decreed to Plaintiffs. Rs.	A.	P.	Land rent decreed. Rs.	A.	P.	Cash, &c., decreed. Rs.	A.	P.	REMARKS.
Schedule A *	Land held at the time of the award	8,915	10	0	8,321	4	0	...	...	...	
„ B *	Lands purchased subsequent to award with joint funds ..	6,306	10	8	...	...	.	...	...	...	
„ C *	Houses	1,400	0	0	...	...	..	...	...	...	
„ D & E *	Cash and moveables ...	...	..	..	...	..	...	1,33,442	14	5	
	Add cash decreed on account of land-rent in column 4 ..	16,622	4	8	8,321	4	0	1,33,442	14	5	
		...	..	.	...	...	.	8,321	4	0	
	Total ..	...	...	...	...	...	...	1,41,764	2	5	
	Deduct the sum taken from that in column 5 for which the lands of plaint schedule B decreed to Plaintiffs were purchased by 1st Defendant	...	...	...	...	...	...	6,306	10	8	
	Balance cash decreed ..	...	...	...	...	.	...	1,35,457	7	9	

MEMORANDUM OF COSTS.

Costs incured by the Plaintiff.

	Rs.	A.	P.
Stamp for plaint	2,075	0	0
Do. for Vakalatnama	0	8	0
Process batta	124	0	0
Witnesses do.	2,044	6	0
Stamps on documents	5	8	0
Vakil's fee in Rs. 2,28,263-8-10	1,000	0	0
Total Rs. ...	5,249	6	0

* For schedules see Nos. 148 ot 152 of this record.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 145. Decree of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*concluded.*

Costs incurred by the 1st Defendant.

	Rs.	A.	P.
Stamp for Vakalatnama	0	8	0
Process batta	16	8	0
Witnesses do.	435	0	0
Vakil's fee on Rs. 2,28,263-8-10	1,000	0	0
Total Rs....	1,452	0	0

Costs incurred by the 2nd Defendant.

	Rs.	A.	P.
Stamp for Vakalatnama	0	8	0
Vakil's fee as certified	500	0	0
Total Rs....	500	8	0

The parties should apply as soon as possible for the return of all exhibits which they may wish to preserve, as the records will be liable to be destroyed after 3 years from this date.

Given under my hand this twenty-fourth day of November 1892.

(Signed) H. R. FARMER,
District Judge.

17—12—92.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.

No. 146.

Judgment of the District Court.

IN THE COURT OF THE DISTRICT JUDGE AT VIZAGAPATAM.

Thursday, the twenty-fourth day of November,
One thousand eight hundred and ninety-two.

PRESENT:—H. R. FARMER, ESQUIRE, *District Judge.*

Original Suit No. 1 *of* 1889.

1. Sri Rajah Setrucherla Jogi Raju Bahadur Garu having died subsequent to the suit, his sons and heirs—
2. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu.
3. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu.

} *Plaintiffs.*

versus

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

} *Defendants.*

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

JUDGMENT.

1. *Concise statement of the case setting out all the material averments in the pleadings.* The plaint is dated 20th November, 1888. The two material averments in the plaint are :—

(1) That the 1st Defendant (elder brother of Plaintiff and 2nd Defendant) is, under an agreement of the 6th October 1874, manager and trustee of the Plaintiff's one-third share of undivided family property, and as such accountable for it.

(2) That the Plaintiff's undivided share in 1874 represented Rs. 89,286-4-2 ; that this has to be accounted for with 15 years' accumulations, and that the gross increment on some of these items represents over a lac and a quarter of rupees, and that the contract precluded the Plaintiff from suing for partition until 1886.

The first averment is the one on which the case chiefly turns. If the plaint contract is held to be enforceable against the 1st Defendant, the question as to the amount of property which must have been received as nucleus in 1874, and the further question as to the net profits from 1874 to 1888 are matters on which, owing to a partition award of 1874, there is not much room for dispute. But with regard to the two issues (1st and 3rd) framed with reference to the Defendant's averment that he never managed anything, and that the Plaintiff himself managed for the 15 years, the best evidence is that afforded by acts showing who it was who dealt with the property, and enjoyed the profits for these 15 years[1]. It, therefore, becomes necessary in abstracting the pleadings to notice the details of that property, with a view to seeing what evidence as to acts of ownership may be looked for. The nucleus of the property claimed as Plaintiff's one-third share, and detailed in the plaint, consists of (1) agricultural land in the Plaint-schedule A worth Rs. 8,915-10-0, (2) houses and gardens in Schedule C worth Rs. 1,400 and (3) nucleus moveables (entered along with increment) in Schedule D representing Rs. 78,970-10-2. The two remaining Schedules (B and E) do not require notice in this connection, as they do not refer to property forming the nucleus of the claim. Schedule B refers to land purchased with profits from moveables, and E refers exclusively to increment. The moveable property as well as the houses and gardens are not properties, in respect of which the evidence as to joint or separate ownership is likely to be so satisfactory or conclusive as that which may be expected in the case of the agricultural land in Schedule A. This is land let to tenants who pay rent to the owner, who pays revenue to Government. In connection with such lands, written leases, receipts for rent, written orders of distraint for rent, receipts for revenue and distraint orders to realize revenue, may be looked for. In the case of dwelling houses and gardens enjoyed by the brothers who admittedly lived, up to 1881, in the same block of buildings, there is not likely to be such satisfactory evidence as to acts of ownership, and evidence, if forthcoming, would be more

(1) Ambika Dut *vs.* Sukhamani Kuar, I. L. R., 1 Allahabad, 437.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

likely to be of an oral than of a documentary nature, as it is not alleged that the houses or gardens were usually let to tenants.

The same remark applies to the moveable property in Schedule D. It consisted chiefly of cash and bonds. There were also some arms, ornaments, furniture, books, household utensils, vehicles, cattle, grain and a Government Promissory Note. There is conflicting evidence as to acts of ownership in respect of the bonds and cash.

The land let to tenants (Schedule A) only represents about one-ninth (Rs. 8,915) of the nucleus of the property claimed. This land consists, as Schedule A shows, of eight parcels. There is an important fact in connection with one of these parcels. The 1st Defendant's Exhibit 10 shows, that according to the 1st Defendant's case, the other two coparceners, or at least one of them, had shares in seven of these plots under the partition, (the effects of which as regards the three litigants were according to the plaint cancelled for 12 years by the suit contract). In the remaining parcel situated in the village of Kanapadoravalsa, the Defendants' case is that it came exclusively to the share of the Plaintiff. Consequently it appears to me that it is with reference to this plot of land that the most conclusive evidence as to acts of ownership from 1874 to 1888 may be looked for. The Plaintiff's case is that the 1st Defendant acted as the sole owner of this plot for the 15 years. The Defendant's case is that the Plaintiff acted as sole owner. In Schedule C the first four items are house property : and the other items are topes. Exhibit 10*b* shows that the house which forms the third item in Schedule C came exclusively to the Plaintiff, and there is some evidence as to acts of ownership. This is the only item in Schedule C on which there is relevant evidence as to the part performance, and consequently as to the enforceability, of the plaint and contract. Then comes Schedule D in which details of the moveable property are given. There is conflicting evidence, with regard to the enforceability of the contract, as regards the cash and bonds which constitute the bulk (Rs. 66,020-13-2) of the claim and are marked as items 10, 11 and 12 in this schedule. This evidence consists of statements as to the genuineness of certain receipts said by the Plaintiff to be forgeries. These receipts are relied on by the 1st Defendant as evidencing the fact that he (1st Defendant) made over to Plaintiff in December 1875 his (Plaintiff's) moveable property just after he (1st Defendant) got it. This represents Rs. 69,220-1-7. In a case where both sides allege fraud, and where the direct evidence is conflicting, the test, it seems, must be looked for in the presumptions arising from the admitted or clearly proved facts. Such facts are, in the present case, those connected with the land in Schedule A.

So much for the nature of the property said to be the subject-matter of the contract sought to be enforced, and for the evidence as to the enforceability to be looked for in respect of the different items of that property.

The question is, whether the acts alleged by the Plaintiff as evidencing part performance of the suit contract, or those alleged by the Defendants as showing part performance of a rescission of that contract, are to be believed.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892 — *continued.*

The second material averment in the plaint is, that the amount of the property entrusted to the 1st Defendant and for which he has to account, represented in 1888 over two lacs. It seems unnecessary at present to deal further with this part of the case.

But in respect of the first averment, the circumstances explaining how the suit contract was called into existence, and how according to the Defendants it became a dead letter, though not expressly alleged to have been rescinded, have to be given, before attempting to *analyze* the evidence.

The following pedigree shows the relationship of the parties :—

Delemma, 1st wife. = Jagannadha Raju, Zamindar of Merangi. = Nilamma, 2nd wife.

- Chendrasekhara, Zamindar of Merangi.
  - Jagannadha Raju who as Defendant in the Merangi partition suit finally decided against him by the Privy Council in 1891 (I. L. R. 14 Madras 237) lost three-quarters of the estate to his three uncles, the present litigants.
- Ramabhadra, 1st Defendant.
- Somasekhara, 2nd Defendant.
- Jogi Raju, original Plaintiff—died after suit was filed.
  - Virabhadra, minor sons, now Plaintiffs.
  - Jagannadha, minor sons, now Plaintiffs.

After stating the amount claimable under the five plaint schedules already noticed, the plaint goes on to state the relationship shown above, and mentions that the Zamindar Chendrasekhara was manager of the joint family until his death in 1869. Thereupon (paragraph 2 of plaint) the Collector, as Agent to the Court of Wards, took charge of the estate of Merangi and some of its appurtenances, and the 1st Defendant, as the senior member of the family, assumed management of the rest—including moveables and immoveables. Then (paragraph 4 of plaint) in 1873 the question of a partition of the family estate was raised. For the minor Zamindar the right to partition was denied in respect of the Zamindari, but admitted in respect of moveables and certain landed property, three-quarters of which are now in suit. The apportionment into four shares of the land and goods admittedly partible was referred to five arbitrators. The four co-sharers were the three present litigants as already mentioned, and their nephew, the then minor Zamindar. Their agreement submitting the matter to arbitration was dated the 28th September 1873. The award was first delivered on the 30th December 1873, and was supplemented and revised, on the Collector's suggestion, by a final award of the 7th October 1874. It is upon this award that the Plaintiff relies to show what the nucleus of the property in 1874 was.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892. — *continued.*

The day before this final award was pronounced, that is, on the 6th of October 1874, the plaint contract was entered into. This is filed as Exhibit B1.

The following is a translation of this agreement: —

"Agreement executed on 6th October 1874 by Sri Ramabhadra Raju "Bahadur, Sri Somasekhara Raju Bahadur and Sri Jogi Raju Bahadur, sons of "the late Sri Setrucherla Jagannadha Raju Bahadur, the Zamindar of Merangi, "who are inhabitants of China Merangi, in the Sub—District of Parvatipur in the "District of Vizagapatam in the Presidency of Madras, who are Kshatriyas by "caste, and who get their living as members of the Zamindar's family.

"As Sri Somasekhara Raju, who is one of us, has not agreed to the award "passed by the Panchayat in the partition dispute that took place between us "three and the minor Zamindar of Merangi, and as it has been resolved that it "is better for us three to live together than to bring civil suits (incurring much "expense and trouble), and to become separated, the following conditions have "been arranged amongst us for living in union.

"1. That our three shares settled by the award should be retained jointly, "excluding the share of the minor.

"2. That Sri Ramabhadra Raju, who is the eldest of us, should take "charge of the said three shares and manage (them).

"3. That from this date we should live jointly for twelve years, and that "we should thereafter effect a division amongst ourselves after adjusting the "profit and loss accrued up to that time That should any one of us ask for "a division in the interim, instead of so living jointly for twelve years, the one "that so asks should forego (his) share in the profit accrued up to that time, "and should himself bear the losses incurred on his account. We have executed "this contract (amongst ourselves) after agreeing to do in this manner. There-"fore we three bind ourselves to abide by the above stipulations."

This agreement was duly registered and under it, the Plaintiff, having foregone his right to sue for partition for twelve years, and having placed the 1st Defendant in sole possession of his property as trustee and manager (paragraph 5 of plaint) has a right, as he contends, on the expiry of twelve years in 1886, to enforce the specific performance of this contract by calling on the 1st Defendant to account for the property entrusted to him and to make over what, under a prudent management, should have accumulated during the fifteen years intervening between the date of the contract and the date of the plaint, with subsequent profits up to date of delivery.

On the date on which this agreement was made, its purport was notified to the arbitrators in a document (Exhibit A) in which the 1st Defendant agreed to take delivery of the three shares of himself and his two brothers. That this was understood by the arbitrators is clear from the recital in paragraph 2 of the

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

final award (Exhibit E) of the 7th October 1874. Acting upon this award the 1st Defendant got possession of the three shares as provided thereby, giving receipts (Exhibits F and G) to the Collector for such property of the Plaintiff (representing Rs. 69,220-7-2) as was in the Collector's treasury. The result was that the whole of the property mentioned as nucleus in Schedules A, C and D which was not already in the hands of the 1st Defendant, and which formed the estate of the three brothers, came into the hands of the 1st Defendant as trustee and manager, and has remained with him since. One of the ways in which the 1st Defendant made income by the use of the joint property was to give part of it as security for a lease of the Zamindari, which the Collector as guardian of the minor Zamindar (*litigant's nephew*) gave him (1st Defendant).

Therefore, (paragraph 12 of the plaint) the profits of that lease became joint property subject to division, and the amount thus subject to division is given as Rs. 1,97,400 (item 16 of Schedule D). The business of a banker was carried on by the 1st Defendant with joint funds and, in respect of this, a sum of one lac and a half of rupees was made in fifteen years and a third of this is claimed in Schedule E. In respect of one bond, the amount due with interest and costs(Rs. 10,000) was collected for the 1st Defendant by the Plaintiff and made over to him (paragraph 15 of plaint). Paragraph 15 of plaint refers to Plaintiff's two marriages, and to a suit brought against him by his first wife in which he was ordered in 1882 to pay her Rs. 15,000. Allusion is also made to the Plaintiff's second marriage, and to the enmity which arose with reference thereto between the Plaintiff and his two brothers. These two marriages of the Plaintiff require some notice, as throwing light on the attitude of the parties towards each other. The Plaintiff is the youngest of the three brothers. The two Defendants are the sons of Dalemma, the senior wife of the Zamindar, Jagannadha Raju. The Plaintiff is the son of Nilamma, the junior wife of the same man. The Plaintiff's senior wife Narasayyamma is the cousin, on their mother's side, of the two Defendants, and when the Plaintiff married his second wife Gangayyamma (mother and guardian *ad litem* of his minor sons, 2nd and 3rd Plaintiffs), he went in 1881 to live with her father the neighbouring Zamindar of Kurpam, an enemy of the Defendants. His wife Narasayyamma remained with her cousins, the Defendants. Then (24th July 1881) as stated in paragraph 10 of the plaint this Kurpam Zamindar got the Plaintiff to assign to him half his property, and, five days later (29th July 1881) his (Plaintiff's) senior wife brought a suit against him (Plaintiff) and got in 1882 a decree for Rs. 15,000. This suit, it is stated, (paragraph 15 of the plaint) was the result of the defendants' instigating their cousin Narasayyamma, and the decree was a matter of indifference to the plaintiff, as he had no control over the property against which execution, if taken out, would have to issue.

In paragraphs 16 and 17 of the plaint the Plaintiff states that a cause of action arose first on the 7th June 1885, when the 1st Defendand nt, in answer to a demand for accounts, denied Plaintiff's right under the suit contract, and secondly on the 4th October 1886, when, under that agreement, the right to demand a partition accrued on the expiry of 12 years.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

As regards moveables (including bonds), the plaintiff prays for their equivalent in money after taking an account, on the footing of what, with prudent management, should now be available.

As regards both the land forming the nucleus (Schedules A and C) and the land purchased out of the earnings (Schedule B) the Plaintiff prays for delivery, after partition of his share of the property itself. Profits from date of decree to date of delivery are also prayed for.

The two Defendants put in separate answers. The 1st Defendant pleads that the suit is barred by limitation. He admits the genuineness of the suit contract, but pleads that owing to failure of consideration moving from Plaintiff, or, in other words, owing to abandonment of the plaint contract, it is unenforceable, that he has had charge of nothing under the terms of the contract, and that consequently the whole of the Plaintiff's suit should be dismissed with costs.

The 1st Defendant admits having, in November 1875, got the cash and bonds belonging to himself and his two brothers (Exhibits F and G). He admits that this included property representing Rs. 69,220-7-7 belonging to the Plaintiff, but he says this was not in execution of the terms of the contract, but on the strength of a power of attorney which the Collector required before he would recognize the 1st Defendant's power to bind his brothers by his acquittances. The 1st Defendant finding that, to enable him to act, as contemplated by the suit contract, on behalf of his brothers, it was necessary for him to have written authority, requested them to give him a general power of attorney, which would save the trouble of getting a special power for each transaction. This the Plaintiff and 2nd Defendant refused to give. Thereupon the 1st Defendant refused to fulfil his promise to manage as trustee and was excused for his refusal and non-performance, by the previous refusal of his brother to afford him the reasonable facility which he demanded for the performance of his promise. Both parties accepted the situation thus created, and recognizing the suit contract as thus terminated, the plaintiff and 2nd Defendant got from the 1st Defendant on the 27th December 1875 all the property which the latter had received for them from the Collector, and granted two receipts (Exhibits 12 and 13).

As regards the land, houses and other moveables the 1st Defendant never had possession of the Plaintiff's share, and the Plaintiff got possession direct from the Collector as shown by his receipts (Exhibits X, X*a*, X*b*, X*c*). Consequently it is stated that Plaintiff after 1875 sued and was sued as a divided member of the family, and neither acted nor was treated as one who had relieved himself of all concern with his property, by making 1st Defendant his trustee and manager for 12 years. The amount of the decree for Rs. 10,000, which the Plaintiff admits that he collected was never made over to the 1st Defendant.

The 1st Defendant never got the Government Promissory Note in which Plaintiff claims a share, but on the contrary, the Collector, who gave effect to the arbitrators' award fixing the shares of the brothers, included in what was

allotted to the Plaintiff and made over by the 1st Defendant to Plaintiff, his (Plaintiff's) share in the Government Promissory Note Rs. 15,000.

As the plaint contract does not stipulate that the Plaintiff or the 2nd Defendant should have a share from the profits derived by the 1st Defendant from taking a lease of the Zamindari, no such sum is claimable under the contract, even if that contract be found enforceable. The profits alleged to have been obtained from the banking business were never realized.

The 2nd Defendant in his answer denies that there is any cause of action against him. He supports generally the statements of the 1st Defendant as to the circumstances which are said to have relieved the 1st Defendant from the obligation specifically to perform the plaint contract.

The refusal to grant a special power of attorney relieved the 1st Defendant from his obligation to manage, and execute his part of the contract.

Such are the details of the statements in the pleadings with reference to the two material averments in the plaint.

The usual lists of witnesses and exhibits are appended to this judgment.

2. *The points for determination and the decision thereon.*

The following four issues seem to arise on the material averments in these pleadings.

(1) Is the Plaintiff estopped from setting up the plaint contract?

(2) Is the suit barred by limitation?

(3) Is the plaint contract enforceable?

(4) To what relief is plaintiff entitled in a decree for specific performance of the plaint contract?

The following seven issues were framed. The reasons for considering some of them superfluous are given opposite each :—

(1). Is the Plaintiff's claim barred under Section 54 of the Contract Act, owing to default as to an implied promise in the contract of the 6th October 1874 to see 1st Defendant put in possession of his (Plaintiff's) property, which promise should be performed before the 1st Defendant's promise to manage that property could be enforced?	Covered by 1st and 3rd issues given above.

Deputy Registrar.

(2) If there was such failure of consideration, how far did consideration fail?	Covered by the 3rd and 4th issues given above.
(3) What, in respect of any of the plaint property, which may be found in the possession of the 1st Defendant and governed by the contract of the 6th October 1874, are the liabilities of the 1st Defendant?	Covered by the 4th issue, given above.
(4) In case the contract is found to have become enforceable by the Plaintiffs, is proof (other than documentary proof) of its rescission admissible with reference to proviso 4, Section 92, I. E. Act, or are plaintiffs estopped by their conduct from denying such rescission?	The first part of this issue does not arise as the Dedant's plea as explained at the hearing was not rescission but unenforceability. The 1st part is struck out under Section 149. The part as to estoppel is embodied in the first issue given above.
(5) Is the suit barred by limitation?	Is given, as second issue above.
(6). To what relief are plaintiffs entitled?	Covered by fourth issue given above.
(7). Has the 2nd Defendant a right to have his costs paid by the plaintiffs.	The question of costs is not a proper subject for an issue.

The findings on the four issues are :—

(1). That the plaintiff is not estopped.

(2). That the suit is not barred by limitation.

(3). That the plaint contract is enforceable.

(4). That the 1st Defendant as a trustee, and not merely as a manager, ought to make over to the Plaintiff land representing Rs. 16,622-4-8 and cash to the amount of Rs. 1,36,407-7-9 together with mesne profits (with interest) on this land, and interest at 6 per cent. on the cash from date of the plaint to date of decree and from date of decree to date of realization.

3. It remains to give the reasons for the decision on these four points.

4. *Reasons for decision on issues* 1, 2 *and* 3.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

The following observation will show that the 1st, 2nd and 3rd issues may conveniently be dealt with together. The facts which form grounds for a decision as to estoppel, also afford grounds for deciding whether the suit is barred by limitation, and whether the suit contract is unenforceable for grounds other than estoppel and limitation.

To explain this, the series of events may be separated into seven stages as given below :—

(*a*) Admitted by both sides.

1. Union up to ... ... 7—10—1874.
2. Partition ... ... 7—10—1874.
3. Reunion (suit agreement) ... ... 7—10—1874.
4. Part performance of reunion agreement by delivery to 1st Defendant of Rs. 69,220-7-0 ... 27 & 30—11—1875.

(*b*) Alleged by Defendants and denied by Plaintiff.

5. Plaintiffs' failure to enable 1st Defendant to perform his part of the reunion agreement... December 1875.
6. Oral contract to rescind reunion agreement ... December 1875.
7. Part performance of rescission contract by restoration to Plaintiff of Rs. 69,220-7-7 ... 27—12—1875.

It is the last three steps, namely, those alleged by Defendants and denied by Plaintiff, that now require notice. The 1st Defendant, apprently in view of the difficulty presented by Section 92, proviso 4 of the I. E. Act, owing to the fact that the suit contract was registered, contended that the facts which he alleged did not imply an agreement to rescind. It seems to me that the return of the property representing Rs. 69,220-7-7 is referable to, and implies the pre-existance of, the rescission of the plaint contract in performance of which rescinding contract, it (plaint contract) had been rescinded. Rescission may be either at the instance of a person entitled to avoid a contract, or by mutual consent. In the present case, it does not appear that either party was entitled to rescind without the consent of the other. The 1st Defendant's case is, not that he was entitled to rescind, but that he relies on the provisions of Section 67 of the Contract Act, which give no right to rescind, but indicate a defence to a suit for specific performance of an unrescinded contract. By rescision I understand an enforceable declaration by one party that he avoids the contract or an agreement by both parties to a contract, to avoid it. In the present case, it seems to me that the 1st Defendant sets up the later kind of rescission, that is, a rescission by agreement, and that, as he alleges, part performance by the Plaintiff of this contract for rescission, he in effect contends that the Plaintiff is estopped from alleging the suit contract. In such a case the proviso 4 of Section 92 cannot come into play to the 1st Defendant's prejudice until he has failed to prove estoppel against the Plaintiff. If the estoppel is not established by the proof of the part performance of the rescinding contract by the return of Rs. 69,220-7-7 on the 27th December 1875, then it will, I think, be impossible for the 1st Defendant to allege the oral rescission of the registered suit contract. Thus the 6th and 7th stages of the case must stand or fall together. If part performance of the rescission agreement is not proved, that agreement itself cannot be proved. But I do not think that the 1st Defendant's failure as regards those parts of his case would necessarily imply failure as regards the first part of his case, namely, that the suit contract became unenforceable (5th stage of the case). It might be found that the facility, in the shape of a general power of attorney, was a reasonable facility, that the Plaintiff refused to afford that facility for management to the 1st Defendant, and that consequently, though the contract to manage was not rescinded, nor the Rs. 69,220-7-7 restored, the 1st Defendant is excused from the performance of his promise to manage. In that case the Plaintiff would, no doubt, be entitled to the Rs. 69,220-7-7, but not in specific performance of the suit contract. On the ground that the 1st Defendant had in effect avoided the contract, the 1st Defendant might, in accordance with the principle laid down in Section 64 of the Contract Act, be required to restore the benefit received from the Plaintiff, and such relief might, I think, be fairly granted under the general prayer in the plaint to grant such relief as the Court may deem fit. I think, however, that such a suit would be barred under Article 48 or 97, Schedule 2 of the Limitation Act.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

But as before stated, it does not appear likely that, if it is found that the Plaintiff is not estopped, it can be held that the plaint contract is unenforceable. On the other hand, it appears that evidence which will be sufficient to show that he is entitled to recover Rs. 69,220-7-7, will be sufficient further to show that he can recover it, with accumulations, in specific performance of the suit contract. The evidence adduced by the Plaintiff to show that there was no rescission in December 1875, because long after that the 1st Defendant's own admissions in writing show that he was performing his part of the suit contract, will also, if believed, show that even if any objection on the score of the refusal of a general power of attorney were ever raised by the 1st Defendant in December 1875, as he alleges, that objection was waived. Consequently though in theory nonenforceability may be pleaded when estoppel fails, a scrutiny of the present case will show that it is not necessary separately to examine the evidence as to nonenforceability. If the 1st Defendant succeeds in establishing estoppel by the part performance of a rescissional agreement, the separate question of nonenforceability cannot afterwards arise, while, if he fails to establish estoppel, the evidence will, it seems, be insufficient to establish nonenforceability.

Before dealing with the evidence on these two points (estoppel and nonenforceability) which is in fact all the evidence in the case besides that afforded

by agreement itself as to its terms, the question of the burden of proof has to be noticed. From the abstract of the written statement it will be observed that the 1st Defendant does not expressly set up the plea of estoppel. He did not do so at the hearing. As, however, the facts alleged seemed to me to imply the plea, I inserted it in the 4th issue framed. But in deciding the question of the burden of proof, the 1st issue, as the issues then stood, was that as regards enforceability. It was, therefore, taken up first, and it appeared to me that the burden of proof lay in the first instance on the Plaintiff, and that though he might be entitled to a decree for Rs. 69,220-7-7 unless the 1st Defendant proved the restoration he alleged, still it did not follow that he would be entitled in the absence of proof to the decree prayed for, namely, one for the specific performance of the suit contract. To enable him to obtain that, I think, that when the 1st Defendant denied that he ever managed, and alleged that even though he did get some of Plaintiff's property Plaintiff was answerable for 1st Defendant's failure to manage as promised in the suit contract, it rested on Plaintiff, to show that there had been acts of management on the part of the 1st Defendant, and that the acts of the 1st Defendant had not been confined, as 1st Defendant said, to taking delivery of certain property which he found it impossible owing to Plaintiff's attitude, to manage. The contract admittedly passed the executory stage to a stage of partial execution, but it seemed to me to lie on the Plaintiff to take the case a step further and to show *primâ facie* grounds for believing that there was part performance on the part of the 1st Defendant, not only in respect of the preliminary stage of obtaining a transfer of the property to himself, but further that there was a part performance of the essential part of the contract, namely, the agreement to manage the property after he had possession of it. If the suit had been one for the return of the Rs. 69,220-7-7, which the 1st Defendant admitted receiving and pleaded that he had made over to the Plaintiff, then no doubt, if the suit were not time-barred, the burden of proof would have rested on the 1st Defendant. If, again, the 1st Defendant had pleaded that the facts he allges constitute, as I find they do, if proved, an estoppel, then too, I think the burden should, in the first instance, have been thrown on the 1st Defendant. But the question of enforceability was brought forward first, and the plea of estoppel kept in the back ground, with the result that the burden of proof was thrown, perhaps wrongly, on the Plaintiff in the first instance. I do not, however, think that any one has suffered on this account. All the evidence which either party has adduced would have had to be adduced, though in a different order, if the issue of estoppel had been taken first; and, as already stated, the evidence is practically the same both as regards estoppel, nonenforceability and limitation.

If the evidence leaves no doubt, that the contract entered into by the 1st Defendant was acted on by him after he says it was adandoned and restoration made by him (1st Defendant) of Rs. 69,220-7-7, which he admits that he received, then the plea that it became unenforceable, as well as the plea that the Plaintiff is estopped, fails. If, on the other hand, the Plaintiff is unable to show that the 1st Defendant did any acts referable to the plaint contract, after December 1875 when 1st Defendant said it was abandoned, then it appears to me that, whatever

Deputy Registrar.

decree may be passed as regards the sum of Rs. 69,220-7-7, no decree for the specific performance of the suit contract can be passed. If the suit were not one for specific performance, then it might come under the provisions of Article 127 (suit by excluded person for share in joint family property) of Schedule 2 of the Limitation Act. The 1st Defendant's Pleader said that what he meant to say by quoting Article 127 was that, failing the suit agreement, the suit was time-barred under that Article. The question of limitation can only arise with reference to the suit as brought. If that suit fails on the merits, it is unnecessary, it seems to me, to determine whether it would have been time-barred if another cause of action had been alleged. I may mention that the Plaintiff's Pleader relied on Section 106, I. E. Act, to show that the burden of proof rested on the 1st Defendant. He stated that the facts as regards the 1st Defendant's management, are facts specially within his (1st Defendant's) knowledge. No doubt many of the facts are so. But there are other such facts which as the Plaintiff's exhibits shew, have become public property, and Section 106 does not relieve the Plaintiff of the burden of proving these facts.

As regards the nature of the burden of proof thus thrown on the Plaintiff, it has to be remembered that it is not so heavy as it would be if the 1st Defendant were an ordinary trustee merely accountable for what the Plaintiff could show had been entrusted to him. In the present case, the award of October 1874, which, I find, binds both parties, shows beyond dispute what the joint property was. The suit agreement was to deal with all the property which the arbitrators allotted to the three brothers now litigating. If the 1st Defendant got any of the Plaintiff's property after this agreement, the presumption seems, in the absence of explanation from him, fairly to arise that he got it in performance of the terms of this agreement; and that he got it all. In other words, evidence with regard to specific parts of the joint estate raises a presumption as regards the whole.

With these preliminary remarks I now propose to examine the evidence upon which it has to be decided.

(1) Whether the Plaintiff is estopped?

(2) Whether his suit is time-barred?

(3) Whether the suit contract has been rendered unenforceable by Plaintiff owing to his default in the matter of granting facilities to 1st Defendant for carrying it out?

Leaving aside for the present the question of the bonds and cash in respect of which the Plaintiff says that his receipt (Exhibit 13) has been forged, I now propose to see how the Plaintiff has, with reference to some of the other property, shown that it must be presumed that the consideration of the plaint contract became executed, or in other words that the 1st Defendant has been managing the suit property. If the 1st Defendant is shown to have dealt with as joint, what

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892 — *continued.*

he says was the Plaintiff's separated property, and if he is shown to have done so, after the date (27—12—75) when he says it was finally understood that the plaint contract was to be a dead letter, then I think the burden of proving that such acts do not show executed consideration or part-performance is shifted on to the 1st Defendant, and that if he fails to discharge the burden, the contract should be held to be enforceable and specific performance decreed. And it does not seem necessary to ask the Plaintiff to deal with more than one or two items, in order to raise the presumption that consideration became executed, and that there was part-performance, not only in respect of taking delivery but also in respect of management by 1st Defendant. According to the pleadings on both sides the 1st Defendant must have accounts of his own property. The only question is whether these accounts deal also with the property of the Plaintiff and 2nd Defendant. If they were not produced, it would appear that under Illustration (G) to Section 114, I. E. Act, the presumption arises that they refer to the shares of all three brothers, and thus support the Plaintiff's case.

The Plaintiff has been able to produce his most important evidence owing to the fact that possession of the greater part of the property had to be obtained through the Collector. Consequently correspondence with regard thereto became public. In this connection the most important evidence is afforded by the Plaintiff's letters (Exhibits K, L and M) to the Collector. These letters from the 1st Defendant are all dated subsequently to the 27th December 1875, when it is stated by the 1st Defendant that it was understood that he was to have nothing to do with his brothers' property. In all three of these letters to the Collector, the 1st Defendant acts as the person in charge of his brothers' land. The letters were put into his hands in the witness box, as Plaintiff's 13th witness, and he failed to reconcile his position, as indicated in them, with what he stated it to be in his written statement and in the rest of his evidence.

Exhibit K is dated the 8th of June 1876. In this the 1st Defendant offers as security, for the rental of the Zamindari, the landed property of himself and his brothers. In explanation of this offer he states in Exhibit K, "We have made joint the property which came to us three brothers, and have executed between ourselves a contract containing certain terms." This the 1st Defendant admitted in his examination was the contract which he now asks the Court to believe was rendered inoperative more than five months before he wrote this letter speaking of it as still operative. All the 1st Defendant could say with regard to this was that it was a mistake. All the 1st Defendant's Pleader could say was that the 1st Defendant might have been in hopes of reviving the contract, and on the strength of such hopes might have spoken of it as actually revived and in force. But according to the 1st Defendant's own evidence he never even suggested any method of adjustment, when the Plaintiff and 2nd Defendant declined to give him the general power of attorney, and he had only to agree to dispense with this general power of attorney to ensure the contract being carried into effect.

No doubt the admission of Exhibit K is not, with reference to Section 31 of I. E. Act, conclusive proof that the plaint contract did not, as 1st Defendant

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.— *continued.*

alleges, cease to be operative in December 1875, but it appears to me that though short of being conclusive, it is almost as strong evidence in favour of the Plaintiff as the nature of the case admits of.

Passing on to Exhibit L, we find the 1st Defendant, on the 3rd of October 1876, asking for topes (Schedule C) and title-deeds of the land belonging to himself and his younger brothers. No doubt the 1st Defendant does not expressly state in this letter, as he does in Exhibit K, that he is acting on the plaint agreement, but in the absence of explanation, it may, I think, fairly be presumed that he was acting on the strength of that agreement Many of the title-deeds, no doubt, covered land in which each of the three brothers, as well as their nephew the Zamindar, held shares, but as shown by the 1st Defendant's Exhibit 10 at least one parcel of land came to the Plaintiff exclusively. When the 1st Defendant asked for the title-deed of this he must have been acting as Plaintiff's trustee or manager. He does not allege any special request made by the Plaintiff to write for him in this particular instance, and without such a special request, the 1st Defendant had according to his own case, no right to ask the Collector for the Plaintiff's title-deeds.

Then comes Exhibit M. This Exhibit, as supplemented by the 1st Defendant's evidence, shows that in April 1878, the 1st Defendant applied for, and afterwards got and kept, the rent due from July 1st, 1875, to June 30th 1877 on the land mentioned Schedule A in Kanapadoravalsa which according to 1st Defendnat's case (Exhibit 10) belonged exclusively to the Plaintiff. Until this letter was put into his hands, the 1st Defendant positively denied that he had control, even as renter, of the Plaintiff's land. On seeing Exhibit M he had to admit that this was not so, and that he held this land under his lease before the partition, and continued by mistake to pay in respect thereof the whole rent to the Collector after the date (October 1874) when the Collector ceased to have a right to collect more than the one-fourth share allotted by the arbitrators to the Collector's ward. It was in respect of what had thus been paid in excess of this one-fourth share for the two fuslis following that in which the award was made, that the 1st Defendant on the 7th April 1878 applied for a refund. He admits in his evidence that he got a refund for Kanapadoravalsa of what exclusively belonged to the Plaintiff, and he is unable to give any reason why he should not be held responsible to the Plaintiff for this sum. He merely says that as he had collected it from the Plaintiff's tenants and paid it to the Collector, he kept it when the Collector refunded it to him. This seems to me to be another admission by the 1st Defendant affording as strong evidence as the nature of the case admits in favour of the suit contract being in operation in 1878.

But these admissions are not confined to the lands. In a letter of the 30th May 1878, (Exhibit N) the 1st Defendant asks the Collector for bonds forming the joint property of himself and his brothers.

If these four letters were the only evidence, as [illegible] Defendant's joint management from 1874 to 1888, which was within the knowledge of Plaintiff, it

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

appears to me that the admissions which they contain would be sufficient to turn the scale in favour of Plaintiff when weighing the conflicting evidence regarding the receipts (Exhibits 12 and 13 of the 27th December 1875) produced to show that the state of things admitted to exist at the date of the four letters, had ceased to exist more that five months before the first of them was written. At any rate in the face of these admissions, it seems to me that the evidence to show that the receipts which in effect contradict them, are genuine cannot safely be believed unless it be of an exceptionally conclusive nature. As however it may be held that these letters of the 1st Defendant are not a sufficient answer to his plea that the suit contract ceased to have effect before these letters were written, and that for some reasons which he fails to explain he chose to act on and quote as operative a contract which he well knew to be inoperative, I propose to notice the further evidence which the Plaintiff has adduced to show that the consideration moving from him was executed, and that the 1st Defendant obtained control, and acted as trustee and manager, of the plaint property. The Plaintiff's Exhibit A, the letter to the arbitrators asking them to give the three shares of the brothers to the 1st Defendant, and B, the suit contract, have already been noticed. Exhibit C with the evidence which relates to it, is relevant with reference to the 1st Defendant's statement (Paragraph 3 of his written statement) that the power of attorney (Exhibit 2) executed by the Plaintiff and the 2nd Defendant to enable the 1st Defendant to get from the Collector their land, bonds and cash, &c., cancelled the suit agreement (Exhibit B). In Exhibit C the 1st Defendant requests the Collector to give him his brother's share of the property on the strength of the suit contract. This the 1st Defendant in his evidence says he took to the Collector, but that the Collector declined to recognize it, unless supported by a special power of attorney in his (1st Defendant's) favour by his two brothers, and authorizing him (1st Defendant) to receive from the Collector the property of his brothers. So far from the special power attorney thus obtained cancelling the suit agreement, I find that it shows execution of consideration of that agreement. Exhibit C shows that though Plaintiff and 2nd Defendant had informed the Collector that they had appointed the 1st Defendant their trustee and manager, the Collector, as stated by the 1st Defendant, declined, on the strength of the plaint contract, to give the 1st Defendant the separate shares of the Plaintiff and 2nd Defendant awarded to them by the arbitrators. To enable him to get these shares (moveables and immoveables) from the Collector, Exhibit H, the power of attorney was executed, after the Court of Wards had (*vide* Exhibit C) in 1875 approved of the terms of the award. The 1st Defendant's pleader failed to explain how, what persumably was intended to facilitate execution of the terms of the suit contract, had the effect which was alleged in the written answer of invalidating that contract.

But though Exhibits C and D, dated 9th and 20th August 1875, show that the 1st Defendant asked the Collector, on the strength of this suit contract, which he specially mentions therein, to hand over to him his brothers' share of the property, and although on the 2nd December 1875, the Collector in Exhibii H on the strength of the power of attorney of the 20th November 1875 wrote to the 1st Defendant saying that he had authorized the Deputy Tahsildar

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

to hand over to him, his brothers' land, &c., yet we find from Exhibits X, X*a*, X*b*, and X*c*, that when the Deputy Tahsildar made delivery in July 1876 and November 1877, he did not think it sufficient to do, as the Collector had done, and as the Collector in Exhibit H intimated that the Deputy Tahsildar might do, namely, to take acquittances from the 1st Defendant for the land and moveables of his brotoers delivered to him, but took separate receipts (Exhibits 10 to 10*c* from each of the brothers This is accounted for by the vernacular order Exhibit W * (2-12-75) sent from the Collector's Offiice to the Deputy Tahsildar, on the same day that the Collector wrote (Exhibit H of 2-12-75) to the 1st Defendant, saying that the Deputy Tahsildar had been directed to make delivery of his brothers' shares to him. The Clerk who drafted the order to the Deputy Tahsildar does not expressly state that the 1st Defendant's receipt would bind his brothers, and so that delivery might be made to him. The power of attorney authorizing such delivery was not sent to the Deputy Tahsildar, but only a copy of the award fixing the share of each brother. The Deputy Tahsildar may not have been aware that the Collector himself accepted Ramabhadra Raju's acquittances (Exhibits F and G) on behalf of his brothers. Consequently the Deputy Tahsildar thought it safer to get separate receipts from each brother, and upon them the 1st Defendant relies to show that they and not he, got possession of the land; thus affording presumptive evidence that the suit contract had fallen through.

The evidence however of 5th and 12th witnesses for the Plaintiff is to the effect that, notwithstanding these receipts, it was the 1st Defendant and not his younger brothers (who sign the receipts) who took delivery of the property to which they relate. This delivery was however only nominal, as the 1st Defendant as renter was already in possession. With the exception of Exhibit J, all the Plaintiff's Exhibits from A to N have now been noticed. Exhibit I is an office copy of a letter from the Collector to the 1st Defendant, dated the 10th February 1876, asking him to collect some arrears of rent due on the land which had fallen to the shares of himself and his two brothers.

Exhibit O was produced to show that the 1st Defendant was withholding the accounts which he had been summoned to produce in order to show whether the property entered therein as under his management was what he alleged, namely, one-third of what the Plaintiff alleged he managed. The 1st Defendant said he had no accounts of expenditure in respect of the property which he managed and that he never kept any. Exhibit O is a deposition given in a suit of 1890 in which he admitted that he had such accounts. He had no explanation to offer in respect of this contradiction, except to say that the statement as to the existence of such accounts, must, like the statement in Exhibit K as to the suit contract being still in force in 1876, have been a mistake.

Exhibit P is the 1st Defendant's written statement in a suit brought by the Kurpam Zamindar in 1882 in which he (1st Defendant) was sued for revenue

* In Exhibit W the year entered looks like 1873, but if so, it is admittedly a clerical error for 1875, or it alludes to the award of 1874.

(quit-rent and land-cess) due by himself and his two brothers in equal shares. Exhibit P is the plaint in that suit. In his written answer the 1st Defendant does not plead that he is not answerable for his brothers' shares, but contents himself with pleading that the suit is not maintainable. His plea was eventually successful, but then the Collector, as he admits, compelled him to pay on behalf of his brothers, and when he sued the Collector for refund, he says, he did so on the ground that he had already paid on behalf of himself and his brothers. This plea failed, and he admits that he never sued his brothers for contribution.

The Plaintiff has been able to obtain the documents hitherto noticed and bearing on the question of the 1st Defendant having acted as manager in possession of Plaintiff's land, chiefly owing to the accident that he (1st Defendant) had to take delivery from, and correspond with, a public officer, who happened to be in charge as guardian before the Plaintiff and Defendants had any separate rights in the land. Under ordinary circumstances such evidence could not be looked for, and the documentary evidence which might be expected in the case of land paying rent and revenue would be documents connected with the payment of this rent and of revenue. The title deeds of ownership, the agreements to cultivate and the receipts for revenue would naturally be with the manager in possession. The leases and receipts for rent could be with the tenants. The 1st Defendant was summoned by the Plaintiff to produce the former.

Exhibits Q to V, are, with the exception of T which is a lease, receipts given to tenants for rent of the lands in Schedule A. The lease is said to bear the 1st Defendant's signature, and the receipts purport to come from his office, but they were not produced in Court by the ryots to whom they were said to have been granted. It was not contended that it was usual in this Zamindari for the land-lords to grant leases to their tenants. They, 6th, 7th and 8th witnesses, say they get no leases. It is apparently only when the usual rent is temporarily foregone by the landlord for special reasons, such as reclaiming waste, that it is usual to grant a lease or special authority (*Dhimat*) like Exhibit T. The document which evidences the relationship of landlord and tenant is in this part of the country called a *Cadapa* and corresponds with the *Muchilika* of Madras Act VIII of 1865, and the "*Kabuliyat*, or other undertaking in writing, not being a counterpart of a lease, to cultivate, occupy or pay or deliver rent for, immoveable property." Section 3 (12) (*b*) Act I of 1879 (Indian Stamp Act).

Under the circumstances it was not to be expected that either the Plaintiff could be expected to get tenants to produce many leases showing that the 1st Defendant leased out the Plaintiff's land, nor could the 1st Defendant be expected to produce leases to show that he dealt with his own one-third share only.

Next come the tenants' receipts for rent. The Q series (3 receipts) purport to have been given to the Plaintiff's 6th witness Joganna in 1887, 1888 and 1889 in respect of land at Merangi in which all three brothers got a share.

Deputy Registrar.

The R series consisting of ten receipts, purports to have been granted to the Plaintiff's 7th witness Musali Naidu. They bear dates from 1881 to 1888. They purport to come from the 1st Defendant's office, and are given in respect of the land in Kanapadoravalsa, which came at the partition of 1874 exclusively to the share of the Plaintiff.

In the S series there are 3 receipts granted to the Plaintiff's 8th witness, Jogadu, dated 1885, 1886 and 1887, and purporting to come from the 1st Defendant's office. They refer to land in a village where all three litigants had shares.

Exhibit T is the lease on favourable terms purporting to have been granted by 1st Defendant to the Plaintiff's 8th witness in 1882 for the land to which the receipts of the S series refer.

Exhibits U and V, are receipts of 1884, and purport to have been granted to Plaintiff's 7th witness from the 1st Defendant's office for land belonging exclusvely to Plaintiff in Kanapadoravalsa. Exhibits U land V are receipts given for the rent of parts of the same land to another tenant who was not examined. The Exhibits Q, R, S and T were produced by the Plaintiff's pleader. Exhibits U and V were produced by the accountant (Kurnam) of the village (Kanapadoravalsa). The tenants, 6th, 7th and 8th witnesses whom the Plaintiff summoned to produce their receipts and the *dhimat*, deny that they ever gave the documents to any one. The evidence of the Plaintiff's 19th witness is to the effect that after the tenants (who now deny having had the documents) came to Vizagapatam after being summoned in this case, he acting as a sort of attorney or law-agent, for the Plaintiff questioned them as to what they could prove, and took them to the Pleader who represented Plaintiff. He. (the Pleader,) heard that these witnesses were going to the 1st Defendant, and on his (Pleader's) instructions, the receipts and *dhimat* were secured by this witness and handed to the Pleader.

As regards the U and V receipts, the village accountant (17th witness) says he secured them from the ryots to whom they had been granted, at the request of the Plaintiff Jogi Raju, after this litigation was threatened. The Plaintiff's Pleader was apparently unaware of this, for the existence of these receipts was elicited in cross-examination The 14th and 17th witnesses for the Plaintiff speak to the genuineness of the receipt and of the *dhimat*, but the 2nd Defendant in his evidence denies his signature to the *dhimat* or lease. When the ryots from whom they were said to have been obtained denied having given them to the Plaintiff's 17th and 19th witnesses, the Plaintiff's Pleader obtained leave to treat them as hostile witnesses. As regards the weight to be attached to these exhibits and the credibility of the witnesses who speak to them, I think, it will be most convenient to speak, after the other evidence which has been produced and suppressed is noticed, and the presumption which it suggests discussed.

The next documents likely to throw light on the question as to who acted as owner of the plaint lands from 1874 to the date of suit (1888), would be the

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

demands (if any) for revenue, and the receipts granted by the revenue authorities. It might also be expected that as the 1st Defendant was admittedly a man of business, who kept a regular establishment to manage land from 1871 to 1888, accounts would be forthcoming showing transaction in regard thereto. The Plaintiff in his summons to the 1st Defendant asked him to produce the agreements taken from the the ryots to pay rent, the accounts referring to demand, collection, and balance of rent, "the receipts taken for payments of taxes," counter-foil books of receipts granted to ryots, and other documents calculated to show whether what the 1st Defendant managed was his own one-third share, as he says, or the three shares as the Plaintiff says.

The 1st Defendant was examined as the Plaintiff's 13th witness. He produced none of the documents. As regards accounts of expenditure he said he never had any, but was contradicted by his own deposition Exhibit O as already mentioned. He had also to contradict himself when shown his letter (Exhibit K) and to admit that what he had previously stated with respect to his not having taken the Inam lands in Schedule A on lease was not true. He said that he granted leases to his ryots and got them to execute lease counterparts for his own one-third share of the plaint property. He summoned no ryot who got such a lease or executed such a counterpart.

As regards the receipts [1] given for revenue (quit-rent) which he was summoned to produce, he said such receipts were given, but he brought none, as he thought the receipts mentioned in his summons referred to receipts for income-tax which is mentioned just before. It is a fact that income-tax is mentioned just before, but the receipts asked for are stated to be receipts for taxes generally which include land-tax, and these were, of course, the receipts which would throw the greatest light on the question of who was managing the Plaintiff's land. Thus from the 1st Defendant's deposition it is clear that he had receipts for land-tax. If they had been for his own one-third share, it may be presumed that he would have produced them, if not on Plaintiff's summons, at any rate as strong evidence in support of his own case. As he does not produce them, it seems that under Section 114 (g) I. E. Act, that they would be unfavourable to him and in fact show that he paid on account of the three shares and managed them. The 1st Defendant in his deposition said that he had brought no accounts of any sort before 1888 (the year in which the suit was brought), and that they had been mislaid. He said he had no leases or agreements to cultivate referring to the time previous to the estrangement between him and the Plaintiff when the Plaintiff went to live at Kurpam in 1881.

(1). The Madras Revenue Recovery Act (Act I of 1864) provides (Section 36) that "Every person paying a payment of revenue shall be entitled to a receipt for the same signed by the Collector or other officer empowered by the Collector in that behalf; such receipt shall state the name of the person making the payment and the subject-matter in respect of which it is paid, and in case of land revenue, shall describe the land on which the assessment is due, and the names of the persons entered in respect thereof in the settlement account."

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

This deposition will account for Plaintiff's failure to produce agreements to cultivate executed by the ryots, or the receipts granted by the Revenue Authorities for land revenue paid on the suit lands.

The other Exhibits which Plaintiff has produced as evidence of the 1st Defendant's management are Exhibits X, X 1-7, Y and Z.

Exhibit X is immaterial.

Exhibits X 1-7 are lists giving boundaries of the lands allotted to the three brothers and attached to the receipts, Exhibits 10 and 10*a* granted by them to the Deputy Tahsildar on the 10th July 1876. They bear the admittedly genuine signatures of the Plaintiff, and are produced to contradict 1st Defendant's statement that he knew nothing of the delivery of the land to his brothers.

Exhibit Y contains specimens of the impressions of the seal of 1st Defendant for comparison with those on the *dhimat*, Exhibit T, which he says is not genuine.

Exhibit Z is the security bond of November 1876 on which the 1st Defendant pledged the land of his two brothers including that in Schedule A. This bears the initials of the 1st Defendant for comparison with those in the lease, Exhibit T, and also an admittedly genuine signature of Aripi Venkatasattayya whose signature appears as an attesting witness in Exhibits 12 and 13, which are said to be forgeries.

It will be seen that the Plaintiff attempted to get, but did not succeed in getting, documentary evidence which might be expected to be in the hands of the 1st Defendant. The 1st Defendant had, he said, no accounts and no agreements to cultivate, and did not choose to bring receipts for land revenue. Before dealing with the oral evidence which the Plaintiff produced, it may be mentior here that, in respect of its production too, the Plaintiff seem (*sic*) to have f d some difficulty. The Plaintiff succeeded eventually in procuring the a ndance of the Defendants as his witnesses, but when they were first sum oned in 1891, it was found that they had left the District, and proclamations had to issue. It was important for the Plaintiff to have the evidence of the persons who have signed the receipts for rent produced as Plaintiff's Exhibits Q to V, and which purport to come from the 1st Defendant's office though some of them (Exhibits R, W and V) refer to a village where the land belonged exclusively to the Plaintiff. The evidence of these witnesses he has been unable to obtain. One of them Balaramiah who has signed one of the twelve receipts was served, but died during the trial. His brother Somanna who, as a subordinate of the 1st Defendant, has signed eleven receipts for the Plaintiff's rent, could not be served though three summonses were sent by the Plaintiff. The return on each occasion was that he was absent. On the two last occasions it was stated that he had gone on a pilgrimage. The Plaintiff's 12th witness says that he saw him in his village when one of the summonses was taken for service and that he went inside his house on seeing the process server. I do not propose to deal in minute detail with the oral evidence produced by Plaintiff.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

The Plaintiff examined twenty-five witnesses; and their Pleader considered that the evidence of 11 of the witnesses was important and supported his case. These eleven witnesses included the two Defendants (3rd and 13th witnesses for Plaintiff, also examined as 2nd and 4th witnesses for themselves). The other nine witnesses on whom the Plaintiff relied were the 5th, 12th, 14th, 15th, 17th, 19th, 20th, 21st and 22nd. The 1st, 2nd and 4th witnesses knew nothing. The 6th to 10th witnesses were tenants summoned to prove that it was the 1st Defendant not Plaintiff who managed the land. They were treated as hostile witnesses by the Plaintiff's pleader and the 6th, 7th and 8th denied having given to the Plaintiff's agent the receipts for rent and the leases (Exhibits Q to T) already mentioned.

None of them say that the Plaintiff ever collected rent from them. They say that it was collected by Gadagam Balaramiah who, as already stated, was summoned by Plaintiff, but died during the trial. The 11th witness for the Plaintiff is a Curnam of one of the villages where some of the plaint land is situated. His evidence does not throw any light on the case.

The 16th witness is the writer of the suit agreement. He said that each brother managed his own share, and he was said by the Plaintiff's pleader to have been won over by the 1st Defendant. The 18th witness had been employed by the 1st Defendant to write demands for rent when tenants had to be proceeded against under the Act for the summary realization of arrears (Madras Act VIII, of 1865). He denies his signatures on demands shown him. He said he knew the 1st Defendant's signature, but was unable to say whether a signature shown him was or was not that of the 1st Defendant. The remaining three witnesses, who are not relied on were produced to prove that a sum of Rupees 10,000 realized by the Plaintiff in respect of one of the bonds for which he now seeks to make the 1st Defendant responsible had been handed over on Plaintiff's instructions to 1st Defendant. I think the Plaintiff's pleader was right in not relying on this evidence.

The 2nd Defendant as Plaintiff's 3rd witness when asked any question with a view to testing the veracity of his statement, to the effect that he managed his own share of the property, almost invariably said either that he did not remember, or that the clerk employed by him should be asked, as he (2nd Defendant) knew nothing. This clerk was Balaramiah who signed the rent receipts already mentioned, as 1st Defendant's subordinate. The Plaintiff, as already stated, was unable to procure, the attendance of this clerk as he died during the trial. The evidence of the 1st Defendant for the Plaintiff so far as it relates to explanation of his admissions of joint management in Exhibits K, L, M and N, and so far as it relates to other points noticed in the Plaintiff's documentary evidence, has already been noticed. Neither of the Defendants says that the Plaintiff Jogi Raju ever took any personal action in collecting rents and dealing with the land. Their case is that the men whose attendance Plaintiff cannot secure and who granted receipts for Plaintiff's rent and signed as the 1st Defendant's subordinates, were in reality acting for the Plaintiff and 2nd Defendant as well as for the 1st Defendant. Then come the 5th, 12th, 15th, 17th, 20th and 22nd witnesses for Plaintiff. They are men who had special opportunities for observation, being employed under the Court of Wards (5th, 15th and 20th) on the estate, as village servants, (17th) as servant of the Plaintiff and his family (12th witness) and by the Collector to collect arrears of revenue due on the plaint land (22nd witness).

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

It may be stated generally that these witnesses gave evidence in a way which impressed me favourably. The general effect of the evidence is to confirm the conclusion towards which the documentary evidence points. They state that though each brother gave separate receipts for land, to the Deputy Tahsildar and was consequently treated by him as separately responsible for his share of revenue on such land, it was the 1st Defendant who alone took possession of the land, managed it through his gumastahs, collected the rent from the tenants and paid the revenue and taxes to Government, that he did this through his subordinates and that the Plaintiff and 2nd Defendant took no part in the management, and had no employés to work for them.

Such is the evidence documentary and oral which the Plaintiff has been able to adduce, to show that his part of the suit contract was carried out, and the 1st Defendant got possession of and managed the property, which in the suit contract it was agreed that he should get possession of and manage. It has to be remembered that the 1st Plaintiff is now represented by two minors for whom their mother is acting as guardian *ad litem*. It must also be remembered that the 1st Defendant was recognized by the Collector as a man of business who was capable of managing the lease of a large estate with a rental of half a lac of rupees. He admits that he had eight subordinates engaged in connection with the management of land. He says he has no accounts, and that he made a mistake when in a deposition in 1890 (after the suit was filed) he stated that he had accounts. He says he has no agreements such as tenants usually execute. Receipts from tenants he says he has, but though, if his case is true, such receipts would be most important evidence, he fails to produce them, and as regards the Plaintiff's summons to produce them, he says he did not understand that they were wanted. He has to admit that he applied and got some of the rent due on the Plaintiff's land in 1878, and never made it over to the Plaintiff. Receipts for such rents are produced and they purport to have been given by his subordinates from his office. Their genuineness is spoken to. Neither the Plaintiff nor the fellow-servants of the man who gave the receipts attempt to say that they are not genuine. The subordinate who wrote them is apparently kept out of the way though summoned three times. Under the circumstances I think that the receipts for rent and the leases (Exhibits Q to V) are genuine and that their non-production by the tenants is satisfactorily accounted for by the 17th and 19th witnesses for the Plaintiff. The plaint contract which 1st Defendant says was abandoned in December 1875 is spoken of by him as in force in the following June, and with regard to his he merely says it was a mistake. I think that under the circumstances the burden has been clearly shifted on to the 1st Defendant to prove the facts bearing on the alleged invali-

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

dation and abandonment of the suit contract and which are (Section 106, I. E. Act) especially within the 1st Defendant's knowledge. The Plaintiff has, I think, proved such facts as are public property. Such are, according to the Plaintiff's case, the only facts which he can be expected to be able to prove. It thus becomes necessary to see how the 1st Defendant has succeeded in discharging the burden of proof. As already indicated, he does not produce what appears to me to be the best evidence.

This would be the records of his management of his own one-third share, which alone, he says, was managed by him. It might be expected that he would have agreements from the tenants to cultivate and the receipts from Government for revenue, and the accounts which his subordinates kept of receipts and disbursements. The conclusion to be drawn from failure to account for non-production of the records has already been indicated. It has now to be seen what evidence is tendered in substitution for this evidence. The Plaintiff's receipt (Exhibit 13) for cash and bonds made over to him need not be considered until the evidence as to management of land has been dealt with.

After this has been noticed, the evidence as regards the Plaintiff having dealt with moveables will be reviewed. The Defendants' Exhibits are numbered from 1 to 13. They examined four witnesses besides themselves. The oral evidence does not refer to the management of the land The 1st and 3rd witnesses for the Defendants merely produce documents. The 2nd and 4th witnesses were the Defendants themselves. The 5th and 6th are the writer and an attesting witness of the receipt said to be forged. The exhibits which refer to the management of land are Exhibits 5 to 10. They do not seem to me to prove anything in favour of the Defendants. Exhibit 10 shows, as already indicated, that the Deputy Tahsildar took a separate receipt for lands from the Plaintiff, but this has been explained already with reference to Exhibits H and W. This occurred owing to the vernacular order sent to him by the Collector not authorizing the Deputy Tahsildar to act on the power of attorney (Exhibit 2) as the Collector himself had done.

Exhibits 5 to 9 are the natural result of taking separate receipts. The Deputy Tahsildar had recognized each brother as a separate owner. Consequently when written demands (Exhibits 5 to 9) under the Revenue Recovery Act (II of 1864) had to be issued, they were issued nominally against each brother. Those issued against the Plaintiff have come into the 1st Defendant's power, under circumstances which seem to indicate that his local influence had some weight with the subordinates of the Revenue Department. They were original demands issued under Section 8, Madras Act II of 1864. These demands ought to remain, as Section 8 itself shows, with the Revenue subordinates, and it is only when the arrear is not paid on production of the demand that a copy is given to the defaulter, with a list of property attached. From the demands produced it appears that the arrears were paid when demanded, and consequently no copy should have left the hands of the subordinate sent to collect the money. The endorsement of payment does not say who paid the money,

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

and so there is nothing to contradict the evidence for the Plaintiff that it was the 1st Defendant, who foreseeing litigation when his brother left him in 1881, got the demands issued, and then irregularly secured them.

They were dated from 1882 to 1888. They were produced by a man who calls himself the servant of the Defendants' cousin, the wife of the Plaintiff whom he (Plaintiff) deserted on his second marriage in 1881. It was said that the Plaintiff left some papers with his first wife when he left her with the Defendants in 1881, but this fails to account for her having papers like the demands now in question which came into existence after the Plaintiff had finally left her.

There is one other paper (Exhibit I) produced to show that Jogi Raju was treated as the owner of a house for which he gave a separate receipt to the Deputy Tahsildar.

This is an agreement to pay eight annas a year rent and was executed in March 1876 by a Vakil of the Deputy Tahsildar's Court.

The man who gives this agreement (Plaintiff's 22nd witness) said he did so at 1st Defendant's request, and that 1st Defendant gave him money to repair the house. The house was not delivered to Jogi Raju until July 1876, and it is not clear how his name was in Exhibit I entered as owner in March 1876 unless as in the cases of the demands for revenue, the 1st Defendant had some object in getting this done. However this may be, no attempt is made to show that the Plaintiff knew anything about this document.

Exhibits 3 and 4 refer to moveables.

Exhibits 3 and 3*a* are copies of decrees for small sums. They were passed in 1873 against the minor Zamindar (nephew of the litigants). There is an entry in them to the effect that execution terminated in 1876, and an entry, stamped with what are said to be a Munsiff's initials, to the effect that they were transferred to Jogi Raju in 1876. These entries were not signed or sealed. I do not see how on strength of a stamp (not official) with two letters on it they can be recognized as originals or certified copies (Section 76, I. E. Act). The 1st Defendant's pleader said with reference to the endorsement of transfer, two years after execution, was said to have terminated, that the entry as regards termination of execution might mean merely that the execution, on some particular application had terminated, though the decrees were unsatisfied. I am unable to attach any weight to the documents. I do not find them proved. If proved, I do not find that they would help the 1st Defendant who is unable to show what object there could be in having them transferred to Plaintiff after execution proceedings had terminated.

Then come Exhibits 4 to 4*e*. For the following reasons I do not think that they help the 1st Defendant.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

Exhibits 4 and 4*a* show that two suits brought against the Plaintiff Jogi Raju were compromised on the 10th December 1875 and Exhibits II*b* to IV*e* show that four appeals were withdrawn on behalf of Jogi Razu on the 11th December 1875. These six suits were in the District Court. The exhibits show that persons sought in 6 Original Suits to make the Plaintiff Jogi Raju personally liable; and they raise the presumption that their claims were satisfied by or on behalf of Jogi Raju.

They do not show that it was Jogi Raju who found the money to meet the claim. One of the pleaders who appeared in this case for the 1st Defendant Ramabhadra Raju when he heard it stated for the Plaintiff Jogi Raju, that it was Ramabhadra Raju who supplied the funds to meet the claims, did not deny this.

He merely relied on the presumption that it was the person whose name appeared on the record, who in reality conducted the cases and paid what was due.

The evidence for the Plaintiff is that it was Ramabhadra Raju (1st Defendant) who conducted the cases, brought against Jogi Raju (Plaintiff). The evidence of Exhibit G shows that Ramabhadra Raju was at Vizagapatam where the District Court is, on the 30th November. Exhibits 12 and 13, if genuine, show that he was back at Merangi on the 27th December. On the 27th and 30th November he got, as shown by Exhibits F and G, money and bonds on behalf of Jogi Raju; and for the Plaintiff Jogi Raju, it is alleged that anything which may have been paid in respect of the 6 suits compromised or withdrawn on the 10th and 11th December 1875 was paid by Ramabhadra Raju with the money he had just received from the Collector on account of Jogi Raju.

It may be presumed that Jogi Raju did not go to Vizagapatam when the Collector paid his money, or there would have been no occasion to execute the power of attorney (Exhibit II) on the 20th November 1875. The Plaintiff says that if Jogi Raju's receipt (Exhibit 13) for money received from the Collector by Ramabhadra Raju and paid to Jogi Raju were genuine, Ramabhadra Raju would have debited Jogi Raju with what he paid in respect of the 6 suits mentioned in Exhibits 3 to 4*e*.

The fact that these documents are produced for Ramabhadra Raju, and in reality I find from his custody, would seem to support the Plaintiff's argument. I do not think it likely that Jogi Raju would, as 1st Defendant alleges, have left such documents with the Defendant's cousin Narsayyamma, his 1st wife whom he deserted. It has already been shown that other documents of her husband are alleged to have been produced by this lady, although they are shown to have come into existence after her husband had finally abandoned her. This disposes of all the Defendants' exhibits except the receipts of the 27th December 1875 (Exhibits 12 and 13) alleged to be forgeries.

So far it seems to me that the Defendants have failed to offer any evidence worthy of the name, to rebut the strong *primâ facie* evidence of executed consi-

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

deration for the suit contract, or in other words of management of the Plaintiff's property by the 1st Defendant as trustee.

There remains the evidence afforded by the 1st Defendant's Exhibits 12 and 13, two receipts bearing or purporting to bear the signatures of the 2nd Defendant and the Plaintiff respectively and dated the 27th December 1875. These receipts purport to show that on that date the 1st Defendant gave to the 2nd Defendant and to Plaintiff all the cash and bonds which Exhibits F and G show that he, at the end of the preceding month, got on their account from the Collector. Exhibit 13 purports to show that the sum which the Plaintiff thus received represented Rs. 69,220-7-7, and this, of course, constitutes the bulk of the moveables for which the Plaintiff in this suit seeks to make the 1st Defendant responsible. The evidence as to the circumstances which led to these receipts coming into existence is given by the 2nd Defendant (as 2nd witness for Defendants) in the following words :—

"Before giving us the property (that mentioned in the receipts) Rambha-
"dra Raju said,

"The *Samakhya* (suit contract) we have executed is invalid, and therefore
"another agreement must be written. The *Samakhya* is not one in respect of
"which business can be done. There must be a general power of attorney.
"He said this to me and Jogi Raju. We refused to execute any fresh docu-
"ment, because our shares were unequal * * *. Two or three days after we
"each took our property."

It appears to me that this amounts to an allegation of a verbal agreement to rescind, followed by execution or part-performance of such agreement, by the return of the property received by the 1st Defendant on the strength of the rescinded agreement. These receipts seem to me to be admissible only as showing against the Plaintiff's estoppel by conduct under Section 115, I. E. Act.

If it is found that the Plaintiff got the 1st Defendant to give him property representing Rs. 69,220-7-7 and mentioned in Exhibit 13, he (Plaintiff) did so by causing the 1st Defendant to believe that the suit contract was rescinded and he cannot now be allowed to deny such rescission.

In taking this view of the effect of Sections 92 and 115 of the I. E. Act, I rely on the cases of *Baksu Lakshuman v. Govinda Kanji*(1) and *Hem Chundar Soor v. Kally Churn Das*(2) in which the doctrine of part-performance is dealt with.

To prove that Exhibit 13 is genuine the 1st Defendant cited the writer as his 6th witness and an attesting witness as his 5th witness. The Plaintiff examined his 12th and 23rd witnesses to show that Jogi Raju's signature was a

(1) I. L. R. 4 Bombay 594.
(2) I. L. R. 9 Calcutta 523.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

forgery, and with reference to Section 73 of the I. E. Act, he relied on a comparison with some of the admittedly genuine signatures of Jogi Raju in Exhibits A, B and C.

After noticing the direct evidence which the witnesses give as to Exhibits 12 and 13, the circumstantial evidence afforded by admitted facts connected with the preparation of the receipts will be dealt with.

The 5th witness says he was a clerk drawing Rs. 10 under the 1st Defendant, that he attested the receipt, Exhibit 13, and saw the property mentioned therein handed to the Plaintiff. He says he cannot remember that he ever attested another document for the 1st Defendant, and that he has no writing to show that he worked for the 1st Defendant at this time.

The other man who attested the receipt died, he says, 12 years ago. He gives minute details of the position in which the people sat, and what they sat on when the receipt was written. He accounts for the receipt not being signed by officials of higher position than himself, by saying they were absent on duty, and he says that other officials present were not asked to attest. He said that both receipts (Exhibits 12 and 13) were written before either of them was signed by the payees.

The 6th witness is the writer of the receipts. He was, he says, head of the peons and acted as *munshi* drawing Rs. 10. He says he gave up a post of Rs. 20 in the Police to take up the post of Rs. 10. He gave the same details as to the position of the people when the money was paid. He is a tenant, he says, of the 1st Defendant. He contradicts the 1st Defendant by saying that the bonds were not read out, to ascertain to whose share they had fallen. Both these witnesses contradict the 1st Defendant in saying that both receipts were written before either of them was signed. The 1st Defendant says that the writer did not begin to write the second receipt until after the 1st receipt was signed. There are other discrepancies, but it does not appear to me that it is necessary to notice them in detail.

The Plaintiff's witnesses who say Jogi Raju's signature has been forged on Exhibit 13 are the 12th and 13th witnesses.

The 12th witness was an old servant of Jogi Raju and says that he has known his handwriting from the time when he first began to write. He gives a number of reasons for considering the signature in Exhibit 13 a forgery. The letters are smaller than Jogi Raju's letters, the title of Raja, used in this signature in Exhibit 13 was not, he says, assumed until a year after the date of this receipt. He points out misspelling and says that it seems to be the studied attempt of a practised scribe to imitate Jogi Razu's signature.

The 23rd witness is a relative of Jogi Raju's second wife. He was given by the 1st Defendant's pleader five specimens of Jogi Raju's signature. All but the signature were covered. The genuine signatures were on Exhibits 10,

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

10*a*, 10*b* and 10*c*. The signature on the receipt, Exhibit 13, was placed in the middle. The witness stated that the four signatures on the 10 series of Exhibits were genuine, and that on Exhibit 13 a forgery. Comparing the signatures on Exhibits 10, 10 (*a*), 10 (*b*) and 10 (*c*) which are admittedly genuine with those on the receipt, Exhibit 13, it will be seen that the word 'Rajah' does not appear in the genuine signature of 1876. The genuine signatures transliterated are as follows:—

On Exhibit A, 7—10—74.

Kha Sri Setrucherla Jogi Raju Bahadaru Garu Vralu.

On Exhibit B, 6—10—74.

Kha Sri Setrucherla Jogi Raju Bahadaru Garu Vralu.

On Exhibits X (1) to X7, not dated.

Kha Sri Setrucherla Jogi Raju Bahadaru Garu.

On Exhibit X, 10—7—76.

Kha Sri Setrucherla Jogi Raju Bahadaru Garu.

On boundary lists in Exhibit X,

1. Kha Sri Setrucherla Jogi Raju Bahadaru Garu.
2. Kha Sri Setrucherla Jogi Raju Bahadaru Garu.
3 to 9. Kha Sri Setrucherla Jogi Raju Bahadaru Garu.
10. Kha Sri Setrucherla Jogi Raju Bahadaru Garu.

On Exhibit X*a*, 1—11—77.

Kha Sri Rajah Setrucherla Jogi Raju Bahadaru Garu.

On Exhibit X*b*, 10—7—76.

Kha Sri Setrucherla Jogi Raju Bahadaru Garu.

On Exhibit X*c*, 10—7—76.

Kha Sri Setrucherla Jogi Raju Bahadaru Garu.

That on the receipt, Exhibit 13, is as follows:—

Kha Sri Rajah Setrucherla Jogi Raju Bahadaru Garu Vralu.

With reference to Section 73 of the I. E. Act, it appears to me that, there is reason in what the Plaintiff's witnesses say, and that it would be unsafe, in the absence of strong circumstantial evidence, to accept Exhibit 13 as genuine. The circumstantial evidence now to be considered, refers to the motive which is said to have led to the execution of the receipt, and the circumstances attending its preparation. It seems to me that no satisfactory motive for getting the money back from the 1st Defendant is alleged, and that, granting there was some

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892 — *continued.*

motive, the circumstances said to have attended the writing of the receipt are improbable.

It is clear that the return of the money in December 1875 evidences a complete change of mind between that date and August 1875 when the 1st Defendant wrote Exhibit C to the Collector asking him for the money on the strength of the agreement. It further appears from the 1st Defendant's own evidence that it was not until after 1st Defendant's return from Vizagapatam in December 1875 that any change of purpose was indicated. The 2nd Defendant says it was only two days before the date of the receipts that any intention to return the property mentioned therein was alluded to. What then is the reason alleged for this sudden change of mind? The 1st Defendant attempts to explain it by saying that in December the Plaintiff and 2nd Defendant objected to the plaint contract on the ground that the shares of the brothers were unequal. By this is meant that the share of cash awarded to 1st Defendant and paid to him as his own share, by the Collector, was less than the shares of the others. The share of each brother was, of course, the same, but the 1st and 2nd Defendants were held to be already in possession of large sums of money for which they had failed to account, and which the Collector had not succeeded in getting them to surrender when he took charge as Agent to the Court of Wards in 1870 or 1871. If in December 1875 there had been any fresh discovery on this point, or if the shares actually paid by the Collector had been more unequal than those settled in the award, (in view of which the re-union agreement was no doubt made), then there might have been some ground for the Plaintiff and 1st Defendant changing their minds. But as the figures below(1) show the shares, as ascertained by them in December 1875, were less unequal than those fixed by the award. These figures are taken from the award itself and the receipts.

It thus appears that the alleged motive for giving up the plaint agreement in December 1875 existed with greater force in October 1874 when that agreement was made. If the information obtained in December 1875 had any effect, it would, according to 1st Defendant's case, be more likely to strengthen than to weaken the resolution of October 1874, which had admittedly been adhered to up to December 1875.

Then as regards the circumstances under which the receipt of December 27 (Exhibit 13) was written. The chief point for notice in this connection is the absence of those formalities adopted with a view to security against a charge of forgery such as the Plaintiff now makes.

The 1st Defendant was well aware of the importance of observing the formalities as is shown by his recital of them in respect of the plaint contract in his letter, Exhibit C, to the Collector. He says, "I and myyounger brother executed a document on stamp paper and got it registered."

(1)

		By award.		Paid by Collector.
Share of 1st	Defendant	Rs. 228-10-3	Rs.	5,082-3-11
Do. 2nd	do.	„ 13, 184-13-7	„	11,626-12-0
Do.	Plaintiff	„ 39,684-13-8	„	38,624-2-5

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892. — *continued.*

A reference to this document (Exhibit B) will show that it was attested by four witnesses, the 1st Defendant's Manager or Dewan, Achunta Ganga Raju, an independent landholder Achunta Ramayya, and two of the 1st Defendant's clerks. It is written by one of his clerks. On looking at the receipt which is relied on in effect cancelling a document fortified by these formalities and precautions, we find that is written on plain paper, that it is not registered, and that it is witnessed by two persons only. Of these the only survivor says he was drawing Rs. 10 a month, and cannot say that he ever attested any other document. The other attesting witness had been dead for 12 years. The writer who speaks to the genuineness of this receipt says he is a head peon and munshi, who gave up a post of Rs. 20 in the Police to take up a post of Rs. 10 under the 1st Defendant. The 1st Defendant is a man of business, who as shown by the evidence successfully brought suits against the Collector. He had the best legal advice available. If this receipt was written when it is stated to have been written, it seems to me that the 1st Defendant would not have acted without legal advice, and that this advice would have been to secure in respect of it the same evidence of its genuineness which had been secured in the case of the plaint contract, which it is said in effect to have superseded. Thus without going beyond direct evidence regarding this receipt, and the circumstances alleged in explanation of its origin, and in connection with its execution, I find I should not be justified in holding that it has been proved to be genuine. When, however, the presumptive evidence afforded by 1st Defendant's admission in Exhibit K and in his evidence with regard to Exhibit L and the other evidence of the Plaintiff are considered in connection with the suppression of the best evidence by the 1st Defendant, I have no hesitation in holding that Exhibit 13 is a forgery and that the suit contract was not superseded in 1875, but was, as the 1st Defendant himself states in Exhibit K and in his evidence supplementing Exhibit M, acted on up to 1878 by the 1st Defendant who admits that he took the income derivable from property which he now says he had no right to take. The result is that I find that Exhibit 13 does not estop the Plaintiff from setting up the suit agreement. On the contrary, I find that the 1st Defendant is estopped from saying that the suit agreement is not enforceable. He got, as I find, and retained the sum of Rs. 38,624-2-5 mentioned in Exhibit F and bonds representing Rs. 30,956-5-2 shown in Exhibit G. Both belonged to the Plaintiff. It was only on the strength of the 1st Defendant continuing to act on the suit contract that he got the Plaintiff to place him in possession of this property.

If he had not represented that the plaint contract was in force and enforceable by the Plaintiff, the Plaintiff would not have allowed him to take this property. If he ever put forward any objection on the score of failure to give a general power of attorney, he must have waived it. I think that with reference to Section 115, I. E. Act, the 1st Defendant cannot be allowed to deny that the suit contract was enforceable. What he says is that the Plaintiff having failed to give him reasonable facilities for managing his property, in the shape of a general power of attorney, he (1st Defendant) thereby became under Section 67 of the Contract Act, excused for failure to manage. If it had not

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

been shown that the 1st Defendant got and retained the Plaintiff's property, then his plea might, with reference to proviso 1 to Section 92, I. E. Act, have had to be considered. The 1st Defendant apparently saw that the plea with reference to failure to grant facilities for management would be ineffectual in the face of the fact that he continued to hold property representing Rs. 69,220-7-7 received from the Collector and belonging to the Plaintiff, though he now says he was prevented by the Plaintiff from managing it after he received it. This plea, if *bonâ-fide*, would have been followed by return of the property. But I find that it was not returned and that the plea of refusal of facilities is an after-thought, and a thing which the 1st Defendant's conduct in retaining the property estops him from alleging. Moreover, even if the alleged refusal to grant a general power of attorney were true, I do not think it would justify refusal to manage. In the absence of a general power of attorney Defendant would merely have to get his brother's signature instead of signing himself. They lived together up to 1881, and then were only a mile or two apart, and this would cause no trouble. I am satisfied too from the conduct of the brothers, that if they had been asked to grant a general power of attorney they would have granted it. I find they were never asked to grant it, and never refused. Under the circumstances the finding under the 1st issue is that the plaintiff is not estopped, that under the 2nd issue is that the suit being one for specific performance of a contract is governed by Article 113 of the 2nd Schedule of the Limitation Act and having been brought within three years from the date (October 1886) fixed for performance is not time-barred. I find that neither Article 48 nor 127 applies to this case. Under the 3rd issue I find that the suit contract is enforceable.

5. *Reason for decision on the 4th issue.*

The third issue has now to be considered It is "To what relief is Plaintiff entitled in a decree for specific performance of the suit contract?" I think the 1st Defendant is liable to answer to the Plaintiff not only as the manager of a Hindu family, but further as a trustee. He is, I find, accountable not only on the footing of what is spent and what remains, but upon the footing of what expenditure might have been confined to if frugality and skill had been employed[1].

I find the case is one of those contemplated by Mr. Justice Phear in his remarks given below and taken from the case of *Chuckun Lall Singh* v. *Poran Chunder Singh*[2].

"Of course, it may, as a matter of fact, be the case in a given family that "the *Karta* is the agent of, or stands in an accountable or fiduciary relation to, "one or more of the members. It would be easy to imagine a state of things "under which he had become the trustee of the property relative to his adult "co-parceners, or in which by reason of his fraud or other behaviour they or one "of them had acquired an equity to call upon him for an account".

I think a consideration of the terms of the suit contract will show that in the present case, the 1st Defendant was constituted a trustee for 12 years and

(1) Mayne's Hindu Law, 4th Edition, Section 269, p. 292.
(2) 9 W. R. 483 at p. 484.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

for as long afterwards as he chose to retain the property. I base this opinion on the covenants contained in the 2nd and 3rd clauses of the contract. Under the 2nd clause he is constituted sole manager, who alone was to take charge of the property, and in the 3rd clause, his two brothers precluded themselves for 12 years from claiming against him, the ordinary remedy—namely, partition—in case of mismanagement. At the end of the 12 years it is stipulated that the brothers should effect a division after adjusting the profit and loss accrued up to date of division. Now if this had been a simple agreement to re-unite as a Hindu family, and if the covenants just quoted had been absent, it appears to me that this suit would have to be decided on the same footing as an ordinary partition suit, namely, on the footing of what has been spent, and what remains. If the Plaintiff wanted more, the answer to him would have been that, if dissatisfied with 1st Defendant's management "the remedy of the others is to come to a partition (1)". But the plaintiff gave up this right, and in return for giving it, he, I apprehend, acquired the compensating right to require the 1st Defendant during the 12 years, to manage with skill and prudence. The 1st Defendant was given greater power in management than an ordinary manager has, and he incurred, I take it, a correspondingly increased liability. He was placed in sole possession for 12 years. He was not the mouth-piece of a Board responsible to itself, but was, I think, in the position of sole managing director responsible to those who employed him.

The Plaintiff disqualified himself from taking any part in the management, and I think by doing so he thereby acquired the same right as other disqualified co-parceners (*e. g.*—minor)—have, and the 1st Defendant was, "under the circumstances of the case, in the position of a trustee of the joint property to the extent to which he (Plaintiff) was entitled to share in it (2)".

If this view be correct, the 1st Defendant was a trustee within the meaning of Section 3 of the Specific Relief Act, and a *quasi* trustee within the meaning of Sections 90 and 94 of the Trust Act.

Though neither of these Acts was in force at the date of the suit contract, they are, I apprehend, to a great extent merely declaratory of universally applicable principles, which were in force before they became part of the Statute Law. The Plaintiff seeks specific performance of a contract, and I think Section 12 (*a*) of the Specific Relief Act provides for the case as "the act agreed to be done, is in the performance wholly or in part of a trust."

Section 95 of the Trust Act provides that a *quasi* trustee must, as far as may be, perform the same duties, and is subject, as far as may be, to the same liabilities and disabilities as if he were a trustee of the property for the person for whose benefit he holds it. In the present case he is not a trustee under the definition given in the Trust Act, Section 3, because that definition requires the author of the trust and the beneficiary to be different persons. If the finding that the 1st Defendant is accountable as the trustee of the Plaintiff is right, it follows that under Section III, I. E. Act, the burden of proving the good faith of his acts of management rests on him.

(1) Mayne's Hindu Law, Section 267, p. 292, 4th Edition.
(2) Chuckun v. Poran, 9 W. R. 483 at p. 484.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

In deciding the question (4th issue) as to the relief which the Plaintiff is entitled to under the terms of the contract, the position then seems to be this. The contract is an instrument under which the 1st Defendant undertook to do certain acts in the performance of the trust; and as such the specific performance of the contract can be decreed under Section 12 (*a*) of the Specific Relief Act.

The *quasi* beneficiary under this instrument of trust being in fact the owner, he (Plaintiff) has the ordinary rights of an owner, and has not to rely on those conferred on a beneficiary by Chapter VI of the Trust Act. But the 1st Defendant is, on the other hand, required (Section 95 read with Sections 90 and 94 of the Trust Act) to perform the duties of, and to be subject to, the liabilities of a trustee, as these duties and liabilities are defined in Chapter III of that Act. The chief of these liabilities and duties which arise in the present case are those defined in Sections 12, 15 and 19 of the Act. He had to obtain a transfer of the trust property (Section 12), take due care of it, and deal with it as a man of ordinary prudence would deal with the property if it were his own (Section 15) and keep clear and accurate accounts (Section 19). The accounts afford the trustee the means of discharging the burden of proving good faith which Section 111 of the I. E. Act throws upon him, and their non-production raises the presumption (Section 114 G), that they would, if produced, be unfavourable to him. This is the view of the relative positions of the Plaintiff and 1st Defendant, which, it seems to me, should be adopted in deciding the relief to which the Plaintiff is entitled under the terms of the suit contract.

As the 1st Defendant denied the existence of any trust, he considered it would have been inconsistent on his part to question the extent of his liability as indicated in the plaint. It seemed therefore right to give him an opportunity, after the existence of the trust had been, in my opinion, proved, of stating what he considered the liability of a person would be who was found to be a trustee under the suit contract. With reference to his pleader's views on this aspect of the case, the subjoined tabular statement was prepared. It shows that following as far as they seem applicable the principles enunciated in the Trust Act, the Plaintiff is entitled to a decree for property representing Rs. 1,52,079-12-5, of which a sum of Rs. 16,622-4-8 represents immoveables and the rest (Rs. 1,35,457-7-9) moveables.

Specific performance of the suit contract seems to warrant relief to this extent.

As the suit is one for account, the exact amount of the decree to which the Plaintiff considered himself entitled could not be given in the plaint. But it will appear from column 8 of the statement, that in respect of 16 items to be dealt with, the Plaintiff asked for a decree for the land actually decreed, representing Rs. 16,622-4-8 and for an account for various sums representing Rs. 1,99,659-9-0 besides an account for the profits, not stated by the Plaintiff, of various other sums. The statement is to a considerable extent self explanatory when read with what is entered in column 15, under the heading "Remarks."

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

I now prosope to supplement this statement by taking the 16 items seriatim.

As regards Item 1, 15 years' profits are allowed as claimed. The award settled the Plaintiff's claim up to the end of the Fusli 1282, that is up to July 1st, 1873. From that to the 20th of November 1888 (date of plaint) more than 15 years had elapsed.

Item 2 refers to houses &c., yielding no income, and this item requires no explanation.

The same remark applies to the arms, furniture, ornaments &c., comprised in item No. 3.

Items 4, 5 and 6 refer to the cash and bonds which formed the bulk of the family property. Items 4 and 6 were given to the 1st Defendant by the Collector and item 5 he was found by the award, to which he submitted, to be already in possession of. This award I have taken as affording conclusive evidence of what the estate was at the date of the suit contract. Like the award in the case of *Rani Bhogote* v. *Rani Nandan* (1) it is an award by "gentlemen of some "position in the neighbourhood who must apparently have been well competent "to decide such a question as this. It may also be observed that probably it "was the very best tribunal to which a dispute of the kind could be referred."

The tribunal consisted of a President and four members. The President was a neighbouring Zamindar. A pensioned Sheristadar of the Collector's Office and a neighbouring Zamindari Sheristadar represented the minor Zamindar (present litigant's nephew). The three present litigants were represented by a Government subordinate and by a Zamindar's official as arbitrators. The arbitrators heard the Vakils of the parties.

Nothing was said during the present trial against the justice of this award. So I think the amount of the items 4, 5 and 6 in column 6 of the statement may be accepted as correct.

Nothing arose subsequent to the award to diminish the amount of the cash (items four and five). But I think only thirteen years' interest can be allowed, for it was not until November 1875, that the orders of the Court of Wards enabled the Collector to hand this money to the 1st Defendant. In column 11 I have allowed at 6 per cent. interest. With reference to Section 23 of the Trust Act this seems a fair rate. It is shown that the 1st Defendant carried on the business of a banker with the joint funds.

As regards the bonds (item 6) I have allowed in column 9 an abatement of 15 per cent. for bad debts. This amounts to Rs. 4,486-8-0. There is one of those bonds which I find the 1st Defendant is not responsible for. It was one of those which came to the share of Plaintiff. A suit was brought on it in 1876, and the final decree was not obtained until 1883.

(1) I. L. R. II Calcutta 386.

Deputy Registrar.

Claimed.

Items.	Where mentioned in Schedule, plaint and award.	Total nucleus of which a share is claimed. Share claimed.	Portion of sum in Col. 3 claimed as Plaintiff's nucleus. Earning interest, rent, &c.	Not earning interest, rent, &c.	Total of columns 4 & 5 nucleus claimed,	Gross when in pl
1	2	3	4	5	6	
Immoveable. 1	Schedule A, paras. 8 and 20 of plaint and 15 and 18 of the award.	26,746-14-0 1/3	8,915-10-0	...	8,915-10-0 Item 14, Sch. D. 1,400-0-0	8,9
,, 2	Do. C Do. 8-10 Do. & paras. 17 & 20 Do.	4,200- 0-0 1/3	...	1,400-0-0		
Total of 1 and 2 ...	.....	30,946-14-0	8,915-10-0	1,400-0-0	10,315-10-0	8,9
Moveables 3	Schedule D 1-9 para. 8 plaint and paras. 25, 27, 29, 31, award.	9,408-6-10 1/3	...	3,136-2-3	3,136-2-3	
	Arms, furniture, &c.					
4	Do. 10 Do. 9 Do. 15 of Do. ..	55,333-2-4 1/3	18,444-6-1	...	18,444-6-1	
	Cash to three brothers.					
5	Do. 11 Do. 9 Do. 6 Do. ...	53,000-0-0 1/3	17,666-10-8	...	17,666-10-8	50,
	Cash detained by Defendants.					
6	Do. 12 Do. 8 Do. ..	89,729-5-3 1/3	29,909-12-5	...	29,909-12-5	
	Bonds to three brothers.					
7	Do. 13 Do. 10 Do. 8 Do. ...	1,110-0-0 1/4	...	277-8-0	277-8-0	
	Grain at death of Zamindar.					
8	Do. 13 Do. 9 Do. ...	11,382-13-3 1/4	2,845-11-3	...	2,845-11-3	Account for.
	Profits from rental of Zamindar.					
9	Do. 13 Do. Do. 16 Do. ...	3,960-3-11 1/4	990-1-0	....	990-1-0	L
	Arrears outstanding for Zamindari rental.					
10	Do. 13 Do. 11 & 12 Do. ...	3,000-0-0 1/4	750-0-0	...	750-0-0	L
	Rent on Inam villages.					
11	Do. 13 Do. Do. 13 Do. ...	801-10-0 1/4	...	200-6-6	200-6-6	
	Grain received after death of Zamindar.					
12	Do. 13 Do. Do. 19 Do. ...	15,000-0-0 1/4	3,750-0-0	...	3,750-0-0	1
	Government promissory note.					
13	Do. 13 Do. Do. 22 Do.					

6,156-15-5

The amount then obtained by the Plaintiff was Rs. 10,000. The suit is said to have been conducted by the 1st Defendant, but the Plaintiff's name had to be used in the suit as it was based upon a bond which had come to his share under the award. When the decree was obtained in 1883, the Plaintiff had left the family house and gone to live with the father of his second wife. This had led to a rupture between him and his half brothers (Defendants) who took the side of their cousin, his first wife, whom he left with them. Evidence was adduced for the Plaintiff to show that he sent this sum of Rs. 10,000 to the 1st Defendant. This evidence was not satisfactory, nor did Plaintiff's pleader press for its acceptance as reliable. To ascertain the amount of this bond, I sent under Section 137, C. P. C., for the suit register (Section 58, C. P. C.) and placed an extract referring to the suit on record as Defendants' Exhibit 14. It shows that the amount of his bond was Rs. 6,663-7-8, and I have relieved the 1st Defendant from responsibility in respect of this. It is therefore deducted in column 9. Six per cent interest is allowed in column 6 and this is calculated for 14 years as the bonds carried interest while in the Collector's hands. Items 7 and 8 are comparatively small sums and require no explanation. Six per cent interest for 14 years is allowed. Item No. 9 arrears of rent and half of it has been allowed in 1st Defendant's favour as irrecoverable. Items 10 and 11 call for no special remark. Item No. 12 is a Government Promissory note. It was deposited in Court at the time when 1st Defendant got the other property. There is no direct evidence that he got possession of it. But I think it was his duty to get it transferred to him (Section 12 of the Trust Act) and that it may safely be presumed that he did so. His letters (Exhibits L, M and N) show how careful he was to get in everything. In his written answer the 1st Defendant says it was included in the amount allotted by the Collector to the 1st Defendant's share. If so, the 1st Defendant is under the present findings liable to account for it, for he got and retained what the Collector gave as the share of the Plaintiff. The award showed that this promissory note formed part of the assets. On this I have allowed interest as claimed being at the rate of less than 4 per cent for 14 years. Item No. 13 I have disallowed. It was allotted for the Plaintiff's first marriage and this was celebrated while he was living with the 1st Defendant. Item No. 14 is the rent allowed and already dealt with under item No. 1. Item No. 15 represents the Plaintiff's one-third share of the profits of a lease of the Zamindari of Merangi which the Collector on behalf of the minor Zamindar gave in the name of the 1st Defendant. The 1st Defendant contends that this should be treated as his self-acquired and separate property. In Bengal (1) the 1st Defendant as the person who acquired this lease might, though he pledged the joint property of his brothers (Exhibit K) as security for the fulfilment of the terms of his lease, claim a double share of the proceeds of the lease; for he alone worked that lease. But in this part of India property obtained with the assistance of joint funds is joint (2), and I think that this lease and consequently its proceeds may be said to have been acquired by the aid of the joint property pledged to secure it. The

(1) Mayne's Hindu Law S. 268.

(2) Mayne's Hindu Law S. 252, 2nd Edition.

fact, that there is no special stipulation about this in the plaint contract, does not seem to me to affect the question, which is one of Hindu Law. The Plaintiff's case was that under this head, the 1st Defendant had to account for 15 years' gross profit amounting to Rs. 65,800 as his one-third share. In his written statement the 1st Defendant denied that there were any profits. In his deposition he said that the gross profits were Rs. 12,500 yearly. The Plaintiff's one-third share would be Rs. 4,166 odd or Rs. 62,500 for 15 years. The lease admittedly was held before the award of 1874 up to some time in February 1888. I think the gross yearly profits of the lease may be put down as the 1st Defendant says at Rupees 12,500 yearly. That will give the Plaintiff's share of one-third at Rupees 4,166-10-8. The management expenses were given in the list of property (embodied in the award Exhibit E) in dispute as Rupees 4,000 a year. I think that is fair. The amount of the 1st Plaintiff's net profit would thus be Rupees 4,166-10-8, *minus* Rupees 1,333-5-4 (one-third of Rupees 4,000), or Rupees 2,833-5-4. The arbitrators' award dealt with the profits up to the end of fusli 1282, that is up to 1st July 1873. The lease terminated in February 1888 according to the 1st Defendant's pleader. The total duration may thus be put down as $14\frac{1}{2}$ years. The 1st Defendant was dispossessed by the Collector and was admittedly four years out of possession. In respect of this dispossession, he recovered Rupees 7,000 damages. For the $10\frac{1}{2}$ years at the rate of Rupees 2,833-5-4 a year, Plaintiff is entitled to Rupees 29,750; and four years (when out of possession) he should get Rupees 2,333-5-4, (one-third of Rs. 7,000 awarded as damages), altogether Rs. 32,083-5-4. No part of this sum is charged with interest, and I think that the estimated expenses of the Plaintiff's maintenance at Rs 150 a month (three times what the Collector allowed him as stated in evidence) may be deducted from this sum. The Plaintiff lived with the 1st Defendant up to some time in 1881, and so seven years' maintenance (from 1874) at Rs. 1,800 a year, or Rs. 12,600 have to be deducted. For law expenses the 1st Defendant's pleader suggests a lump sum of Rs. 3,000, which seems fair. These two sums being deducted from Rs. 32,083-5-4 leaves Rs. 16,483-5-4 the net sum which, I think, the Plaintiff is entitled to, under item 15 (profits of lease). Taking the deduction as shown in column 9 of the tabular statement against this item (lease profits), they are explained as follows.

The 1st item is a sum of Rs. 3,300. This sum has to be deducted from the sum of Rs. 65,800 given by the Plaintiff as mesne profits, because 15 years' profits at Rs. 4,166-10-8 come to Rs. 62,500, or Rs. 3,300 less than the amount claimed (Rs. 65,800). The next item deducted is a sum of Rs. 16,416-10-8 which represents $4\frac{1}{2}$ years' gross profits (Rupees 4,166-10-8 × $4\frac{1}{2}$) *minus* one-third of the sum (Rs. 7,000) granted as compensation. Of the $4\frac{1}{2}$ years mentioned above, four years were deducted for the time when the 1st Defendant was out of possession under the Collector's orders. Six months were deducted from 15 years, because from 1st July 1873 to February 1888 is counted as $14\frac{1}{2}$ years only. Then come the establishment charges Rs. 14,000, being at the rate of Rs. 1,333-5-4 a year for the $10\frac{1}{2}$ years during which the 1st Defendant is found to have been in possession. The other items are the maintenance and law expenses already explained. There remains the land mentioned

Deputy Registrar.

in schedule B, and which is not nucleus but land purchased for money available at the time of the suit contract.

This item (No. 16) has been adjusted as explained in column 15 of the tabular-statement, by substituting this land in the decree for the money (Rs. 6,306-10-8) paid for it, and substituting under the head of mesne profits, rent yielded by it, for the interest which its price (Rs. 6,306-10-8) would have fetched at 6 per cent interest.

The general result as already stated is that Plaintiff gets a decree representing Rs. 1,52,079-12-5, and out of this Rs. 16,622-4-8 will be represented by land, and the rest by cash.

This sum is decreed in respect of nucleus, land and cash found to have been entrusted to him in 1874 and representing Rs. 76,641-4-0, and Rs. 75,438-8-5 representing the accumulations during the intervening 14 years, after allowing reasonable deductions. I have not allowed anything for the maintenance of the Plaintiff's first wife after he left her at Merangi (in) 1881. Nothing was claimed on account of her maintenance. Her cousin the 1st Defendant has apparently made a tool of her and got her to bring the suit in which he gave evidence and which was to the effect that 1st Plaintiff's sons, who now represent him on the record, are not legitimate. This suit failed in this Court and the High Court. (O. S. 10 of 1890 on the file of the District Court of Vizagapatam. A. S. 125 of 1891 on the file of the Madras High Court). Then the 1st Defendant has utilized her in the present suit, I find, by trying to make it appear that the exhibits which he held as manager of the Plaintiff's land, had come from Plaintiff's custody through his first wife.

The questions of future profits and costs remain.

On the money decreed, namely, Rs. 1,35,457-7-9, I, under Section 207, C. P. C., allow 6 per cent interest from the date of the plaint to the date of payment. On the land decreed, I allow under Section 211, C. P. C., mesne profits at the rate of Rs. 1,005-6-0 (Rs. 594-6-0 on the land in Schedule A, and Rs. 411 on the land in Schedule B). This will be allowed from the institution of suit until the delivery of possession or until the expiration of 3 years from the date of the decree (whichever event first occurs). Interest on this will be allowed at 6 per cent.

I think that as the 2nd Defendant has identified himself with the 1st Defendant in what appears to me to have been an attempt to defraud his younger brother and his children of their inheritance, he (2nd Defendant) should be jointly liable for costs. As the suit is one for partition, I think the 2nd Defendant was rightly made a party, and that the decree should be against both Defendants.

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, dated 24th November 1892.—*continued.*

Original Suit No. 1 *of* 1889.

List of witnesses examined for Plaintiff.

1. Vedula Varahalu.
2. M. B. Venkiah Pantulu.
3. Setrucherla Somasekhara Raju.
4. Kolluri Ramiah.
5. Krushna Sahu.
6. Botcha Joganna.
7. Tentu Musali Naidu.
8. Challa Jogulu.
9. Merugula Chinnam Naidu.
10. Chinta Sanyasi.
11. Alluvada Kurmanna.
12. Achanta Viyyanna.
13. Setrucherla Ramabhadra Raju.
14. Saluru Sitaramiah.
15. Bajaru Venkatarow.
16. Palteru Somasundaram.
17. Palteru Suryanarayana.
18. Govindu Ramamurti.
19. Namburu Suryanarayana.
20. Kasikhala Ramarow.
21. Vadrevu Jagannadham.
22. Thamad Peda Saniyasiraju.
23. Silavamsam Padmanabharaju.

10

20

Deputy Registrar.

24. Sheik Ismail Sahib.
25. Sheik Imam Sahib.

For first Defendant.

1. Pilla Adinarayana Patrudu.
2. Setrucherla Somasekhara Raju.
3. Bathula Balaramiah.
4. Setrucherla Ramabhadra Raju.
5. Devulapalli Venkanna.
6. Mahomed Vazir Sahib.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 146. Judgment of the District Court in O. S. No. 1 of 1889, 24th November 1892.—*continued.*

10

FOUR ISSUES REVISED IN JUDGMENT.

1. Are the Plaintiffs estopped from setting up the plaint contract?
2. Is the suit barred by limitation?
3. Is the plaint contract enforceable?
4. To what relief are Plaintiffs entitled in a decree for specific performance of the plaint contract?

294

Documents for Plaintiff.

Statement showing the documents filed in Suit No. 1 of 1889 on the file of the District Court of Vizagapatam.

Mark of document.	Date of Document.	Date of Presentation.	Date of Filing.	Amount if any.	Particulars as to execution.	Issue to which it relates.	Remarks. By whom produced.	Remarks. For whom filed.	Remarks. Admitted or proved. If proved, by whom.
				Rs. A. P.					
A.	7—10—74.	22—12—88	12—9—92.	...	Certified copy of letter written by Plaintiff and 2nd Defendant to Panchayatdars stating their shares may be given to the 1st Defendant and 1st Defendant's endorsement of consent thereon by the 1st Defendant.	1st & 3rd issues.	Plaintiffs.	Plaintiffs.	Admitted.
B.	6—10—74.	Do.	16—9—92.	...	Copy of re-union agreement (*Samakhya*) executed by the late 1st Plaintiff and 2nd Defendant in favour of the 1st Defendant authorizing him to receive their (1st Plaintiff's and 2nd Defendant's) shares.	1st, 3rd & 4th issues.	Do.	Do.	Proved by 13th witness (1st Defendant) for Plaintiff.
B1.	Do.	15—3—89.	21—9—92.	...	Original re-union agreement executed by the late 1st Plaintiff and 2nd Defendant in favour of the 1st Defendant authorizing him to receive their (1st Plaintiff's and 2nd Defendant's) shares.	Do.	1st Defendant's pleader.	Do.	Proved by 16th witness for Plaintiff.
C.	9—8—75.	16—9—92.	16—9—92.	...	Letter written by 1st Defendant to the Collector asking him to deliver his share and that of the (1st) Plaintiff and 2nd Defendant to him as he is authorized to receive the 3 shares under re-union agreement.	1st & 3rd issues.	Collector's Clerk.	Do.	Proved by the 13th witness (1st Defendant) for Plaintiff.
D.	20—8—75.	Do.	Do.	...	Letter (remainder to above) by the 1st Defendant to the Collector asking for reply to his letter, Exhibit C.	Do.	Do.	Do.	Do.
E.	7—10—74.	15—3—89.	Do.	...	Certified copy of award in Telugu	Do.	1st Defendant's pleader.	Do.	Do.
F.	27—11—75	22—12—88	Do.	55,332-2-4	Certified copy of receipt given by 1st Defendant to the Collector for cash received on account of himself and his two brothers (1st Plaintiff and 2nd Defendant).	Do.	Plaintiff.	Do.	Do.
G.	30—11—75	Do.	Do.	59,729-5-3	Certified copy of receipt given by 1st Defendant to the Collector for bonds received on account of himself and his two brothers (1st Plaintiff and 2nd Defendant.)	Do.	Do.	Do.	Do.
H.	2—12—75	Do.	Do.	17,000-0-0	Certified copy of letter from the Collector to the 1st Defendant informing him that the shares of himself and his younger brothers in the Government bond for Rs. 15,000, now in Civil Court and Rs. 2,000 settled by the arbitrators for the marriages of his (1st Defendant's) younger brothers, will be given to him (1st Defendant) and that the Deputy Tahsildar, Parvatipur, has been directed to deliver to him according to your shares, lands, houses, utensils, gold and silver, &c.	Do.	Do.	Do.	Do.
J.	10—2—76.	13—9—92.	Do.	660-14-11	Office copy of letter from Collector to the 1st Defendant requesting him to collect Rs. 660-14-11 being arrears of rent of Inam lands which fell to his share and to his (1st Defendant's) younger brothers (1st Plaintiff and 2nd Defendant.)	Do.	Collector's Clerk.	Do.	Do.
K.	8—6—76.	Do.	Do.		Letter from 1st Defendant to Collector stating that the property which fell to his share and to that of his younger brothers will be given as security for the rent of the Merangi Zamindari and that he and his two brothers have not divided their properties and that a contract also was executed between themselves specifying conditions.	Do.	Do.	Do.	Do.

Deputy Registrar.

295

Mark of document.	Date of Document.	Date of Presentation.	Date of Filing.	Amount if any.	Particulars as to execution.	Issue to which it relates.	Remarks. By whom produced.	Remarks. For whom filed.	Remarks. Admitted or proved. If proved, by whom.
				Rs. A. P.					
L.	3—10—76	13—9—92.	16—9—92.	...	Letter from 1st Defendant to Collector stating that no reply was given to his (1st Defendant's) letter of the 10th September 1876 requesting that the pattas (title deeds) of the lands which fell to his and to his two younger brothers' (1st Plaintiff's and 2nd Defendant's) shares and also that their share of gardens may be ordered to be delivered and that the same have not been delivered and requesting that they now be ordered to be delivered.	1st & 3rd issues.	Collector's Clerk.	Plaintiff.	Proved by the 13th witness (1st Defendant) for Plaintiff.
M.	7—4—78.	16—9—92,	Do.	960-0-0	Letter from the 1st Defendant to Collector requesting that Rs. 960 may be given to him (1st Defendant) being the income of enfranchised lands which fell to his and to his younger brothers' shares under the award and were included in his rental for fuslis 1285 and 86 at Rs. 480 a year.	Do.	Do.	Do.	Do.
N.	30—5—78.	13—9—92.	17—9—92.	2,037-0-0	Letter from 1st Defendant to Collector requesting that $\frac{3}{4}$ share on account of himself and his younger brothers in the bonds presenting a principal of Rs. 2,037 which were not included in the partition by mistake, and which were referred to in his (1st Defendant's) letter of the 2nd December 1877, may be given to him.	Do.	Do.	Do.	Do.
O.	24—1—90.	17—9—92.	Do.	...	Certified copy of 1st Defendant's deposition in O. S. 76, 77, 78, 79 and 80 of 1890, District Munsif's Court (Parvatipur) to show that accounts of expenditure were kept by 1st Defendant.	Do.	Plaintiff's pleader.	Do.	Do.

296

Deputy Registrar.

297

P	27—1—82.	Do.	Do.	...	Certified copy of written statement presented by the 1st Defendant in O. S. 37 of 1882, Parvatipur District Munsif's file, brought by the Kurpam Zamindar against the 1st Defendant, &c., for Alluvada quit-rent.	Do.	Do.	Do.	Do.
P1	14—1—82.	Do.	Do.	...	Certified copy of plaint in the above suit (O. S. 37 of 1882.)	Do.	Do.	Do.	Do.
Q	9—1—87.	15—9—92.	19—9—92.	18-0-0	Receipt given by Gadagam Balaramayya to Bochi Joganna for rent of land called 'Pannkupolam' situated in China Merangi for Fusli 1296.	Do.	Do.	Do.	Proved by the 14th & 17th witnesses for Plaintiff.
Q1	2—2—89.	Do.	Do.	25-0-0	Receipt given by Do. to Do. for rent for enfranchised Inam land in China Merangi for fusli 1298.	Do.	Do.	Do.	Do.
Q2	17—2—88.	Do.	Do.	38-0-0	Receipt given by Gadagam Balaramayya to Bochi Joganna for rent of enfranchised Inam land situated in China Merangi for fusli 1297.	Do.	Do.	Do.	Do.
R.	20—11—81 Telugu year *Vrisha.*	Do.	Do.	5-0-0	Receipt given by Gadagam Somanna to Tentu Musala Naidu for rent paid for enfranchised Inam land in Kanapadoravalsa for fusli 1291.	Do.	Do.	Do.	Do.
R1	4—3—83.	Do.	Do.	7-0-0	Do. do. for fusli 1292 ...	Do.	Do.	Do.	Do.
R2	21—2—82.	Do.	Do.	8-0-0	Do. do. for fusli 1291 ...	Do.	Do.	Do.	Do.
R3	27—4—83.	Do.	Do.	6-8-0	Receipt given by Gadagam Balaramayya to do. do. for fusli 1291.	Do.	Do.	Do.	Do.
R4	30—6—83.	Do.	Do.	8-0-0	Receipt given by Gadagam Somanna and Tentu Musala Naidu for rent paid for enfranchised Inam land in Kanapadoravalsa for fusli 1291 (O. S. 292).	Do.	Do.	Do.	Do.
R5	6—11—83.	Do.	Do.	6-0-0	Do. do. for fusli 1293 (Receipt No. 42).	Do.	Do.	Do.	Do.

A. 81—75

Mark of document.	Date of Document.	Date of Presentation.	Date of Filing.	Amount if any.	Particulars as to execution.	Issue to which it relates.	Remarks. By whom produced	Remarks. For whom filed.	Remarks. Admitted or proved. If proved, by whom.
				Rs. A. P.					
R6	2—3—84	15—9—92	19—9—92	3-8-0	Receipt given by Gadagam Somanna to Tentu Musala Naidu for rent paid for enfranchised Inam land in Kanapadoravalsa for fusli 1293 (Receipt No. 131).	1st & 3rd issues.	Plaintiffs' pleader.	Plaintiffs.	Proved by the 14th & 17th witnesses for Plaintiff.
R7	20—10—85	Do.	Do.	13-0-0	Do. do. for fusli 1294 (Receipt No. 38).	Do.	Do.	Do.	Do.
R8	4—3—88	Do.	Do.	5-8-0	Receipt given by Gadagam Somanna to Tentu Musala Naidu for rent and landcess paid for enfranchised Inam land, situated in Kanapadoravalsa for fusli 1297 (Receipt No. 103.)	Do.	Do.	Do.	Do.
R9	14—2—88	Do.	Do.	15-0-0	Do. do. for rent for fuslis 1296 and 1297 (Receipt No. 707).	Do.	Do.	Do.	Do.
S.	23—3—86	Do.	Do.	...	Hukum signed by Gadagam Balaramayya and issued in the name of 1st Defendant authorizing peon to collect rents for fusli 1295 from Challa Jogadu &c., of Sitarampuram Agraharam, hamlet of Sivvam.	Do.	Do.	Do.	Do.
S1	15—1—85	Do.	Do.	2-0-0	Receipt (No. 54) given by G. Somanna to Challa Jogadu for rent paid for land in Sitarampuram Agraharam, hamlet of Sivvam for fusli 1294.	Do	Do.	Do.	Do.
S2	1—2—87	Do.	Do.	20-0-0	Receipt (No. 84) given by G. Balaramayya to Challa Jogadu for rent paid for land situated in Sitarampuram Agraharam, hamlet of Sivvam, for fuslis 1295 & 1296.	Do.	Do.	Do.	Do.

Deputy Registrar.

T	14—2—83	Do.	21—9—92	...	Document called 'Dhimut' or order granting lease executed by 1st Defendant to Challa Jogadu and Chaila Thavitigadu authorizing them to bring under cultivation all the arable and waste land except the share of the minor Zamindar in the village of Sitarampuram Agraharam &c.	Do.	Do.	Do.	Proved by 17th witness for Plaintiff.
U	1—11—84	21—9—92	Do.	8 0 0	Receipt given by G. Somanna to Tentu Musala Naidu for rent received for Kanapadoravalsa Inam land for fuslis 1293 and 1294.	Do.	17th witness for Plaintiffs Palteru Suryanarayana.	Do.	Do.
U1	20—2—84	Do.	Do.	3 0 0	Do. do. for fusli 1293	Do.	Do.	Do.	Do.
V	20—10—85	Do.	Do.	13 0 0	Receipt given by G. Somanna to Dathi Appala Naidu for cist received for Kanapadoravalsa Inam land for fuslis 1294 and 1295 (Receipt No. 39.)	Do.	Do.	Do.	Do.
V(1)	2—3—86	Do.	Do.	4 9 0	Do. do. for fusli 1295 (Receipt No. 109)...	Do.	Do.	Do.	Do.
W	2—12—75	13—9—92	23—9—92	...	Proceedings of the Collector of Vizagapatam directing the Deputy Tahsildar of Parvatipur to deliver in the presence of the guardian and the younger paternal uncles of the minor Zamindar of Merangi the Inam lands and all moveable property including jewels, &c., as set forth in the partition lists and take receipts from them and forward the same to him (Collector).	Do.	Collector's Clerk.	Do.	Admitted.
X	10—7—76	23—10—91	23—10—92	2,500 0 0	Receipt given to the Collector of Vizagapatam by Nissankuni Ramachendra Patrudu for having taken delivery of a house at Vizagapatam which fell to the share of the minor Zamindar of Merangi as per an award of Panchayat in respect of a dispute as to the partition between the minor and his uncles signed by Nissankuni Ramachendra Patrudu.	...	...	...	Do.

Mark of document.	Date of Document.	Date of Presentation.	Date of Filing.	Amount if any.	Particulars as to execution.	Issue to which it relates.	Remarks. By whom produced.	Remarks. For whom filed.	Remarks. Admitted or proved, if proved, by whom.
X1 to X7	10—7—76	23—10—91	...	...	Boundary lists which followed the receipt X signed by Ramachendra, Somasekhara and Jogi Raju and Ramachendra Patrudu.	...	...	...	...
Y	17—9—92	17—9—92	26—9—92	...	A number of impressions made with the seal of Sri Setrucherla Ramabhadra Raju Garu.	1st & 3rd issues.	1st Defendant.	Plaintiffs	Admitted.
Z	1—11—76	16—9—92	Do.	...	Security bond executed to H. Goodrich Esquire, Collector of Vizagapatam and Agent to the Court of Wards by Sri Setrucherla Ramachendra Raju Garu, giving as security landed property specified in the schedule annexed thereto, for the enforcement of regular payment of rent on Merangi Zamindari.	4th issue.	Collector's Clerk.	Do.	Do
I	28—3—76	22—9—92	22—9—92	0 8 0 per mensem.	Rent deed executed by Vadrevu Jagannadham (21st witness for Plaintiff) to the 1st Defendant for rent of house situated at Parvatipur, which the 1st Defendant had inherited.	1st & 3rd issues.	3rd witness for 1st Defendant.	1st Defendant.	Proved by 21st witness for Plaintiffs.
II	20—11—75	23—9—92	23—9—92	...	Power of attorney executed in favour of 1st Defendant by 2nd Defendant and 1st Plaintiff to receive from Collector all moveable and immoveable property which fell to their share as per an award, etc.	Do.	1st Defendant's pleader.	Do.	Admitted.

Deputy Registrar.

III	18— 1—72	24— 9—92	26— 9—92	20-10-9	Certified copy of decree in S. C. Suit No. 5 of 1872 on the file of Parvatipur District Munsif's Court, brought by Nissankuni Ramachendra Patrudu, guardian of the minor Zamindar of Merangi against Shekurajamma and another.	Do.	3rt witness for 1st Defendant.	Do.	Do.
IIIA	19— 2—72	Do.	Do.	26- 3-1	Certified copy of a deeree in S. C. Suit No. 4 of 1872 on the file of Parvatipur District Munsif's Court by Nissankuni Ramachendra Patrudu against Reddipilli Suri and another.	Do.	Do.	Do.	Do.
IV	10—12—75	Do.	Do.	...	Certified copy of Razinamah Petition put in under Section 98, C. P. C., in O. S. No. 12 of 1874 on the file of the District Court, Vizagapatam, brought by one Sri Basava Jaggaraju Garu against Sri Setrucherla Jogi Raju Bahadur (1st Plaintiff).	Do.	Do.	Do.	Do.
IVA	Do.	Do.	Do.	...	Do. in O. S. No. 13 of 1874 on the file of the District Court, Vizagapatam, brought by one Amanubolu Sivalingam against the 1st Plaintiff in this case.	Do.	Do.	Do.	Do.
IVB	11—12—75	Do.	Do.	...	Certified copy of withdrawal petition put in under Section 98, C. P. C., by both parties in A. S. No. 12 of 1875, on the file of the Vizagapatam District Court (the Appellant being the 1st Plaintiff in this case and the Respondent therein being one Bodapati Lakshmayya, Plaintiff.)	Do.	Do.	Do,	Do.
IVC	Do.	Do.	Do.	...	Certified copy of withdrawal petition put in under Section 98, C. P. C., by both parties in A. S. No. 51 of 1875 on the file of the Vizagapatam District Court (the Appellant being the 1st Plaintiff in this case and the Respondent therein being one Bodapati Lakshmayya, Plaintiff.)	Do.	Do.	Do.	Do.
IVD	Do.	Do.	Do.	...	Do. do. in A. S. No. 31 of 1875 on the file of the Vizagapatam District Court.	Do.	Do.	Do.	Do.

A. 81—76.

Mark of document.	Date of Document.	Date of Presentation.	Date of Filing.	Amount if any.	Particulars as to execution.	Issue to which it relates.	Remarks. By whom produced.	Remarks. For whom filed.	Remarks. Admitted or proved. If proved, by whom.
				Rs. A. P.					
IVE	11—12—75	24— 9—92	26— 9—92	...	Certified copy of withdrawal petition put in under Section 98, C. P. C, by both parties in A. S. No. 30 of 1875 on file of Vizagapatam District Court.	1st & 3rd issues.	3rd wit ness for 1st Defendant.	1st Defendant.	Admitted.
V.	20—10—82	24— 9—22	Do.	115 8 0	Demand in Jogi Raju's name for quit-rent for fusli 1291 for Gadisingapuram village.	Do.	Do.	Do.	Do.
VA	16— 8—83	Do.	Do.	133 13 6	Do. for land cess and quit-rent for fusli 1292 for do.	Do.	Do.	Do.	Do.
VB	19— 7—86	Do.	Do.	Do.	Do. for quit-rent and land cess for fusli 1295 for do.	Do.	Do.	Do.	Do.
VC	12— 7—87	Do.	Do.	Do.	Do. for quit-rent and land cess for fusli 1296 for do.	Do.	Do.	Do.	Do.
VD	24— 5—88	Do.	Do.	Do.	Do. for do. do. for fusli 1297 for do. ...	Do.	Do.	Do.	Do.
VE	28— 2—86	Do.	Do.	31 12 0	Do. for land cess for fuslis 1286—88—91 for do.	Do.	Do.	Do.	Do.
VI	30— 9—84	Do.	Do.	124 0 0	Demand issued by the Deputy Tahsildar of Parvatipur to Jogi Raju for Alluvada quit-rent and land cess for fuslis 1291 and 1292 with receipt thereon.	Do.	Do.	Do.	Do.
VIA	Not given.	Do.	Do.	55 12 9	Do. do. for fusli 1293 do. do.	Do.	Do.	Do.	Do.
VIB	10—12—86	Do.	Do.	70 8 11	Do. do. for do. 1295 do. do.	Do.	Do.	Do.	Do.

Deputy Registrar.

VIC	20— 1—89	Do.	Do	61 14 0	Do. do. for do. 1296	Do.	Do.	Do.	Do.
VID	Do.	Do.	Do.	16 7 9	Do. do. for do. 1296-97	Do.	Do.	Do.	Do.
VII	21— 5—88	Do.	Do.	2 6 3	Demand issued by Deputy Tahsildar to Jogi Raju Garu for quit-rent and land cess for Sitarampuram land for fusli 1297.	Do.	Do.	Do.	Do.
VIII	4— 2—86	Do.	Do.	9 0 0	Demand issued to Jogi Raju by the Deputy Tahsildar of Parvatipur for quit-rent and land cess for fusli 1292 for Kanapadoravalsa with receipt thereon.	Do.	Do.	Do.	Do.
VIII A	20—12—86	Do.	Do.	Do.	Do. do. for fusli 1295 for do. ...	Do.	Do.	Do.	Do.
VIII B	11— 8—87	Do.	Do.	Do.	Do. do. for do. 1296 for do. ..	Do.	Do.	Do.	Do.
VIII C	12— 7—88	Do.	Do.	8 5 9	Demand issued to Jogi Raju Garu by the Deputy Tahsildar of Parvatipur for quit-rent of Kanapadoravalsa for fusli 1297 with receipt thereon.	Do.	Do.	Do.	Do.
VIII D	12— 9—88	Do.	Do.	1 3 0	Do. do. for land cess for fusli 1297 for do.	Do.	Do.	Do.	Do.
VIII E	12— 7—90	Do.	Do.	1 1 10	Demand issued to Jogi Raju by the Deputy Tahsildar of Parvatipur for quit-rent of Kanapadoravalsa for fusli 1298	Do.	Do.	Do.	Do.
VIII F	Do.	Do.	Do.	8 10 0	Do. do. quit-rent for fusli 1298 for do.	Do.	Do.	Do.	Do.
IX	1— 1—87	Do.	Do.	23 12 0	Demand issued to Jogi Raju Garu by the Deputy Tahsildar of Parvatipur for quit-rent for fusli 1295 for China Merangi village with receipt thereon.	Do.	Do.	Do.	Do.
IXA	31— 5—88	Do.	Do.	6 6 0	Do. for quit-rent and land cess for fusli 1296 for do.	Do.	Do.	Do.	Do.
IXB	Do.	Do.	Do.	2 9 0	Do. do. for fusli 1296 for do.	Do.	Do.	Do.	Do.
IXC	Do.	Do.	Do.	0 10 3	Demand issued to Jogi Raju Garu by the Deputy Tahsildar of Parvatipur for quit-rent and land cess for fusli 1296 for China Merangi village with receipt thereon ...	Do.	Do.	Do.	Do.
IXD	Do.	Do.	Do.	5 10 0	Do. do. for fusli 1296 for do. ...	Do.	Do.	Do.	Do.

Mark of document.	Date of Document.	Date of Presentation.	Date of Filing.	Amount if any. Rs. A. P.	Particulars as to execution.	Issue to which it relates.	Remarks. By whom produced.	Remarks. For whom filed.	Remarks. Admitted or proved, If proved, by whom.
IXE	31— 5—88	24— 9—92	26— 9— 92	2 5 0	Demand issued to Jogi Raju Garu by the Deputy Tahsildar of Parvatipur for quit-rent and land cess for fusli 1297 for China Merangi village with receipt thereon.	1st & 3rd issues.	3rd witness for 1st Defendant.	1st Defendant.	Admitted.
IXF	12— 8—88	Do.	Do.	5 12 0	Do. do. for quit-rent for fusli 1297 for do.	Do.	Do.	Do.	Do.
IXG	25— 8—88	Do.	Do.	2 1 5	Do. do. for fusli 1297 for do ..	Do.	Do.	Do.	Do.
IXH	Do.	Do.	Do.	0 9 5	Do. do. for quit-rent for fusli 1297 for do.	Do.	Do.	Do.	Do.
IX I	12— 8—88	Do.	Do.	5 3 7	Do. do. for fusli 1297 for do ..	Do.	Do.	Do.	Do.
IXJ	Do.	Do.	Do.	2 5 10	Do. do. for fusli 1297 for do ...	Do.	Do.	Do.	Do.
X	10— 7—76	23—10—91	Do.	...	Receipt executed by Setrucherla Jogi Raju Garu to H. Goodrich, Esquire, guardian to the minor Zamindar of Merangi and Agent to the Court of Wards, for the lands received from the Dy. Tahsildar of Parvatipur as per the award of the Panchayat.	Do.	Collector's Office Clerk K. Sanyasiah Chetti.	Do.	Do.
XA	1—11—77	Do.	Do.	...	Receipt given to H. Goodrich, Esquire, Collector and Agent to the Court of Wards and guardian to the minor Zamindar of Merangi, by Jogi Raju (1st Plaintiff) for having taken delivery of a garden from the Dy. Tahsildar of Parvatipur as per a Panchayat award.	Do.	Do.	Do.	Do.

Deputy Registrar.

XB	10—7—76.	Do.	Do.	...	Receipt given to the Collector by Jogi Raju Garu for houses delivered to him by the Dy. Tahsildar, Parvatipur.	1st, 3rd and 4th issues.	Do.	Do.	Do.
XC	Do.	Do.	Do.	2,701-10-9	Receipt given to the Collector by Jogi Raju for having received moveables, jewelry &c. which fell to his share as per Panchayat award.	Do.	Do.	Do.	Do.
XI	20—8—74.	15—3—89	Do.	37,500-0-0	Lease executed and given to Ramabhadra Raju Bahadur Garu by the Collector of Vizagapatam for Merangi Zamindari, on obtaining sanction of the Court of Wards for renting out the same.	Do.	1st Defendant.	Do.	Do.
XII	27-12—75.	Do.	Do.	40,982-14-8	Receipt executed and given to Ramabhadra Raju Garu by Somasekhara Raju Garu for documents and cash received from him (Ramabhadra Raju Garu.)	1st & 3rd issues.	Do.	Do.	Found not to have been signed at the time when it purports to have been signed Not proved
XIII	Do.	Do.	Do.	69,220-7-7	Receipt executed and given to Ramabhadra Raju Garu by Jogi Raju Garu for documents and cash received from him (Ramabhadra Raju Garu).	Do.	Do.	Do.	
XIV	Date of peresentation of plaint 16—2—76.	19—10—92	5—11—92	6,663-7-8	Extract from the suit register in O. S.—[illegible] of 1876, showing that the suit is for Rs. 6,663-7-8.	Do.	Copy made being ordered by the Court.	Do.	Certified copy.

A. 81—77

(Signed) H. R. FARMER,
District Judge.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 147. Diary of the District Court in O. S. No. 1 of 1889.

No. 147.

B. Diary.

IN THE COURT OF THE DISTRICT JUDGE OF VIZAGAPATAM.

Original Suit No. 1 *of* 1889.

Sri Rajah Setrucherla Jogi Raju Garu—subsequently died ... *Plaintiff.*
His sons added as legal representatives Plaintiffs 2 and 3.

versus

Sri Rajah Setrucherla Ramabhadra Raju and another ... *Defendants.*

Plaint presented	22—12—88.
Do. filed	22—12—88.
Date of summons	18— 1—89.
When served	2— 2—89.
Date [illegible] by plaintiff within	8— 2—89.
Date fixed for first hearing	11— 3—89.
Settlement of issues*	15— 3—89.
Examination of Plaintiffs' witnesses	12th to 17th, 19th, 21st, 22nd & 28th September 1892.
Examination of Defendants' witnesses	23rd & 24th September 1892.
Documents admitted in evidence for Plaintiffs ...	12th, 16th, 17th, 19th, 21st & 26th September 1892.
Documents admitted in evidence for Defendants.	22nd, 23rd & 26th September 1892.
Case closed	30— 9—92.
Judgment	24—11—92.
Draft decree and judgment	24—11—92.

* Arguments regarding the revision of issues already framed, heard, and revised issues framed 9th and 10th September 1892.

(Signed) H. R. FARMER,
District Judge.

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 147. Diary of the District Court in O. S. No. 1 of 1889.—*concluded*

For Plaintiff.		For Defendant.		For Court.
No. of Petition.	Date to which adjourned or otherwise.	No. of Petition.	Date to which adjourned or otherwise.	Date and reasons.
180 of 91.	As noted opposite Case reposted to 23-10-91.			15— 3—89. For final hearing to 23rd August 1889.
				23— 8—89. Plaintiff reported to be dead (*vide* M. P. No. 319 of 89. 8—8—89) Suit adjourned to 16-9-89 to enable legal representatives to be brought in.
	9-3 91.			16— 9—89. Cross petitions 344 of 89 have recently been filed by the junior and senior widows on behalf of their sons, &c. These petitions stand posted to 14—10—89.
				14—10—89. For taking evidence in the petitions. Suit adjourned to 20-11-89, to which date the M. P. Nos. 319 of 89 and 344 of 89 are posted.
				13—11—89. The petitions were adjourned to 12—12—89 (*vide* order in M. P. No. 521 of 89); when the result of these petitions are known, the case will be posted.
				16—12—89. Jogi Raju's sons represented by their mother Gangayamma appointed to represent the deceased Plaintiff in this suit.
				27—12—89. Posted to 19—3—90 for final hearing.
				10— 3—90. On the application of the 1st wife of the late Plaintiff the case adjourned to 18—8—90 (*vide* M. P. No. 97 of 90).
				28— 7—90. On the application of Plaintiff's pleader, case adjourned to 19—11—90 as it is contended admittedly that this suit cannot be disposed of before O. S. No. 10 of 90, in which the question as to who is the legal representative to the late Plaintiff is to be settled finally. (*Vide* separate order, 18-9-90). Owing to pressure of work case reposted to 1-4 91.
				9— 3—91. This case is posted to 1—4—91. Both parties say that the case cannot be finished before recess.
				23—10—91. to 11—11—91. Case kept on from day to day to see if any evidence can be taken up after disposal of the appeals for the day. No possibility for doing so. Case adjourned to 20—2—92.
				14— 1—92. High Court's order in M. P. No. 847 of 91 to stay trial of this suit pending disposal of A. S. No. 125 of 91, High Court.
				18— 3—92. Posted to 25—7—92 for final hearing.
				25— 7—92. Adjourned to 9—9—92.

No. 148.

Plaint Schedule A.

TO THE DISTRICT COURT OF VIZAGAPATAM.

In which Registration village.	Number.	Plots.	Shares into which division is made by the Panchayatdars	East.	South.	West.	North.	Cist.
Kasbah China Merangi, Parvatipur.	1	Vanukupolam. For one plot.	1	Field relating to the second share of the minor Zamindar.	Palteruvari field ...	Botsavalla polam field.	Botsavalla polam field.	
			3	Boddai relating to the field which fell to the share of the Plaintiff.	Field apportaining to this share.	Palteruvari field ...	Saluruvari field ...	
			4	Field which fell to the share of the minor zamindar.	Palteruvari madi ...	Singu Mahantivari madi.	Panukurayi ..	
	2	Nilammapolam (field).		Karri Manganna *Thirastu madi* gattu.	Baka *gattu*, which is the northern boundary limit of this land belonging to the minor zamindar.	Eastern ridge of the third share of this *Isthuva*. There are two *ant-hills*.	Ridge f field belonging to Kothuvala vallu.	
			3	Western ridge of the second share of the minor Zamindar.	Vatapam Venkayya Gari's *ridge of field*.	*Prathapa sagaram lopu Kunchiki*.	Southern ridge of field appertaining to the 4th share.	
			4	Westren ridge of the 1st share.	Northern ridge of the 3rd share.	Do. ...	Southern ridge of field of Kothuvalla polam.	

Deputy Registrar.

	3	Boundary of land near Brlaji Patrud Gari's Manyam attached to Majunna Yendam gadu.	1	Vanukulavari field.	Vanukulavari field.	Field appertaining to the 2nd share of the land bearing No. 3.	Field belonging to Balaji Patrudu.	
	4	Kavutim polam as well as Gullavari polam.	1	Ridge of field of Behara Appayya's pallam.	Southern ridge of polam belonging to Alavelli Sitanna Garu.	Prathapasagaram ridge.	Southern ridge of Mangali Jammadi polam.	
			3	Ridge of field of Ajjuda vari polam.	Northern ridge of Gullavari polam.	Eastern ridge of the second *Boddai* included in the fourth share on the eastern border of seri and dry (lands).	Eastern ridge appertaining to the second share in the east of seri and dry (lands) of the fourth share.	
			4	Ajjudavari polam (field).	Pratapasagaram *lopu kunchiki*.	Seri and dry ...	Ridge of field appertaining to the 3rd share.	
	5	Geddapolam ...	1	Field in this share and the field in the two shares.	Field of the second share.	Eastern border of this land's *yuddai*.	*Gathaju thirastu* of Kurpam.	
			3	Half of this *madi*...	Big field appertaining to this share.	Big field of the second share.	*Baka* of the 2nd share.	
			4	*Gedda*	Field of the third share.	*Baka* of this field ..	*Baka* of the 2nd share.	
	6	Alluvada village.	1 3 4	*Jeroyati* lands of Thulabali village.	*Jeroyati* lands of Lakshmipuram, Lingalavalsa and China Merangi villages.	Lands attached to China Merangi village and the eastern bund of the small channel.	Lands of Dumma village and those of Chendrasekhararajupuram and Basavarajupuram.	
	7	Sitarampuram Agraharam.		...	...	...	...	

In which Registration village.	Number.	Plots.	Shares into which Division is made by the Panchayatdars.	East.	South.	West.	North.	Cist.
Nidugullu.	1	1 plot-wet land of Manyam purchased. For half share.	1	*Akaram* land of Barla Appala Naidu and the *akaram* of the said Appala Naidu which is below the bund of Appala Charlu's *banda* (small tank.)	The said Appala Naidu's *akaram* land.	Ridge of field in the middle of two shares.	*Jeroyati* Yerragaruvu dry land and *vascha* (*sic*) of two shares.	
	2	2 plots of dry land. 1 Plot of land.		Guragu mettu ...	Guddai gattu appertaining to two shares.	Eastern ridge of *Jeroyati* guddai.	Fence of the mango garden laid by Niduganti Patnayakuni Kristniah.	
	3	For one plot...	1	Western ridge of the *guddai* appertaining to the 2nd share.	Guddai gattu of the carpenter's manyam.	Eastern ridge of *Jeroyati guddai.*	Pathway.	
	4	One plot of *veda* land. The half under the bed of Varada Dalayya's tank.		Varada Thalayya tanks *thavudu gadi.*	Street in which people walk.	Dry land of the said manyam obtained by purchase.	Ridge of dry land appertaining to the 2nd share of the said manyam.	
	5	Half of 1 plot of dry land.		Up to the row of dry lands near the *kammu* of Varada Thalayya's tank.	*Meraka* (dry) *bodi mettu* appertaining to the 2nd share.	Dry land near Yerramanti garden.	Pallnasapu border of the dry land near the *akaram* lands belonging to Barla Thaviti Naidu and others.	

Deputy Registrar.

	6	Half share of 1 plot of wet land.	2	Western ridge of the eastern share of the said manyam which was purchased.	Northern ridge of Barla Appala Naidu's *akaram* land.	Ridge of Anantha Patrudi's banda (tank) and the bund of Borra Chintacheruvu.	Water channel near the barber's field, the border of Yerragaragu dry land and guddai gattu of the 2nd share.	
		One plot of dry land.		Border of Varada Thalayya's tank.	Konda gedda ...	Tank bund of the 2nd share.	Street ...	
		One plot of Veda land.		Varada Thalayya's Cheruvu gadi.	Ridge of the *Veda* land appertaining to the 2nd share.	Dry land included in the said purchased land.	Dry land appertaining to the two shares.	
		One plot of dry land.		Veda land in the said purchased land appertaining to the 2nd share.	*Jeroyati* dry land and Metta guddais in the said purchased land.	*Mettu sirassu* near Yerramanti garden.	Bodi ant-bills within the southern boundary limit of the 2nd share.	
Gedda Thiruvada.	1	Particulars of boundaries of settled Inam land. 1 plot of wet land.	1	Western bund of *Kunchaka madi* under the *Jeroyati Borathanikarra* in the village of Ankavaram, known as *buntha.*	From the southern border of the ridge of land near the eastern side of *Jeroyati* Gumpini jorai of gedda Thiruvada to the tamarind tree on the southern border of Mettu guddai which is on the southern border of Bankuruvani banda; from that tamarind tree, 3 tamarind young plants on the south of the southern border from Rellakarra *banda*; tall tamarind tree to the east of these, small tamarind stem to	Ridge of field of the eastern road of Gumpini Jorai Jeroyati.	From the tamarind tree stem in the north-east of the ridge of field near the said Gumpini Jorai *Jeroyati* to the southern bund of Bariki *manyam Yada madi* within Rellakarra. Margosa plants on the southern bund of Barikivadi manyam mettu guddai which is on the east of that (?), tall wood-apple tree on the east of that; *muka* chintas on the east of that; from the northern border of Rellapolam *guddai*	

In which Registration village.	Number.	Plots.	Shares into which Division is made by the Panchayatdars.	East.	South.	West.	North.	Sist.
					the east of that; field extending to the tamarind tree which is the boundary limit of Ankavaram to the east of that; the *Jeroyati barrai* of the said Ankavaram, its *karra* and *Godai Paidpa* on the south of the western ridge of its *banda*.		which extends from there along the road on which men walk, to Jeroyati field which is in the bed of Gorlavari tank; from the ridge which forms the boundary of these two, the dry land along east side of this; Gorlavani *polam* of the said Jeroyati near two anthills to the south of this dry land up to the corner where this *Kella-polam* joins.—Included in these boundaries.	
	2	1 plot of dry land.		Western bund of the dry land attached to the Bari kivadis *manyam*.	Ridge of wet land of the Jeroyati western Murugada polam.	Gramathevatha *vanam* (forest.)	Vatti gedda.	
	3	1 plot ...		Western bund of Gullasangu Naidu's *Akaram Guddais*.	Guddaigattu of Jeroyati Murugada polam.	Ridge of field of Jeroyati Murugada polam.	Akaram Guddai gattu of Gullasangu Naidu.	

Deputy Registrar.

	4	1 plot with mango plants.		Young mango plants of Jeroyati laid by Gorla Pedda Adivi.	Patti gedda.	Do. gedda.	Mettuguddai and the mango young plants thereon of Jeroyati Gorlavani Istuva.
	5	One plot of guddai with young mango plants under the bed of Bukuru Poli Naidu's tank.		Mettuguddai of Bukuru polam Jeroyati.	Nissankuni Ramachendra Patruni Gari manyam guddai gattu.	Water-spread of Bukuru Poli Naidu's tank.	Cattle path.
	6	1 plot of Chintamanu guddai with mango trees.		Border of dry land of Barikivadi's manyam.	Dry land of Barikivadi's manyam and the ridge of dry land, attached to Jeroyati Gorla Vadi tank.	Jeroyati *mamidi manu guddai gattu.*	Cattle path.
Rajayya Peta.	1	Dry land ...	1	*Jeroyati guddai gattu.*	Do. ...	Ridge of tamarind trees in the Jeroyati.	*Vippa* tree *gattu* (ridge of) wet land on *Jeroyati guddai gattu.* On the eastern side-ridge of Jeroyati field *i. e.*, ridge of path on which people walk. On the south, Jeroyati madi gattu *i. e.*, ridge of field with margosa plants. On the north, dry land of Jeroyati and Bariki Inam land and ridge of field which was formerly *Jeroyati* but subsequently given as *missal* (?) which is to the west of the *kunchika* of the mango garden belonging

RECORD.
PART I.
In the District Court of Vizagapatam.
No. 148.
Plaint Schedule A, dated 20th November 1888.—*continued.*

In which Registration village.	Number.	Plots.	Shares into which division is made by the Panchayatdars.	East.	South.	West.	North.	Sist.
							to Markonda Patnayakuni Pattabhiramayya, which is on the eastern-side, from the ridge of field which is close to this dry land.	
Gangammavalsa.	1	Boundaries of Gangammavalsa village.	3	Jeroyati guddai; the said Jeroyati guddai is now left as cattle waste.	Jeroyati Veda gattu of Yijjuvaru in Akkamthoravalsa.	'ge of *jeroyati* Ri t. land. we.	Piyyapa tree on the bund of Gourasagaram.	
Kanapadoravalsa.	1	Boundaries of all the lands of Kanapadoravalsa village—one plot of dry land.	4	Banyan tree *guddai jeroyati.*	Mango garden attached to the jeroyati.	of *jeroyati* Ridge d. wet land	Cattle-path.	
		One plot of wet land.		Bharinika *putta* (ant-hill) on the border of dry land.	Nitimatti (water-spread) of the Akuram tank in Peda Merangi village.	From Rama goni-Chervuvalu up to mu gattu Raju *i. e.*, Mamidikara, *Bantha gattu.*	The said *bantha gattu.*'	
Gadisingupuram.	1	...	..	As this is a whole village, no boundaries are given. If they r are necessary, they will be given hereafter.				

12-0.

Note.—The sist — all these lands is Rs. 1,783- -14-0.
Their value at 15 times the income is Rs. 26,746

Deputy Registrar.

It is prayed that Plaintiff may be decreed three-fourths of this.

(Signed) A. Suryanarayana, *Pleader.* (Signed) Kha. Sri Rajah Setrucherla Jogi Raja Bahadaru Garu.

These statements are true to the best of my knowledge and belief.

(Signed) Kha. Sri Rajah Setrucherla Jogi Raja Bahadaru Garu.

Boundaries of Gadisingu village.	...	...	Lakshimidevi Mettu Sikharam.	Boundary stones of Kothipirra Manu Karigi Boyina field.	Vatti Gedda ...	Margosa trees and sandbi stones which are at the border of Jeroyati *gottai manu* dry land attached to Thungabhadra village.
Sitarampuram.	One plot of dry land.		Thulasi Guddai—eastern path of the said Istuva.	A portion of the northern path of Kurpam.	Peddi Reddi Vani Punugattu.	Nagavali river.
	1 plot of wet land.		Yitikaguddai of Thambavanipolam Istuva of Kothulagoda attached to Palakonda.	Dry land of Murtena polam.	Saparayi dry land below Peddi Reddi Vani Punu attached to the said field.	Nagavali river.

(Signed) P. APPADU,

Pleader.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 149. Plaint Schedule B, dated 20th November 1888.

No. 149.

Plaint Schedule B.

TO THE DISTRICT COURT OF VIZAGAPATAM.

Sri Rajah Setrucherla Jogi Raju Bahadur Garu ... ... *Plaintiff.*

versus

Sri Setrucherla Ramabhadra Raju Bahadur Garu and others... *Defendants.*

Inam statement filed by Plaintiff subsequently.

Number.	Names of lands bought by 1st Defendant subsequently to the Panchayat award.	Cist for 1 year			Value.			Remarks.
		Rs.	A.	P.	Rs.	A.	P.	
1	Alluvada villlage—in respect of.—							
	1. Lands purchased from Mupparti Appayya and Do. Gopayya	133	5	4	2,000	0	0	
	2. Kunchimanupalam Isthuva purchased from Marri Dalayya	20	0	0	300	0	0	
	3. *Thirasthu* lands purchased from Thokala Somayya ...	13	5	4	200	0	0	
	4. *Thirasthu* land purchased from Bondili Bodemma and Bondili Pandemma	13	5	4	200	0	0	
	5. Kunchimanupolam purchased from Amitim Byragi ...	8	0	0	120	0	0	
	6. Chittageddapolam in Gangammapet called Alluvada hamlet, purchased from Botsa Sarayya absolutely.	13	5	4	200	0	0	
	7. Karakkayapolam obtained by an absolute sale deed from Gangireddi Kannayya and Gangireddi Latsayya	20	0	0	300	0	0	
2	Haripuram.—Its hamlet—Appaladoravalsa.							
	1. Mangalipolam, Gopalakrishnmapolam, Jurala Manupolam, Regumanupolam and Peddamadi *Isthuva* from Palapalli Venkamdora and others ...	80	0	0	1,200	0	0	
	2. Regumanupolam *Isthuva* obtained by absolute purchase from Mardana Sanyasi and 3 others ...	13	5	4	200	0	0	
	3. Thummikamanupolam Purchased from Achanti Gangaraju	20	0	0	300	0	0	

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 149. Plaint Schedule B, 20th November 1888. —*concluded.*

Number.	Names of lands bought by 1st Defendant subsequently to the Panchayat award.	Cist for 1 year.			Value.			Remarks.
		Rs.	A.	P.	Rs.	A.	P.	
	4. Vankamadi *Isthuva* obtained by absolute purchase from Juligapu Chinna Jogi Dora	26	10	8	400	0	0	
	5. Savantapolam *Isthuva* obtained by absolute purchase from Palavalsa Venkam Dora	40	0	0	600	0	0	
	6. Pilaka Jorai *Isthuva* purchased from Julligapu Panta Jogi and others	33	5	4	500	0	0	
3	1. Half share of lands obtained by decree in Thodum village after excluding Behara Radhakrishnamma's land in Thodum village	466	10	8	7,000	0	0	
	2. Land which was obtained at a Court auction and which belonged to Therli Appayya and others ...	86	10	8	1,300	0	0	
4	Half share in lands in Sivarampuram village—Kotupam hamlet, and half share in Rebbavanathara village obtained at an auction held by the District Munsif's Court of Parvatipur	7	5	4	110	0	0	
5	Value of Gadaba *Thirasthu* in Peddavalsa, obtained by purchase in the hamlet of Kurpam	[illegible]			2690	0	0	
	One-third in these	[illegible]	5	4	18,920	0	0	

Note.—The boundaries of these w.. obtained and filed before the hearing.

(Signed) Kha. Sri Rajah Setrucherla Jogi Raju Bahadaru Garu.

I state that the matters above stated are true to the best of my knowledge and belief.

(Signed) Kha. Sri Rajah Setrucherla Jogi Raju Bahadaru Garu.

(Signed) K. Appadu,

(„) A. Suryanarayana,

Pleader.

20*th November* 1888.

A. 81—80

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 150. Plaint Schedule C, 20th November 1888.

No. 150.

Plaint Schedule C.

TO THE DISTRICT COURT OF VIZAGAPATAM.

Sri Rajah Setrucherla Jogi Raju Bahadur Garu ... ... *Plaintiff.*

versus

Sri Rajah Ramabhadra Raju Bahadur Garu and another ... *Defendants.*

List of houses, gardens &c., filed by Plaintiff.

No.	Name of the Sub-Registration village.	Names of gardens or houses.	Value.			Remarks.
			Rs.	A.	P.	
1	Thalladumma in the Sub-Registration District of Parvatipur, in Vizagapatam.	Tiled house	500	0	0	
2	Do. Merangi ...	House in Brahmins' street ...	40	0	0	
3	Do. ...	House	60	0	0	
4	Parvatipur ...	Tiled house	150	0	0	
5	Merangi	Do.	50	0	0	
6	Do.	House purchased from Medapalli Kurmayya.	170	0	0	
7	Do.	House and garden purchased from Yerramsetti Abbi.	155	0	0	
8	Vizagapatam Gramam	Value of the three shares in the house in the High road settled for Rs. 2,500 by the Panchayatdars, after deducting the share of the minor Zamindar.	1,875	0	0	
9	Merangi attached to Parvatipur.	Chendrasekhara Rajapuram ...	150	0	0	
10	Parajipadu ...	Mango garden	100	0	0	
11	Gourrammapet ..	Do.	150	0	0	
12	Merangi	Gunna mango garden .	150	0	0	
13	Do.	Segidivadi garden	50	0	0	
14	Peda Merangi ...	Gotula mango garden ...	100	0	0	

Deputy Registrar.

RECORD.

PART I.

In the District Court of Vizagapatam.

No. 150. Plaint Schedule C, 20th November 1888.—*concluded.*

No.	Name of the Sub-Registration village.	Names of gardens or houses.	Value.			Remarks
			Rs.	A.	P.	
15	Chinna Merangi ...	Coconut garden	200	0	0	
16	Parmayamachi ...	Kuma garden	200	0	0	
17	Alamantu	Garden containing orange and cocoanut trees.	100	0	0	
			4,200	0	0	Plaintiff's one-third share in these properties is Rs. 1,400 (*tora.*) Their boundaries will be submitted hereafter. 20—11—88. (Sd.) K. APPADU, *Pleader.*

No. 151. Plaint Schedule D, 20th November 1888.

No. 151.

Plaint Schedule D.

TO THE DISTRICT COURT OF VIZAGAPATAM.

Sri Rajah Setrucherla Jogi Raju Bahadur Garu ... ... *Plaintiff.*

versus

Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu and another ... ... *Defendants.*

List of particulars filed by Plaintiff in respect of the three shares of the parties on both sides, according to the Panchayat award, in the moveable property kept in the possession of the 1st Defendant, and of the cists, &c.

No.	Cists and particulars of things.	Value.		
		Rs.	A.	P.
1	Of the jewels in the family, those given to the minor and to the ladies being excluded, the value of the remaining ornaments is Rs. 6,438-8-0. From this, Rs. 1,609-10-0 being deducted for the one-fourth share of the minor, the value (held in common) of the three shares of the Plaintiff and Defendants is	4,823	14	0
2	Value of precious stones (held in common) which fell to the three shares of both parties	936	6	0
3	Silver articles	1,003	14	0

No.	Cists and particulars of things.	Value. Rs.	A.	P.
4	Value of brass articles	1,292	8	10
5	Value of the three shares after excluding the minor's Rajalanchanam and his share, in cots, mattresses, big-boxes, &c.	175	14	0
6	Value of the three shares after excluding the minor's Rajalanchanam and his share, in the vehicles	112	8	0
7	Value of the three shares in the *seri* carts	473	4	0
7a	Value of the three shares in the books after excluding the minor's share ..	82	8	0
8	Value of the three shares in guns	380	2	0
9	Value of the three shares in *Tharacarla* after excluding the minor's share...	122	8	0
10	Property belonging to the three shares of the Plaintiff and Defendants received by the 1st Defendant from the Collector by granting him a receipt on 27th November 1875	9,408	6	10
11	Cash in the hands of the Defendants as per paragraph 5 of the Panchayat award	55,333	2	4
12	Amount of the documents received by 1st Defendant from the Collector on 30th November 1875, by granting him a receipt	53,000	0	0
13	Amount of the 3 shares for Plaintiff and Defendants decided to be given by 1st Defendant as per paragraphs 8, 9, 10, 12, 13, 19, 31 and 32 of the award of the Panchayatdars	89,729	5	3
14	Cists realised by the 1st Defendant from the *Inams* allotted in the division effected by the Panchayatdars, at Rs. 1,783-2-9 per year, *i. e.*, from fusli 1284, beginning of October 1874 to end of fusli 1298	37,615	9	3
15	Profits realised by the 1st Defendant, subsequently to the Panchayat decision, from the *Inams* held in common for 15 years at an average of Rs. 1,233	26,746	14	0
16	Total of profits for 15 years from 1874, the date of the Panchayat, at Rs 13,160 a year, for the Plaintiff and Defendants, from the lease of the Merangi estate by the 1st Defendant	18,495	0	0
		1,97,400	0	0
		4,87,728	1	8

(Signed) Sri Rajah Setrucherla Jogi Raju Bahadaru Garu.

(Signed) A. Suryanarayana Rao,
(„) K. Appadu, } *Pleaders.*

The Plaintiff, Sri Rajah Setrucherla Jogi Raju Bahadaru Garu states that the matters contained in this schedule are true to the best of his knowledge and belief.

(Signed) Sri Rajah Setrucherla Jogi Raju Bahadaru Garu.

No. 152.

Plaint Schedule E.

IN THE VIZAGAPATAM DISTRICT COURT.

Original Suit No. 1 of 1889.

Particulars of property held in common and dealt with by 1st Defendant on leases &c., filed by the Plaintiff, Sri Rajah Setrucherla Jogi Raju Bahadur Garu.

No.	Names of Villages.	Names of the executants of mortgages and leases.	Date of bond.	Amount of bond received in return. Rs.	A.	P.	Amount returned by villagers. Rs.	A.	P.	Total.
1	Alluvada village	In respect of land leased on bond to Thamiri Gouramma	...	240	0	0				
		In respect of Gangi Reddi Kannayya and Intsanna	6— 4—81	150	0	0				
2	...	Thimiri Appanna	...22— 3—85	468	0	0	838	0	0	
3	...	Juligapuram China Jogi Dora ...	9—12—75	150	0	0				
4	Haripuram ...	Palavalsa Bangari Dora and Surappa Dora ...	12— 8—76	500	0	0				
5	...	Brothers of Juligapu Peda Jogi Dora... ...	23—12—76	300	0	0				
6	...	Do. China Jogi Dora	2— 2—77	100	0	0				
7	...	(*torn.*)	(*torn.*)	767	8	0				
8	...	(*torn.*)	Do.	1,020	0	0				
9	...	Purchased from Do. Appanna Patrudu ...	...23— 4—78	400	0	0				
10	...	Palavalsa Surappa Dora								

No.	Name of Villages.	Names of the executants of mortgages and leases.	Date of bond.	Amount of bond Received in return.			Amount returned by villagers.			Total.
				Rs.	A.	P.	Rs.	A.	P.	
11	... ...	Brothers of Juligapu Peda Jogi Dora	14— 3—79	300	0	0				
12	... ...	Palavalsa Venkanna Dora	5— 9—86	240	0	0	3,777	8	0	
13	Vuddavalu	Veeravarathodramal Janartha Dhatraju Bahadur Garu	24— 2—76	7,500	0	0				
14	... ...	Do. do.	30— 3—79	12,000	0	0	19,500	0	0	
15	Maripenta	Mupparti Apparayudu	18— 3—79	1,500	0	0	1,500	0	0	
16	Hamlet of Thotavalli, Gourapuram Agraharam.	Chirravuri Lingamurti	...	3,000	0	0	3,000	0	0	
17	Mkaundar Pati *manyam*	Behara Appanna Patrudu	7—10—76	450	0	0	450	0	0	
18	Peda Merangi Village	(*torn*)	(*torn*)	750	...	...	750	.	..	
19	Sunka Agraharam Kotadivalsa ...	Viswanadham Venkatachenulu Garu	...	5,000	0	0	5,000	0	0	
20	Venkamma Peta	Adapa Venkatachelam	2— 7—74	600	0	0	600	0	0	
21	Gunanupuram Agraharam ...	Challavilla Ramamurti Garu	5— 6—81	900	0	0	900	0	0	
22	Thotavilli hamlets	Subuddhi Nilakanta Patrudu	12—11—77	1,800	0	0	1,800	0	0	
23	Bommika and other villages ...	Achanti Gangaraju...	5— 4—80	1,800	0	0	1,800	0	0	
24	Parasapadu	Singumahanti Ramayya	13— 8—80	300	0	0	300	0	0	
25	Santoshapuram	Subuddhi Ramakrishna Patrudu	24— 5—81	300	0	0	300	0	0	
26	Merangi	Madhusudana Balaji Patrudu	17— 3—82	400	0	0	400	0	0	
27	Janakarajapuram in Chendrasekharajapuram Agrabaram.	Two persons, *viz.*, Nissankuni Sitamma and Krishna Sahu.	13— 2—82	539	1	4	539	1	4	

322

Deputy Registrar.

28	Purnapadam Panuganti Pydamma (and) Sundarayadu.	Panuganti Sundarayadu (and) Pydemma ...	11— 7—82	1,000	0	0	1,000	0	0	
29	Do.	Do. ...	11— 7—82	2,000	0	0	2,000	0	0	
30	Kanakadri Banda Merangi ...	Talagapu Kanakadri	...	300	0	0	300	0	0	
31	Hamlet of Kotadivalsa in Sunka Agraharam.	Visvanadham Venkatachayanulu Garu ...	13— 6—83	6,551	14	1	6,551	14	1	
32	Addapunla	Viravara Thodramal Thanunjaya Dhatraju Bahadur Garu.	3— 4—82	15,000	0	0	15,000	0	0	
33	Merangi	Achanta Gangaraju Garu	7—10—84	1,500	0	0	1,500	0	0	
34	Thotupalli Inam	Junishti Patrudu	18—14—84 (*sic*)	600	0	0	600	0	0	
35	China Merangi land	Markonda Patti Pattabhiramayya	...	1,200	0	0	1,200	0	0	
36	Merangi land	Karri Manganna Patrudu	30— 9—85	500	0	0	500	0	0	
37	Do.	Punnitim Thaviti Nayudu	...	600	0	0	600	0	0	
38	Dokisila and other lands ...	Kadiyala Venkatramayya	13 — 3—86	1,000	0	0	1000	0	0	
							79,226	7	5	

323

List of transactions filed by Plaintiff showing that he is entitled to Rs. 50,000 for his share as per this list E out of Rs. 1,50,000 at Rs. 10,000 a year derived from dealings with these properties.

(Signed) Kha. Sri Rajah Setrucherla Jogi Raju Bahadaru Garu.

I state that the matters stated above are true to the best of my knowledge and belief.

(Signed) Kha. Sri Rajah Setrucherla Jogi Raju Bahadaru Garu.

(Signed) A. Suryanarayana,
(„) K. Appadu, } *Pleaders.*

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 153. Memorandum of Appeal, 1st May 1893, against the decree of the District Court of Vizagapatam.

PART II.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

No. 153.

MEMORANDUM OF APPEAL.

Before the District Court of Vizagapatam.

Original Suit No. 1 *of* 1889.

Before the High Court of Judicature at Madras.

Appeal Suit No 81 *of* 1893.

		In the Court of first Instance.	*In the High Court.*
1.	Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.	*Defendants.*	*Appellants.*
2.	Sri Rajah Somasekhara Raju Garu Bahadur Garu.		
1.	Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu.	Minors, by their guardian the Collector of Vizagapatam and agent to the Court of Wards—*Vide* order, dated 24th July 1895, on C. M. P. No. 340 of 1895.	*Plaintiffs.* *Respondents.*
2.	Sri Rajah Jagannadha Raju Bahadur Garu.		

The abovenamed appellants appeal to the High Court of Judicature at Madras against the decree of the District Court of Vizagapatam, dated 24th November 1892, on the following grounds :—

1. The decree of the Lower Court is against the weight of evidence and the probabilities of the case.

2. The issues were incorrectly framed and were insufficient.

3. The Lower Court misunderstood the document B1, and its effect upon the relative positions of the parties to this suit.

4. Exhibit B1 was not a "contract" as erroneously supposed by the Lower Court. It was a family arrangement entered into by the Original Plaintiff and the Defendants whereby they agreed to remain united for a period of 12 years.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 153. Memorandum of Appeal, 1st May 1893, against the decree of the District Court of Vizagapatam.—*continued.*

5. The award of the arbitrators merely stated what the respective shares of the parties to this suit and of the minor Zamindar were in the land and goods admitted to be partible in the dispute regarding the partition of the Zamindari, if partition of such property was decided upon. Appellants submit that this did not amount to a division so far as the parties to B1 were concerned, but if this Court be of opinion that it did effect a division, then Appellants submit that the said parties re-united, and Plaintiff's proper course was to sue for a partition.

6. No suit for the specific performance of the family agreement evidenced by B1 can be maintained.

7. The parties to the said agreement B1 were not legally debarred thereby from at any time seeking a partition of property therein left undivided and a separation in interest.

8. Until such division was effected, the parties to the said family agreement remained members of an undivided Hindu family, of which the 1st Defendant was the head and managing member, and not a "trustee" appointed under B1 as erroneously supposed by the Lower Court.

9. The Plaintiff could only claim a division, partition of the joint property existing at the time of suit, and delivery of his share thereof.

10. The Lower Court erred in treating the 1st Defendant as a "trustee" for and agent of the Plaintiff, and manager for him of any specific property to which under the award of the arbitrators and in the absence of the family agreement the Plaintiff might have been entitled.

11. The issues do not raise the question as to whether under the above circumstances the lease of the Zamindari by the 1st Defendant and the banking business said to have been carried on by him were taken or conducted by him for and on behalf of the undivided family of which he was the managing member or for himself.

12. If the family agreement to remain undivided was not carried out, and the parties thereto received the shares allotted to them by the award of the arbitrators, and dealt separately therewith, they became divided, and property subsequently acquired by the 1st Defendant was his self-acquisition to a share in which the Plaintiff is not entitled.

13. In consequence of the erroneous view taken by the Lower Court as to a supposed "contract," no issues were framed as to the rights of the parties when the family agreement to remain undivided ceased to be acted upon.

14. In consequence of the said error, the Lower Court framed no issues as to the legality of the condition in B1 debarring for 12 years the parties thereto from exercising their legal right of claiming a division.

15. In consequence of the said error, the Lower Court framed no issue regarding the consideration for such an agreement.

16. The Lower Court erred in assuming that such a condition was legal and binding on the parties and can be specifically enforced.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 153. Memorandum of Appeal, 1st May 1893, against the decree of the District Court of Vizagapatam — *continued.*

17. The erroneous view taken by the Lower Court of the effect of the family agreement materially affected that Court's appreciation of the evidence to the disadvantage of the 1st Defendant.

18. The erroneous view taken by the Lower Court of the family agreement caused that Court to decide the second issue erroneously.

19. Even if B1 can be specifically enforced, there is no provision therein for the payment of interest by the 1st Defendant to the other parties to that family arrangement.

20. The Lower Court's decision regarding some supposed "agreement to rescind" the supposed "contract" evidenced by B1 is erroneous.

21. The plea of estoppel not having been set up by the Defendants, and not arising on the pleadings, the Lower Court erred in framing and deciding any issue relating thereto.

22. The Lower Court erred in holding that, if the 1st Defendant got any of the Plaintiff's property after the execution of B1, it must be presumed that he got possession of the whole of the Plaintiff's property and under the terms of B1. (*sic*) No such presumption as that put forward by the Lower Court arose.

23. Document K contains no admission that 1st Defendant was then in possession of any property belonging to the Plaintiff.

24. The Lower Court erred in assuming that when the 1st Defendant wrote document L "he must have been acting as Plaintiff's trustee or manager."

25. The Court misunderstood the 1st Defendant's explanation regarding the refund for the land in Kanapadoravalsa, and erred in holding that the receipt by him from the Collector of the amount refunded was an admission by him that the agreement evidenced by B1, was in operation in 1878.

26. The Lower Court erred in holding that the 1st Defendant made any admission.

27. The Lower Court erred in assuming that Exhibits 10, 10*a*, 10*b*, 10*c*, were due to some mistaken view of the position of the Plaintiff and Defendants by the Deputy Tahsildar, and not to the fact that the family arrangement had fallen through, and the parties thereto had become divided in interest.

28. The Lower Court misunderstood Exhibit O.

29. The 1st Defendant's plea put forward in Exhibit P was sufficient for the purposes of his then defence, and no inference adverse to his present defence can be fairly drawn therefrom.

30. The Lower Court erred in holding that under Section 114 (*g*), Indian Evidence Act, it may be legally presumed from 1st Defendant's failure to produce receipts given for revenue (quit-rent) that if they had been produced they would have shown "that he paid on account of the three shares and managed them." Their non-production was explained by the 1st Defendant who filed receipts marked as Exhibits 5 to 9 granted to the Plaintiff for his one-third share by the Revenue authorities for land revenue paid on the lands claimed by the Plaintiff in this suit. The remarks of the Lower Court with regard to the production of these documents are not warranted by the evidence on the record.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 153. Memorandum of Appeal, 1st May 1893, against the decree of the District Court of Vizagapatam. — *concluded.*

31. If Plaintiff was entitled to maintain the suit in its present form and to recover any part of his claim from the 1st Defendant he clearly was not entitled to a decree for any part of the sum of Rs 10,000 which he admittedly realized himself and payment of which to the 1st Defendant he failed to prove.

32. The Lower Court was not warranted in assuming, as it apparently did, that Exhibit I was fraudulently prepared. The family arrangement fell through in December 1875 and Plaintiff became the owner of the property referred to in Exhibit I. His ownership could not be affected by the fact that the house was not delivered to him until July 1876.

33. The Lower Court erred in holding that the 1st Defendant, and not the Plaintiff, satisfied the decrees referred to in the judgment (see Exhibits 4, 4*a*, 4*c* and 2*h*), but having found that the 1st Defendant satisfied the said decrees, it erred in not giving credit to 1st Defendant for the sums so paid by him on behalf of the Plaintiff.

34. The Lower Court erred in holding that the receipts marked 12 and 13 respectively are not genuine.

35. The Lower Court erred in holding that "the 1st Defendant is estopped from saying that the said agreement is not enforceable."

36. The Lower Court erred in holding that it was the duty of the 1st Defendant to get the Government Promissory Note (Item No. 12) deposited in Court transferred to him, and in assuming that he did so.

37. The Lower Court erred in giving the Plaintiff a decree for a share in the yearly profits accruing on the lease of the Zamindari obtained by the 1st Defendant.

38. The Lower Court was not warranted by any evidence on the record in stating that the 1st Defendant "made a tool" of the Plaintiff's first and discarded wife, and in holding that in the present suit the 1st Defendant utilised her by trying to make it appear that the exhibits which he held as manager of the Plaintiff's land, had come from Plaintiff's custody through his first wife.

39. The Lower Court erred in passing any decree against the 2nd Defendant. That Defendant was entitled to his costs.

(Signed) J. H. SPRING BRANSON,
Counsel for Appellants.

MADRAS, *1st May* 1893.

	Rs.	A.	P.
For value of $\frac{1}{3}$rd share of the lands and houses	16,622	4	8
For value of $\frac{1}{3}$rd share of land rent on lands held at the time of award	1,35,457	7	9
Mesne profits for four years at Rs. 1,095-6-0 a year ...	4,021	8	0
Interest upon it	241	4	8
Costs of 2nd Defendant	500	8	0
	1,56,843	1	1
Stamp duty thereon is Rs...	1,725	0	0

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 154. Petition on behalf of the minor Plaintiffs to appoint the Collector of Vizagapatam as agent of the Court of Wards, guardian of the minor Plaintiffs, 6th March 1895.

No. 154.

Petition for the appointment of guardian for the minor Plaintiffs.

MEMORANDUM OF CIVIL MISCELLANEOUS PETITION.

Under Section 456 *of Act XIV of* 1882.

Before the High Court of Judicature at Madras.

Appeal No. 81 *of* 1893.

Before the High Court of Judicature at Madras,

Civil Miscellaneous Petition No. 340 *of* 1895.

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu,

Minors by F. D. A. O. Wolfe-Murray, Esquire, Collector of Vizagapatam and Agent to the Court of Wards.

Respondents (Petitioners.)

versus

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu and
3. Sri Rajah Setrucherla Gangayamma Garu.

Appellants (Counter-Petitioners.)

The humble petition of the Respondents abovenamed most respectfully showeth :—

1. That, in Appeal Suit No. 81 of 1893, on the file of this Honourable Court, the minor Respondents were represented by their mother and guardian Gangayamma Garu.

2. That subsequent to the filing of the said appeal, the Court of Wards took charge of the estate belonging to the said minor Respondents under G. O. No. 896 (Revenue), dated 22nd December 1894, and the Collector of Vizagapatam, as Agent of the Court of Wards, is as such the Collector of the said minor Respondents in the said Appeal No. of 1893.

3. The Petitionors therefore pray that this Honourable Court may be pleased to substitute the name of the Collector of Vizagapatam and Agent to the Court of Wards as guardian of the said minor Respondents in the said appeal for and instead of Gangayamma Garu and to proceed with the said appeal.

(Signed) C. Rama Rao Sahib,
Vakil for the Petitioners.

6th March 1895.

Deputy Regi

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 155. High Court's Order, 24th July 1895.

No. 155.

Order appointing the Collector of Vizagapatam and Agent to the Court of Wards as guardian of the minor Respondents.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Tuesday, the twenty-fourth day of July,

One thousand eight hundred and ninety-five.

PRESENT :—THE HONOURABLE Mr. JUSTICE BEST.

Civil Miscellaneous Petition No. 340 *of* 1895.

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu and another, minors, by the Collector of Vizagapatam and Agent to the Court of Wards.

Petrs. (Respts. in Appeal No. 81 *of* 1893.)

(*In the matter of Appeal No.* 81 *of* 1893).

(*Original Suit No.* 1 *of* 1889, *on the file of the District Court of Vizagapatam.*)

Application praying that, in the circumstances stated therein, the High Court will be pleased to appoint the Collector of Vizagapatam and Agent to the Court of Wards, guardian to the minors, Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu and Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu, Respondents, in the place of their mother and guardian Gangayamma Garu, in Appeal No. 81 of 1893.

This application coming on for hearing : Upon perusing the application, and upon hearing the arguments of Mr. C. Ramachendra Rao Sahib, Vakil for the Petitioners, it is ordered that the Collector of Vizagapatam and Agent to the Court of Wards, be appointed guardian to the minors Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu and Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu, Respondents, in the place of their mother and guardian Gangayamma Garu, in Appeal No. 81 of 1893.

By the Court.
(Initialled) C. G. T.,
Deputy Registrar,
Appellate Side.

To

The District Judge of Vizagapatam.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 156. Decree of the High Court in A. S. No. 81 of 1893, 29th October 1895, confirming the decree of the District Court and dismissing the appeal with costs.

No. 156.

High Court's Decree.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Tuesday, the twenty-ninth day of October,

One thousand eight hundred and ninety-five.

PRESENT:—

THE HONOURABLE MR. JUSTICE SHEPHARD,

AND

THE HONOURABLE MR. JUSTICE BEST.

Appeal No. 81 *of* 1893.

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu. } *Appellants (Defendants.)*

versus

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu. } *Minors by their guardian the Collector of Vizagapatam and Agent to the Court of Wards. Vide order on C. M. P. No.* 340 *of* 1895, *dated 24th July* 1895. } *Respts. (Plffs.)*

Appeal against the decree of the District Court of Vizagapatam in Original Suit No. 1 of 1889.

Grounds of Appeal.

1. "The decree of the Lower Court is against the weight of evidence and the probabilities of the case.

2. "The issues were incorrectly framed and were insufficient.

3. "The Lower Court misunderstood the document B1, and its effect upon the relative positions of the parties to this suit.

4. "Exhibit B1 was not a "contract" as erroneously supposed by the Lower Court. It was a family arrangement entered into by the original Plaintiff and the Defendants whereby they agreed to remain united for a period of 12 years.

5. "The award of the arbitrators merely stated what the respective shares of the parties to this suit and of the minor Zamindar were in the land and goods admitted to be partible in the dispute regarding the partition of the Zamindari,

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 156. Decree of the High Court in A. S. No. 81 of 1893, 29th October 1895, confirming the decree of the District Court and dismissing the appeal with costs. —*continued.*

if partition of such property was decided upon. Appellants submit that this did not amount to a division so far as the parties to B1 were concerned, but if this Court be of opinion that it did effect a division, then Appellants submit that the said parties re-united, and that Plaintiff's proper course was to sue for a partition.

6. "No suit for the specific performance of the family agreement evidenced by B1 can be maintained.

7. "The parties to the said agreement B1 were not legally debarred thereby from at any time seeking a partition of property therein left undivided and a separation in interest.

8. "Until such division was effected, the parties to the said family agreement remained members of an undivided Hindu family of which the 1st Defendant was the head and managing member, and not a 'trustee' appointed under B1 as erroneously supposed by the Lower Court.

9. "The Plaintiff could only claim a division, partition of the joint property existing at the time of suit, and delivery of his share thereof.

10. "The Lower Court erred in treating the 1st Defendant as a 'trustee' for, and agent of, the Plaintiff, and manager for him of any specific property to which under the award of the arbitrators and in the absence of the family agreement the Plaintiff might have been entitled.

11. "The issues do not raise the question as to whether under the above circumstances the lease of the Zamindari by the 1st Defendant and the banking business said to have been carried on by him were taken or conducted by him for and on behalf of the undivided family, of which he was the managing member or for himself.

12. "If the family agreement to remain undivided was not carried out and the parties thereto received the shares allotted to them by the award of the arbitrators, and dealt separately therewith, they became divided, and property subsequently acquired by the 1st Defendant was his self-acquisition to a share in which the Plaintiff is not entitled.

13. "In consequence of the erroneous view taken by the Lower Court as to a supposed 'contract', no issues were framed as to the rights of the parties when the family agreement to remain undivided ceased to be acted upon.

14. In consequence of the said error the Lower Court framed no issues as to the legality of the condition in B 1 debarring for 12 years the parties thereto from exercising their legal right of claiming a division.

15. "In consequence of the said error, the Lower Court framed no issue regarding the consideration for such an agreement.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 156. Decree of the High Court in A. S. No. 81 of 1893, 29th October 1895. confirming the decree of the District Court and dismissing the appeal with costs. —*continued.*

16. "The Lower Court erred in assuming that such a condition was legal and binding on the parties and can be specifically enforced.

17. "The erroneous view taken by the Lower Court of the effect of the family agreement materially affected that Court's appreciation of the evidence to the disadvantage of the 1st Defendant.

18. "The erroneus view taken by the Lower Court of the family agreement caused that Court to decide the second issue erroneously.

19. "Even if B1 can be specifically enforced, there is no provision therein for the payment of interest by the 1st Defendant to the other parties to that family arrangement.

20. "The Lower Court's decision regarding some supposed "agreement to rescind" the supposed "contract" evidenced by B1 is erroneous.

21. "The plea of estoppel not having been set up by the Defendants, and not arising on the pleadings, the Lower Court erred in framing and deciding any issue relating thereto.

22. "The Lower Court erred in holding that if the 1st Defendant got any of the Plaintiff's property after the execution of B1, it must be presumed that he got possession of the whole of the Plaintiff's property and under the terms of B1 no such presumption as that put forward by the Lower Court arose.

23. "Document K contains an admission that 1st Defendant was then in possession of any property belonging to the Plaintiff.

24. "The Lower Court erred in assuming that when the 1st Defendant wrote document L "he must have been acting as Plaintiff's trustee or manager."

25. The Court misunderstood the 1st Defendant's explanation regarding the refund for the land in Kanappadoravalsa, and erred in holding that the receipt by him from the Collector of the amount refunded was an admission by him that the agreement evidenced by B1 was in operation in 1878.

26. "The Lower Court erred in holding that the 1st Defendant made any admission.

27. "The Lower Court erred in assuming that Exhibits 10, 10*a*, 10*b*, 10*c*, were due to some mistaken view of the position of the Plaintiff and Defendants by the Deputy Tahsildar, and not to the fact that the family arrangement had fallen through, and the parties thereto had become divided in interest.

28. "The Lower Court misunderstood Exhibit O.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 156. Decree of the High Court in A. S. No. 81 of 1893, 29th October 1895, confirming the decree of the District Court and dismissing the appeal with costs. —*continued.*

29. "The 1st Defendant's plea put forward in Exhibit P was sufficient for the purposes of his then defence, and no inference adverse to his present defence can be fairly drawn therefrom.

30. "The Lower Court erred in holding that under Section 14 (*g*), Indian Evidence Act, it may be legally presumed from 1st Defendant's failure to produce receipts given for revenue (quit-rent) that if they had been produced they would have shown "that he paid on account of the three shares and managed them." Their non-production was explained by the 1st Defendant who filed receipts marked as Exhibits 5 to 9 granted to the Plaintiff for his one-third share by the Revenue authorities for Land Revenue paid on the lands claimed by the Plaintiff in this suit. The remarks of the Lower Court with regard to the production of these documents are not warranted by the evidence on the record.

31. "If Plaintiff was entitled to maintain the suit in its present form and to recover any part of his claim from the 1st Defendant, he clearly was not entitled to a decree for any part of the sum of Rupees 10,000 which he admittedly realized himself and payment of which to the 1st Defendant he failed to prove.

32. "The Lower Court was not warranted in assuming, as it apparently did, that Exhibit I was fraudulently prepared. The family arrangement fell through in December 1875 and Plaintiff became the owner of the property referred to in Exhibit I. His ownership could not be affected by the fact that the house was not delivered to him until July 1876.

33. "The Lower Court erred in holding that the 1st Defendant and not the Plaintiff satisfied the decrees referred to in the Judgment (see Exhibits 4, 4*a*, 4*c* and 2*b*), but having found that the 1st Defendant satisfied the said decrees, it erred in not giving credit to 1st Defendant for the sums so paid by him on behalf of the Plaintiff.

34. "The Lower Court erred in holding that the receipts marked 12 and 13 respectively are not genuine.

35. "The Lower Court erred in holding that the 1st Defendant is estopped from saying that the said arrangement is not enforceable'.

36. "The Lower Court erred in holding" that it was the duty of the 1st Defendant to get the Government pro-note (item No. 12) deposited in Court transferred to him, and in assuming that he did so.

37. "The Lower Court erred in giving the Plaintiff a decree for a share in the yearly profits accruing on the lease of the Zamindari obtained by the 1st Defendant.

38. "The Lower Court was not warranted by any evidence on the record in stating that the 1st Defendant 'made a tool' of the Plaintiff's

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 156. Decree of the High Court in A. S. No. 81 of 1893, 29th October 1895, confirming the decree of the District Court and dismissing the appeal with costs. —*continued.*

16. "The Lower Court erred in assuming that such a condition was legal and binding on the parties and can be specifically enforced.

17. "The erroneous view taken by the Lower Court of the effect of the family agreement materially affected that Court's appreciation of the evidence to the disadvantage of the 1st Defendant.

18. "The erroneus view taken by the Lower Court of the family agreement caused that Court to decide the second issue erroneously.

19. "Even if B1 can be specifically enforced, there is no provision therein for the payment of interest by the 1st Defendant to the other parties to that family arrangement.

20. "The Lower Court's decision regarding some supposed "agreement to rescind" the supposed "contract" evidenced by B1 is erroneous.

21. "The plea of estoppel not having been set up by the Defendants, and not arising on the pleadings, the Lower Court erred in framing and deciding any issue relating thereto.

22. "The Lower Court erred in holding that the Plaintiff's suit was not barred by limitation, and that he got r

			Rs.	A.	P.
Stamp for Vakalatnama	...	...	2	0	0
Pleader's fee as certified	...	...	1,000	0	0
One printed copy purchased	...	...	179	13	10
Translation charges	...	...	60	2	6
To be paid to the Respondents (Plaintiffs) by the Appellants (Defendants).			1,242	0	4

(Initialled) C. G. T.,

Deputy Registrar,

Appellate Side.

To

The District Judge, Vizagapatam.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 156. Decree of the High Court in A. S. No. 81 of 1893, 29th October 1895, confirming the decree of the District Court and dismissing the appeal with costs. —*continued.*

29. "The 1st Defendant's plea put forward in Exhibit P was sufficient for the purposes of his then defence, and no inference adverse to his present defence can be fairly drawn therefrom.

30. "The Lower Court erred in holding that under Section 14 (*g*), Indian Evidence Act, it may be legally presumed from 1st Defendant's failure to produce receipts given for revenue (quit-rent) that if they had been produced they would have shown "that he paid on account of the three shares and managed them." Their non-production was explained by the 1st Defendant who filed receipts marked as Exhibits 5 to 9 granted to the Plaintiff for his one-third share by the Revenue authorities for Land Revenue paid on the lands claimed by the Plaintiff in this suit. The remarks of the Lower Court with regard to the production of these documents are not warranted by the evidence on the record.

31. "If Plaintiff was entitled to maintain the suit in its present form and to recover any part of his claim from the 1st Defendant, he clearly was not entitled to a decree for any part of the sum of Rupees 10,000 which he admittedly realized himself and payment of which to the 1st Defendant he failed to prove.

32. "The Lower Court was not warranted in assuming, as it apparently did, that Exhibit I was fraudulently prepared. The family arrangement fell in December 1875 and Plaintiff became the owner of the property re- not be affected by the fact that the

versus

1. Sri Rajah Setrucherla Virabhadra Suryanaray- Bahadur Garu and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu, minors by their guardian, the Collector of Vizagapatam and Agent to the Court of Wards—*Vide* order on C. M. P. No. 340 of 95, dated 24th July 1895.

Respondents. (*Plaintiffs.*)

Appeal against the decree of the District Court of Vizagapatam in Original Suit No. 1 of 1889.

This appeal coming on for hearing on Monday, the 21st instant, and having stood over for consideration till this day, the Court delivered the following

JUDGMENT:—

The parties to this suit as originally framed were three of the sons of the late Zamindar of Merangi. Before the trial the Plaintiff died and his sons now represent him. The principal Defendant who now appeals is Ramabhadra and the Plaintiff's case against him, based on a *Samakhya*, dated the 6th October 1874, is that he has refused to deliver up to the Plaintiff his one-third share of the property of which under the same agreement the Defendant has been in charge. The Defendant in his written statement admits the execution of the *Samakhya* but alleges that no property came into his possession under it. In the *Samakhya* it is recited that a partition through the means of arbitration had taken place as between the three brothers, parties to this suit, and the fourth brother who was a minor. Notwithstanding this partition it is stated in the agreement that it was

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 156. Decree of the High Court in A. S. No. 18 of 1893, 29th October 1895, confirming the decree of the District Court and dismissing the appeal with costs. —*concluded.*

first and discarded wife, and in holding that in the present suit the 1st Defendant utilized her by trying to make it appear that the exhibits which he held as manager of the Plaintiff's land, had come from Plaintiff's custody through his first wife.

39. "The Lower Court erred in passing any decree against the 2nd Defendant. That Defendant was entitled to his costs."

Decree:—This appeal coming on for hearing on Monday, the 21st instant: Upon perusing the grounds of Appeal, the Judgment and decree of the Lower Court, and the material papers in the suit, and upon hearing the arguments of the Honourable Mr. J. H. Spring Branson, Counsel, and of Mr. R. Subrahmania Aiyar, Vakil for the Appellants, and of Mr. C. Ramachendra Rao Sahib, Vakil for the Respondents, and the case having stood over for consideration till this day: this Court doth order and decree that the decree of the Lower Court be, and the same hereby is, confirmed, and this appeal dismissed; and this Court doth further order and decree that the Appellants do pay to the Respondents Rs. 12,442-0-4 for their costs in opposing this Appeal.

MEMORANDUM OF COSTS.

Respondents' (Plaintiffs') costs.

	Rs.	A.	P.
Stamp for Vakalatnama	2	0	0
Pleader's fee as certified	1,000	0	0
One printed copy purchased	179	13	10
Translation charges	60	2	6
To be paid to the Respondents (Plaintiffs) by the Appellants (Defendants).	1,242	0	4

(Initialled) C. G. T.,
Deputy Registrar,
Appellate Side.

To

The District Judge, Vizagapatam.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 157. Judgment of the High Court in A. S No. 81 of 1893, 29th October 1895, confirming the decree of the District Court and dismissing the appeal with costs.

No. 157.

Judgment of the High Court.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Tuesday, the twenty-ninth day of October,

One thousand eight hundred and ninety-five.

PRESENT:—

THE HONOURABLE MR. JUSTICE SHEPHARD,

AND

THE HONOURABLE MR. JUSTICE BEST.

Appeal No. 81 of 1893.

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu
and
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu. } *Appellants. (Defendants.)*

versus

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu, minors by their guardian, the Collector of Vizagapatam and Agent to the Court of Wards—*Vide* order on C. M. P. No. 340 of 95, dated 24th July 1895. } *Respondents. (Plaintiffs.)*

Appeal against the decree of the District Court of Vizagapatam in Original Suit No. 1 of 1889.

This appeal coming on for hearing on Monday, the 21st instant, and having stood over for consideration till this day, the Court delivered the following

JUDGMENT:—

The parties to this suit as originally framed were three of the sons of the late Zamindar of Merangi. Before the trial the Plaintiff died and his sons now represent him. The principal Defendant who now appeals is Ramabhadra and the Plaintiff's case against him, based on a *Samakhya*, dated the 6th October 1874, is that he has refused to deliver up to the Plaintiff his one-third share of the property of which under the same agreement the Defendant has been in charge. The Defendant in his written statement admits the execution of the *Samakhya* but alleges that no property came into his possession under it. In the *Samakhya* it is recited that a partition through the means of arbitration had taken place as between the three brothers, parties to this suit, and the fourth brother who was a minor. Notwithstanding this partition it is stated in the agreement that it was

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 157. Judgment of the High Court in A. S. No. 81 of 1893, 29th October 1895, confirming the decree of the District Court and dismissing the appeal with costs. —*continued.*

resolved that the shares of the three brothers should still be kept joint and be managed by the Defendant Ramabhadra, and that this state of things should continue for twele years.

The Plaintiff alleges that this agreement was put into execution; the Defendant, admitting the agreement, denies that any effect was given to it. The main question therefore was whether the Defendant had under the agreement been placed in possession of any and what property in which the Plaintiff was entitled to one-third share. That was the substantial question raised in the appeal before us, going to the root of the whole claim. The other point taken relates to the particular property which should be comprised in the decree. Various issues were framed by the District Judge rasing questions of law. Properly enough none of them were argued before us. On the main question of fact there was no prime issue, but evidence was taken and the matter considered by the Judge at length.

According to the practice which is still persisted in in some districts, the Plaintiff's Vakil called several witnesses whom apparently he knew to be hostile including the Defendant himself. We must observe in passing that the Judge was wrong in allowing the Plaintiff's Vakil to cross-examine the witnesses without satisfying himself that they were in fact hostile. The Defendant Ramabhadra was compelled to admit a series of letters and other exhibits which prove beyond all doubt that the *Samakhya* was carried into effect and that he assumed possession of all the property as arranged.

The *Samakhya* is first mentioned by the arbitrators in an appendix to their award, dated 7th October 1874. Then follow letters written by Ramabhadra to the Collector mentioning the fact of the agreement: they are dated 9th August 1875, 20th August 1875, 8th June 1876 (Exhibit K), 3rd October 1876 (Exhibit L), 7th April and 30th May 1878. Further there are receipts signed by him in favour of the Collector to the same effect, (Exhibits F and G).

The Defendant is quite unable to explain these documents or to reconcile them with his contention that he and his two brothers agreed to treat the arrangement as cancelled and acted accordingly. He admits that the cancellation "was never made the subject of any record" or communicated to the Collector. The Defendant Ramabhadra was examined on the 17th September 1892—he was not cross-examined—by his own Vakil, and the two documents, Exhibits XII and XIII, supposed to be signed by his two brothers were not shown to him. Nor did his brothers, the other Defendants, when examined primarily on the 14th September speak to these documents. Both these witnesses however were re-called by the Defendant's Vakil on the 24th September 1892 and then Somasekhara gives his account of the cancellation of the agreement. He mentions a statement made by his co-Defendant about which the latter had never been asked a word. Later, Ramabhadra was called and examined about the matter as also two witnesses who are said to be the witnesses and attesting witnesses of the two documents.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 157. Judgment of the High Court in A. S. No. 81 of 1893 29th October 1825, confirming the decree of the District Court and dismissing the appeal with costs. —*concluded.*

In consequence apparently of the strange way in which the Defendant's case was conducted (on which however the Judge does not animadvert) the Plaintiff was allowed to call witnesses in reply. These witnesses, who were in a position to know well the signature of the deceased Jogi Raju, say that his signature does not appear in Exhibit XIII; for this and other reasons the Judge comes to the conclusion that the two Exhibits are not genuine, and it appears to us that he is clearly right. Bearing date as they do the 27th December 1875, it is impossible to reconcile them with the other proved documents of later date which show beyond doubt that the parties were adhering to the arrangement which they had made in October 1874. As far as the main question in the case is concerned, we think the Judge has clearly arrived at the right conclusion.

The next question is that raised by the 36th ground of appeal. It relates to the Government promissory note deposited in Court as mentioned in the 19th paragraph of the arbitrators' award. The Defendant's case is that the Plaintiff received his share of this sum, but no evidence to this effect is forthcoming. The Defendant does not produce his accounts. Seeing that the Defendant was careful to get possession of other assets, as indeed he was bound to do, we think the Judge has rightly concluded that he did not fail to collect this asset.

The only remaining question, on which however very little argument was addressed to us, is as to the Plaintiff's right to an account for the twelve years during which the Defendant has managed the property. Indeed the point to which we refer was not taken in the grounds of appeal and not urged in the first instance by the Advocate General. The question turns on the construction which should be put on the *Samakhya*, whether it was intended to put the Defendant for the time being in the position of the manager of a Hindu family or to make him accountable at the end of the period for the rents and profits accruing during it. The Judge says that the tabular statement which he prepared setting out the sums for which he held the Defendant chargeable was prepared with reference to the views of the Defendant's pleader. In the absence of any specific ground of appeal on the point, we infer that the principle on which the Judge proceeded, when once the liability of the Defendant was decided upon, was assented to by the Defendant's Pleader. This is the more likely to be the case because it is not alleged that the Plaintiff had any enjoyment of the property which he left in the Defendant's hands.

No other point was argued in the appeal.

We must dismiss the appeal with costs.

By the Court.

(Initialled) C. G. T.,

Dy. Registrar,
Appellate Side.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 158. Petition by the Defendants for a certificate that the case is a fit one for Appeal to the Privy Council, 20th February 1896.

No. 158.

Petition for certificate to Appeal to Privy Council.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Memorandum of Civil Miscellaneous Petition.

Under Section 598 of Act XIV of 1882.

In the District Court of Vizagapatam.

Original Suit No. 1 of 1889.

In the High Court of Judicature at Madras,

Appeal No. 81 of 1893.

In the High Court of Judicature at Madras,

Civil Miscellaneous Petition No. 439 of 1896.

	In the District Court.	*In the High Court.*	*In the High Court.*
1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu and 2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.	*Defts.*	*Applts.*	*Petrs.*
versus			
1. Sri Rajah Setrucherla Virabhadra Suryanarayana RajuBahadur Garu and 2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu.	Minors, by their guardian the Collector of Vizagapatam and Agent to the Court of, Wards. *vide* order in C. M. P. No. 340 of 1895, dated 24th July 1895.	*Pltfs.*	*Respts.* *Ctr.-Petrs.*

The abovenamed Petitioners are desirous of appealing to the Privy Council from the decree of this Honourable Court, dated 29th October 1895, on the following grounds:—

1. The High Court erred in stating that the question as to the Plaintiff's right to an account for the twelve years during which the 1st Defendant managed the property was not taken in the grounds of appeal and was very little argued. By the Grounds of Appeal Nos. 4 to 9 inclusive, it was urged that the parties did not become divided upon the making of the award by the arbitrators; but that even if that award effected a division between the original Plaintiff and the Defendant, they, by the family arrangement entered into by them, became re-united, and all that the Plaintiff could claim was a division and partition of the joint property existing at the time of suit.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 158. Petition by the Defendants for a certificate that the case is a fit one for Appeal to the Privy Council, 20th February 1896. —*concluded.*

2. The High Court misconstrued the *samakhya* (Exhibit B) which was a family arrangement entered into by the original Plaintiff and the Defendants whereby they agreed to remain united for a period of twelve years, and 1st Defendant was appointed the managing member of the said joint Hindu family. The said exhibit did not amount to a special agreement rendering the 1st Defendant as such manager liable to account.

3. The High Court erred in finding that the said *samakhya* was carried into effect, and that the 1st Defendant assumed possession of all the property as arranged.

4. The High Court erred in finding that Exhibits XII and XIII are not genuine documents.

5. The High Court erred in holding that it was the duty of the 1st Defendant to get the Government promissory note (Item No. 12) deposited in Court transferred to him, and in asuming that he did so.

6. If the Court held that the 1st Defendant and not the Plaintiff satisfied the decrees (marked Exhibits 4, 4*a*, 4*c* and 2*b*), it erred in not giving credit to 1st Defendant for the sums so paid by him on behalf of Plaintiff.

7. The issues did not raise the question as to whether the lease of the Zamindari by the 1st Defendant and the banking business said to have been carried on by him were taken or conducted by him for, and on behalf of, the undivided family, of which he was the managing member or for himself.

8. The Plaintiff was not entitled to a decree for a share in the yearly profits accruing on the lease of the Zamindari obtained by the 1st Defendant, or in the profits of the banking business alleged to have been carried on by 1st Defendant.

9. If Plaintiff was entitled to maintain the suit and to recover any part of his claim from the 1st Defendant, he was not entitled to a decree for any part of the sum which he admittedly realized himself and the payment of which to the 1st Defendant he failed to prove.

Petitioners beg to state that the value of the property involved in the suit and in dispute in appeal to the Privy Council is considerably more than Rs. 10,000 and the appeal involves substantial questions of law.

Petitioner humbly prays for a certificate under Section 600 of the Civil Procedure Code that as regards the value and nature of the appeal it fulfils the requirements of Section 596, or is otherwise a fit one for appeal to the Privy Council.

(Signed) J. H. SPRING BRANSON,
Counsel for Petitioners.

20th February 1896.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 159. Order certifing that the case is a fit one for Appeal to the Privy Council, 5th November 1896

No. 159.

Order of the High Court granting certificate.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Thursday, the fifth day of November,

One thousand eight hundred and ninety-six.

PRESENT :—

THE HONOURABLE MR. JUSTICE SHEPHARD,

AND

THE HONOURABLE MR. JUSTICE DAVIES.

Civil Miscellaneous Petition No. 439 *of* 1896.

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu and
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

} *Petitioners* (*Appellants in Appeal No.* 81 *of* 1893 *on the file of the High Court.*)

versus

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu.

} Minors, by their guardian the Collector of Vizagapatam and Agent to the Court of Wards; *vide* order in C. M. P. No. 340 of 1895, 24th July 95. } *Respts. in Do.*

Application under Section 598 of Act XIV of 1882, praying that, in the circumstances stated therein, the High Court will be pleased to grant a certificate to enable the Petitioners to appeal to the Privy Council against the decree of this Court in Appeal No. 81 of 1893.

Order :—This application coming on for hearing : Upon perusing the application and the grounds of Appeal to the Privy Council, and upon hearing the arguments of the Honourable Mr. J. H. Spring Branson, Advocate-General for the Petitioners, and Mr. C. Ramachendra Rao Sahib, Vakil for the Respondents in Appeal No. 81 of 1893, stating that he has no instructions ; it is hereby certified that, as regards the value of the subject matter and the nature of the questions involved, the case fulfils the requirements of Section 596 of Act XIV of 1882.

By the Court.

(Initialled) J. T. G.,
Ag. Dy. Registrar,
Appellate Side.

To

The District Judge, Vizagapatam.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 160. Certificate by the Registrar acknowledging the receipt of the usual security for costs, 8th December 1896.

No. 160.

High Court Registrar's certificate.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

8th December 1896.

Appeal No. 81 *of* 1893.

1. Sri Rajah Setrucherla Rambhadra Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

} *Appellants.*

versus

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu, minors by their guardian the Collector of Vizagapatam and Agent to the Court of Wards.

} *Respondents.*

Certificate.

I hereby certify that the Honourable Mr. J. H. Spring Branson has dsposited in the Office of the Registrar of the High Court, the sum of Rupees four thousand, as security for costs by the Respondents in the appeal sought to be preferred to the Privy Council against the decree of the High Court in Appeal No. 81 of 1893, and a further sum of Rupees five hundred, to defray the expense of translating, transcribing, indexing and transmitting to the Privy Council a correct copy of the whole record of the said appeal.

(Initialled) D. W. G. C.,
Registrar.

To

The Honourable Mr. J. H. Spring Branson,
Advocate General,
Madras.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 161. Petition by the Defendants to declare their Appeal to the Privy Council admitted, 27th January 1897.

No. 161.

Petition to declare Appeal to Privy Council admitted.

IN THE HIGH COURT OF JUDICATURE AT MADRAS,

Memorandum of Civil Miscellaneous Petition.

Under Section 603 of Act XIV of 1882.

In the High Court of Judicature at Madras,

Appeal No. 81 of 1893.

In the High Court of Judicature at Madras,

Civil Miscellaneous Petition No. 439 of 1896.

In the High Court of Judicature at Madras,

Civil Miscellaneous Petition No. 157 of 1897.

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu,
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

} *Applts. Petitioners. Petitioners.*

versus

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu.

} Minors by their guardian the Collector of Vizagapatam and Agent to the Court of Wards. } *Respondents. Counter- Petrs. Etc. Petrs.*

The Petitioners abovenamed state as follows :—

The Petitioners are Appellants in Appeal No. 81 of 1893 in this Honourable Court, and the appeal was decreed against them.

Against the aforesaid decree of this Honourable Court, the Petitioners presented C. M. P. No. 439 of 1896 for appeal to the Privy Council and certificate therefor under Sections 598 and 600 of Act XIV of 1882.

This Honourable Court granted the certificate of value and fitness in respect of the C. M. P. No. 439 of 1896 on 5th November 1896.

On the 7th December 1896, the Petitioners gave security and made deposit, under Section 602 of Act XIV of 1882, and the Petitioners hold a certificate therefor from the Registrar of this Honourable Court, dated 8th December 1896.

The Petitioners therefore pray this Honourable Court to declare the appeal to the Privy Council admitted, give notice thereof to the Counter-Petitioners (Respondents) and transmit to the Privy Council the record herein under Section 603 of Act XIV of 1882.

MADRAS, *27th January* 1897.

(Signed) R. A. NELSON,
for MR. J. H. SPRING BRANSON,
Counsel for Petitioners.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 162. Order of the High Court, declaring the Appeal to the Privy Council admitted, 29th January 1897.

No. 162.

Order declaring Appeal to Privy Council admitted.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Friday, the twenty-ninth day of January,

One thousand eight hundred and ninety-seven.

PRESENT :—THE HONOURABLE MR. JUSTICE SHEPHARD,

AND

THE HONOURABLE MR. JUSTICE DAVIES.

Civil Miscellaneous Petition No. 157 of 1897.

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu and
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

} *Petitioners (Appellants in Appeal No. 81 of 93 on the file of the High Court).*

Application stating that, in accordance with the provisions of Section 602 of Act XIV of 1882, the Petitioners have deposited a sum of Rs. 4,000 as security for the costs of the Respondents in the appeal sought to be preferred by the Petitioners to the Privy Council against the decree of this Court in Appeal No. 81 of 1893, dated the 29th October 1895, and that he has also deposited a further sum of Rs. 500 to defray the expenses of preparing a copy of the record of the said appeal for transmission to the Privy Council, and praying that, under Section 603 of Act XIV of 1882, the High Court will be pleased to declare their Appeal to the Privy Council admitted, give notice thereof to the Respondents, and transmit to the Privy Council under the seal of the Court a correct copy of the said record.

Order :—This application coming on for hearing : Upon perusing the application and upon hearing the arguments of Mr. J. G. Kernan for the Hon'ble Mr. J. H. Spring Branson, Counsel for the Petitioners, and it appearing from the certificate of the Registrar of the High Court, dated 8th December 1896, that the Petitioners have fulfilled the requirements of Section 602 of Act XIV of 1882 in regard to giving security for the costs of the Respondents and making deposit of the amount required to defray the expense of preparing a copy of the record for transmission to the Privy Council; this Court doth hereby declare that the appeal of the Petitioners to the Privy Council against the decree of this Court in Appeal No. 81 of 1893 is admitted; and this Court doth further order that notice thereof be sent to the Respondents and that a correct copy of the record of the said appeal be transmitted to the Privy Council under the seal of this Court.

By the Court.

(Initialled) J. T. G.,
Ag. Dy. Registrar,
Appellate Side.

To

The District Judge of Vizagapatam.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 163. Petition, dated 16th March 1896, by Defendants for stay of execution of the High Court's Decree, pending disposal of the Appeal to the Privy Council.

No. 163.

Petition for stay of execution of the High Court's decree.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

In the matter of Civil Miscellaneous Petition No. 439 *of* 1896.

Civil Miscellaneous Petition No. 445 *of* 1896.

(*Under Section* 608 *of the Civil Procedure Code*).

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu. } *Petitioners.*

versus

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu. } Minors by their guardian the Collector of Vizagapatam as the Agent to the Court of Wards. } *Counter-Petitioners.*

The Petitioners abovenamed pray that this Honourable Court will stay execution of the decree of the High Court in Appeal No. 81 of 1893 on the following grounds:—

1. That from the nature and the value of the property in this case it would be prejudicial to the interests of the Petitioners and would cause much inconvenience, if the decree of the High Court were to be executed, in the event of its being reversed by the Privy Council.

2. That the Petitioners have already furnished security in the shape of their two Zamindari estates and got the execution of the decree of the original Court stayed under the orders of this Court; they are now prepared to furnish the same property as security under Section 608 of the Civil Procedure Code.

7th March 1896.

(Signed) Kha. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Kha. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

MADRAS, *16th March* 1896.

(Signed) J. H. SPRING BRANSON,

Counsel for Petitioners.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 164. Affidavit of the Petitioners, 7th March 1896, in support of Petition for stay of execution of the High Court's decree.

No. 164.

Affidavit of the Petitioners in support of No. 163.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

In the matter of Civil Miscellaneous Petition No. 445 *of* 1896.

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu. } *Petitioners.*

versus

1. Sri Rajah Setrucherla Suryanarayana Raju Bahadur Garu and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu ... ... } *Minors by their guardian the Collector of Vizagapatam as Agent to the Court of Wards.* } *Counter-Petitioners.*

We, Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu and Sri Rajah Setrucherla Somasekhara Raju Babadur Garu, the abovenamed Petitioners 1 and 2, make oath and say as follows:—

1. That from the nature and value of the property in this case, it would be prejudicial to the interests of the Petitioners and would cause much inconvenience if the decree of the High Court were to be executed, in the event of its being reversed by the Privy Council.

2. That the Petitioners are prepared to furnish security under Section 608 of the Civil Procedure Code.

3. That the security which the Petitioners are prepared to furnish, *viz.*, their two Zamindari estates is adequate enough.

7th March 1896.

(Signed) Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

We, Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu and Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu, the abovenamed Petitioners 1 and 2, do hereby declare (that) what is stated above is true to the best of our knowledge, information and belief.

(Signed) Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu.

(„) Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu.

Solemnly affirmed to before me, this 7th March 1896.

(Signed) Bodda Aniri Naidu,

Village Munsif of China Merangi.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 165. Interin order of the High Court, dated 18th August 1896, staying execution of its decree.

No. 165.

Interim order staying execution of the High Court's decree.

IN THE HIGH COURT OF JUDI ATURE AT MADRAS.

Tuesday, the eighteenth day of August,

One thousand eight hundred and ninety-six.

PRESENT:—THE HONOURABLE MR. JUSTICE SHEPHARD,

AND

THE HONOURABLE MR. JUSTICE DAVIES.

Civil Miscellaneous Petition No. 445 *of* 1896.

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu and another ... ... *Petitioners (Appellants in Appeal No.* 81 *of* 1893 *on the file of this Court).*

Application praying that in the circumstances stated therein and in the affidavit filed therewith the High Court will be pleased to issue an order directing stay of execution of the decree of the High Court of Judicature in Appeal No 81 of 1893, pending disposal of the Appeal to the Privy Council, preferred therefrom.

ORDER:—

This application coming on for orders as to admission: upon perusing the application, and the affidavit filed in support thereof; and upon hearing the arguments of the Hon'ble Mr. J. H. Spring Branson, Advocate General for the Petitioners; it is ordered that notice be given to the Respondents to show cause why execution should not be stayed pending the appeal to the Privy Council on proper security being given and that the execution of the said decree be stayed meanwhile.

By the Court.

(Initialled) C. G. T.,

Dy. Registrar,

Appellate Side.

To

The District Judge of Vizagapatam.

Deputy Registrar.

RECORD.

PART II.

In the High Court of Judicature at Madras.

No. 166. Order of the High Court, dated 5th November 1896, staying execution of its decree pending disposal of the appeal to the Privy Council.

No. 166.

Order of the High Court staying execution of its decree, pending disposal of the appeal to the Privy Council.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Thursday, the fifth day of November,

One thousand eight hundred and ninety-six.

PRESENT:—THE HONOURABLE MR. JUSTICE SHEPHARD,

AND

THE HONOURABLE MR. JUSTICE DAVIES.

Civil Miscellaneous Petition No. 445 *of* 1896.

1. Sri Rajah Setrucherla Ramabhadra Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Somasekhara Raju Bahadur Garu ... . } *Petitioners (Appellants in Appeal No.* 81 *of* 1893 *on the file of the High Court).*

versus

1. Sri Rajah Setrucherla Virabhadra Suryanarayana Raju Bahadur Garu, and
2. Sri Rajah Setrucherla Jagannadha Raju Bahadur Garu ... } Minors, by their guardian, the Collector of Vizagapatam and Agent to the Court of Wards, *vide* order on C M P. No. 340 of 1895, dated 24th July 1895. } *Respondents in do.*

Application praying that, in the circumstances stated therein, the High Court will be pleased to issue an order directing stay of execution of the decree of the High Court of Judicature in Appeal No. 81 of 1893, pending disposal of the appeal to the Privy Council, preferred therefrom.

ORDER.

This application coming on for hearing: Upon perusing the application and the affidavit filed in support thereof, and upon hearing the arguments of the Honourable Mr. J. H. Spring Branson, Advocate General, for the Petitioners, and Mr. C. Ramachendra Rao Sahib, Vakil for the Respondents in the said Appeal No. 81 of 1893, stating that he has no instructions, it is ordered that the execution of the decree of this Court in the said Appeal No. 81 of 1893 (Original Suit No. 1 of 1889 on the file of the District Court of Vizagapatam) be, and the same hereby is, stayed, pending disposal of the appeal to the Privy Council, on the same security as required by the order of this Court, dated 18th August 1896.

By the Court.

(Initialled) J. T. G.,

Ag. Dy. Registrar,

Appellate Side.

RECORD.

PART III.

In the Privy Council.

No. 167. Grounds of Appeal to the Privy Council.

PART III.

IN THE PRIVY COUNCIL.

No. 167.

GROUNDS OF APPEAL TO THE PRIVY COUNCIL.

1. The High Court erred in stating that the question as to the Plaintiff's right to an account for the twelve years during which the 1st Defendant managed the property was not taken in the grounds of Appeal and was very little argued. By the grounds of appeal Nos. 4 to 9 inclusive, it was urged that the parties did not become divided upon the making of the award by the arbitrators; but that even if that award effected a division between the original Plaintiff and the Defendant, they, by the family arrangement entered into by them, became re-united, and all that the Plaintiff could claim was a division and partition of the joint property existing at the time of suit.

2. The High Court misconstrued the *samakhya* (Exhibit B) which was a family arrangement entered into by the original Plaintiff and the Defendants where-twelve years, and 1st Defendant managing member of the said joint Hindu family. The said exhibit did not amount to a special agreement rendering the 1st Defendant as such manager liable to account.

3. The High Court erred in finding that the said *samakhya* was carried into effect, and that the 1st Defendant assumed possession of all the property as arranged.

4. The High Court erred in finding that Exhibits XII and XIII are not genuine documents.

5. The High Court erred in holding that it was the duty of the 1st Defendant to get the Government Promissory note (item No. 12) deposited in Court transferred to him, and in assuming that he did so.

6. If the Court held that the 1st Defendant and not the Plaintiff satisfied the decrees (marked Exhibits 4, 4*a*, 4*c* and 2*b*) it erred in not giving credit to 1st Defendant for the sums so paid by him on behalf of Plaintiff.

7. The issues did not raise the question as to whether the lease of the Zamindari by the 1st Defendant and the banking business said to have been

Deputy Registrar.

RECORD.

PART III.

In the Privy Council.

No. 167. Grounds of Appeal to the Privy Council.—*concluded.*

carried on by him, were taken or conducted by him for and on behalf of the undivided family of which he was the managing member, or for himself.

8. The Plaintiff was not entitled to a decree for a share in the yearly profits accruing on the lease of the Zamindari obtained by the 1st Defendant, or in the profits of the banking business alleged to have been carried on by 1st Defendant.

9. If Plaintiff was entitled to maintain the suit and to recover any part of his claim from the 1st Defendant he was not entitled to a decree for any part of the sum which he admittedly realized himself and the payment of which to the 1st Defendant he failed to prove.

HIGH COURT OF JUDICATURE AT MADRAS,
15th January 1898.

Deputy Registrar,
Appellate Side.

PRINTED BY GRAVES, COOKSON AND CO., SCOTTISH PRESS, MADRAS.