

Records of Fort St George

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THE  
BĀRAMAHAL RECORDS

SECTION XVII

JUSTICE



MADRAS  
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# THE BARAMAHAL RECORDS.

## SECTION XVII.

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(Original spelling and numbering preserved.—The Arabic figures in square brackets denote the numbers in this volume, wherever they do not bear the original numbers on account of re-arrangement.)

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# THE BARAMAHAL RECORDS.

## SECTION XVII.

### JUSTICE.

#### 1.

*Letter—From DAVID HALIBURTON, Esq., President, etc., Members of the Board of Revenue.*

*To—Captain ALEXANDER READ, Collector in the Baramahal and Salem districts.*

*Dated—Fort St. George, the 7th December 1792.*

Government having ordered that a plan for the establishment of Courts of Civil Justice should be prepared agreeing in every essential point with the regulations established in Bengal, we herewith transmit you copy thereof after having made such alterations as local usages and peculiarities appeared to require.

2. It has been intimated to us by Government that, if after consulting with the Collectors, we think the circumstances favourable to an immediate institution of the plan in the Company's jaghir and Ceded districts, they shall have particular pleasure in giving it their sanction. Being extremely anxious to promote the early establishment of the proposed courts, we must request your immediate attention to the subject, and that you will point out what place appears to you the most proper in the districts under you for holding the Court, with any modification you think necessary for adopting the regulations more nearly to local usages.

#### ENCLOSURE.

### REGULATIONS FOR THE ADMINISTRATION OF JUSTICE IN THE COMPANY'S LAND COMMONLY CALLED THE 'JAGHIR' AND THE DISTRICTS CEDED BY TIPU SULTAN.

1. That there be erected at Conjeeveram and Tiruppasur in the Jaghir and at Krishnagiri and Dindigul in the Ceded districts, Courts of Civil Judicature by the name of Provincial Adalats, and that the local extent of each be respectively as follows :—

That provincial Adalats be erected in the northern and southern divisions of the Jaghir and in the Baramahal, Salem and Dindigul districts.

(1) That the jurisdiction of the Court at Conjeeveram shall extend over the parganas of Cavantandalam, Carangooly, Outramalore, Chingleput, Covelong and Saliwak.

(2) That the jurisdiction of the Court at Tiruppasur shall extend over the parganas of Perambakkam, Sat Magans, Peddapollam, Ponneri, Chikkarikotah, Poonamallee, Manimangalam, St. Thomé and Home Farms.

(3) That the jurisdiction of the Court at Krishnagiri shall extend over the districts of Baramahal and Salem.

(4) That the jurisdiction of the Court at Dindigul shall extend over that district.

2. That the office of Judges of the several Provincial Courts be respectively held by that person, who hath, or shall hereafter have, the charge of the revenue in each respective place.

Revenue Collectors to be Judges.

3. That every person appointed a Judge of any provincial Adalat before he shall enter on the execution of his office, do, before the Governor in Council be

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# THE BARAMAHAL RECORDS.

## SECTION XVII.

### JUSTICE.

#### 1.

*Letter—From* DAVID HALIBURTON, Esq., President, etc., Members of the Board of Revenue.

*To—*Captain ALEXANDER READ, Collector in the Baramahal and Salem districts.

*Dated—*Fort St. George, the 7th December 1792.

Government having ordered that a plan for the establishment of Courts of Civil Justice should be prepared agreeing in every essential point with the regulations established in Bengal, we herewith transmit you copy thereof after having made such alterations as local usages and peculiarities appeared to require.

2. It has been intimated to us by Government that, if after consulting with the Collectors, we think the circumstances favourable to an immediate institution of the plan in the Company's jaghir and Ceded districts, they shall have particular pleasure in giving it their sanction. Being extremely anxious to promote the early establishment of the proposed courts, we must request your immediate attention to the subject, and that you will point out what place appears to you the most proper in the districts under you for holding the Court, with any modification you think necessary for adopting the regulations more nearly to local usages.

#### ENCLOSURE.

### REGULATIONS FOR THE ADMINISTRATION OF JUSTICE IN THE COMPANY'S LAND COMMONLY CALLED THE 'JAGHIR' AND THE DISTRICTS CEDED BY TIPU SULTAN.

1. That there be erected at Conjeeveram and Tiruppassur in the Jaghir and at Krishnagiri and Dindigul in the Ceded districts, Courts of Civil Judicature by the name of Provincial Adalats, and that the local extent of each be respectively as follows :—

That provincial Adalats be erected in the northern and southern divisions of the Jaghir and in the Baramahal, Salem and Dindigul districts.

(1) That the jurisdiction of the Court at Conjeeveram shall extend over the parganas of Cavantandalam, Carangooly, Outramalore, Chingleput, Covelong and Saliwak.

(2) That the jurisdiction of the Court at Tiruppassur shall extend over the parganas of Perambakkam, Sat Magans, Peddapollam, Ponneri, Chikkarikotah, Poonamallee, Manimangalam, St. Thomé and Home Farms.

(3) That the jurisdiction of the Court at Krishnagiri shall extend over the districts of Baramahal and Salem.

(4) That the jurisdiction of the Court at Dindigul shall extend over that district.

2. That the office of Judges of the several Provincial Courts be respectively held by that person, who hath, or shall hereafter have, the charge of the revenue in each respective place.

Revenue Collectors to be Judges.

3. That every person appointed a Judge of any provincial Adalat before he shall enter on the execution of his office, do, before the Governor in Council be

deputed to administer the same, take and subscribe an oath in the following words:—

Oath to be taken by the Judges.

‘I do swear that I will administer justice to the best of my ability, knowledge and judgment without fear, favour, promise or hope of reward, and that I will not receive directly or indirectly any present or *nazar* either in money, or effects of any kind from any party in any cause or from any person whatsoever on account of any suit to be instituted or which may be depending or have been decided in the Court of Adalat under my jurisdiction, nor will I knowingly permit any person or persons under my authority or in my immediate service, to receive directly, or indirectly any present or *nazar* either in money or in effects of any kind from any party in any cause, or from any person whatsoever on account of any suit to be instituted or which may be depending or have been decided in the Court of Adalat under my jurisdiction and that I will render a true and faithful account of all sums received for deposits on causes and fees of Court and of all expenditures.’

Establishment of officers.

4. The establishment of the native officers in the said courts respectively be as follows:—[*Not entered*].

Native officers to be appointed and removable by the Judges except the deputies of the darogas and mirdahs and peons who are appointed by the darogas, who is to give security which may also be required of all other officers.

5. That the judges of the provincial Adalats, respectively, may appoint the native officers thereof conformably to their respective establishments except the deputies of the darogas and except the mirdahs and the peons and may from time to time, when any vacancy shall happen, appoint any other person, duly qualified, to the office which shall become vacant. That each daroga from time to time do appoint his own deputy and the mirdah and peons of the Court to which he shall belong and may, from time to time, remove such deputy, mirdah and peons, at his pleasure, and each daroga shall enter into a muchalka or penal obligation on such sum as shall be required by the Judge of the Court to which he shall belong for the good behaviour of the deputy, mirdah and peons, so by him appointed and the Judge of each provincial Adalat is hereby authorized to require not only a muchalka from such darogas but also muchalkas and in such sums as he may deem proper from the munsifs and other native officers of the Court.

Oath to be taken by the Registers and the native officers of the provincial Adalat.

6. That the Registers and native officers consisting of the darogas, Peshkars, Maulavis, Sastris, Amins, Munsifs, Serishtadars or head Munshies, Munshies and Writers, do take and subscribe, in open Court, before the Judge of the provincial Adalat to which they belong, the following oath:—

‘I, A.B., will truly and faithfully perform the office of (Register) of this Court according to the best of my knowledge and ability, and I will not receive, directly or indirectly, any present or *nazar*, either in money or in effects of any kind from any party in any cause, or from any person whatsoever, on account of any suit to be instituted or which may be depending or have been decided in the Court of Adalat of which I am Register, daroga, or other respective officer, as aforesaid; and that the Sastris do make and subscribe the following declaration.

‘I will faithfully execute the office of the Sastri in this court, on questions put to me in writing, or by word of mouth, by the said court, or any Judge thereof, what is in the saster, I will declare or give in writing; I will declare nothing not warranted by the saster. If I declare anything not warranted by the saster I shall be deserving of punishment from Ishwar, and I promise and swear not to accept of any consideration in money or otherwise, for any opinion or declaration of the law I now deliver as Sastri of this court.’

Duties of the Registers and darogas.

7. That it be the duty of the Register in each provincial Adalat to assist the Judge thereof, by making translations into Persian or such other current languages, of such papers as the Judge may require to be translated and to do all other official acts, which may be prescribed to him by the said Judge. That the

Judge be authorized to empower the Register to hear and receive evidence in any cause and to pass sentence in causes where the value contested shall not exceed the sum of pagodas 57-5-11½, or if the suit be for land when the public Government rent thereof shall not exceed pagodas 57-5-11½ per annum when paying revenue, or, if rent free, where the annual produce thereof shall not exceed pagodas 5-25-57, or if lands or shrotriems paying a quit-rent to Government where such revenue shall not exceed the sum of pagodas 2-30-68 per annum, all such acts to be performed in open court on extra days, when the Judge shall not sit himself and such decrees to be signed by the Register and countersigned by the Judge, as a mark of his approbation without which such decrees shall not be valid. That the daroga of each court do, after the rising of the court, procure all acts of the court to be executed, and do assist the Register in arranging and keeping the records, muniments and papers of the court, but that he do not, in any other manner on any pretence whatsoever, publicly or privately interfere in any cause, matter, or thing depending before the court or which may be intended to be brought before the court. That the Judge of every court may allot and assign to the respective officers of the court the particular business which shall be respectively done and performed by such officers.

8. That the said courts of provincial Adalat respectively have full power and authority to frame and make standing rules and orders and rules of practice for the administration of justice so that the same be not used in the said courts until they have been transmitted to the Sadr Adalat under the official seal and signature of the Judge of the court in which they shall have been framed, and have upon transmission from the Sadr Adalat to the Governor in Council been ratified and approved whereupon they shall become rules not only of the court which framed the same but of all the other provincial Adalats. That copy of these rules and regulations be forthwith transmitted to the several provincial Adalats and that the Register of each court shall on the receipt thereof in the court to which he shall belong mark such copy with the day of the month and year in which it shall have been received and file the same of record and shall in like manner mark and file of record every other copy of every standing rule or order for the administration of justice which may hereafter be made by the Governor in Council and transmitted to the provincial Adalat and that a separate book be kept by the Register, in which shall be entered a copy of these rules and regulations and of such standing rules and orders as aforesaid together with the date when the same shall be respectively received which said entries shall be severally authenticated by the signature of the Judge and shall be and remain records of the court.

Power vested in the provincial Adalats to frame and propose standing orders.

9. That the following table of fees be established for the Register and native officers of the provincial Adalat :—

Fees to be allowed to the Register and officers of the court.

To the Register.

|   | PS. | RS. | D.  |
|---|-----|-----|-----|
| 1. For registering every petition or answer at the commencement of every suit and for the unrolment of every decree to be paid by the party in whose favour the same is made where under the cause of action exceeds star pagodas 5-25-57 and does not exceed star pagodas 14-10-53 | 0   | 5   | 11½ |
| 2. Ditto in causes not exceeding pagodas 28-20-45½  | 0   | 6   | 34  |
| 3. In causes exceeding pagodas 28-20-45½ and not exceeding pagodas 857-5-11, an addition of fanams 7-23 on each hundred.  | ... | ... | ... |
| 4. In every cause exceeding pagodas 857-5-11  | 1   | 15  | 34  |
| 5. For every order, summons or process whatsoever, to parties or witnesses when the cause of action exceeds pagodas 14-10-23 and does not exceed pagodas 28-20-45   | ... | ... | ... |



THE BARAMAHAL RECORDS

|   | PS. | RS. | 0.  |
|---|-----|-----|-----|
| 6. For every order, summons or process whatsoever, to parties or witnesses on causes not exceeding pagodas 142-30-67 ... ..   | 1   | 0   | 74  |
| 7. In all causes exceeding pagodas 142-30-67 and not exceeding pagodas 857-5-11, an addition of cash 57½ on every pagodas 142-30-67 ... ..  | ... | ... | ... |
| 8. In every cause exceeding pagodas 857-5-11 ... ..   | ... | ... | ... |
| 9. For making copies of every petition, or answer of every exhibit and every deposition and of every paper, rule, matter, or proceeding for entering and filing every security where required at the commencement of any suit or for appearance, for registering every vakalatnama or written authority and for every search in the office where the cause of action exceeds pagodas 28-20-45½ and does not exceed pagodas 142-30-67 ... .. | 0   | 1   | 23  |
| 10. Ditto in causes not exceeding pagodas [ ? ] ... ..  | 0   | 1   | 74  |
| 11. Ditto in causes exceeding pagodas 285-25-57 [142-30-67 ? ] and not exceeding pagodas 285-25-57, an addition of 0-1-74 on every pagoda ... ..  | ... | ... | ... |
| 12. In every cause exceeding pagodas 285-25-57.   | 5   | 0   | 11½ |
| 13. For registering every petition of appeal ... ..   | 0   | 27  | 45½ |
| 14. For serving or executing every order, summons or process whatsoever in causes appealed, to be levied from the party in whose favour the decree is made ... ..   | 0   | 10  | 22¼ |

Fees of the native officers.

One-fourth out of every pagoda, received by the Register, by virtue of the foregoing fees to be paid and divided among the native officers, in such proportions as the Judge of the court in his discretion shall think fit.

Forfeitures for demanding excessive fees.

That for the preventing of all excessive or undue demand of fees, the Judges shall cause one copy of the foregoing table in the English language, and faithful translate thereof in the Persian, Malabar, Gentoo or other current languages written in a legible hand to be affixed in some conspicuous place, in the rooms where the said courts shall be respectively held and the several officers to whom any fee shall be allowed by such table, may after the allowance thereof demand and receive the same, but that no officer, or any person concerned in the administration of justice in any provincial Adalat, to demand or accept any fee or fees other than the fee or fees authorized by such table or any other sum or sums of money, reward or gratuity, on any pretence whatsoever on the forfeiture of treble the value of such fee or fees unauthorized by such table or of any sum or sums of money, or of any reward or gratuity accepted or received, the same being duly proved either to the satisfaction of the court to which such officer shall belong or of the Sadr Adalat.

Seal for the provincial Adalats.

10. That the provincial Adalats respectively shall have and use a seal, on which shall be cut in Persian characters the name of that court to which it shall belong, which seal shall be and remain in the custody of the Judge thereof.

Where the courts are to sit and how to pass orders, etc.

11. That the provincial Adalats be respectively held in large and convenient room in that town or place where the Judges thereof shall reside; two days in every week and oftener if occasion shall require, and that no rule, order, proceeding or decree of the said courts be made but on court days and in open court.

Judges authorized to adjourn.

12. That the Judges shall be authorized to adjourn the court from time to time for a period not exceeding one month at any season of the year, but that such adjournments shall not exceed the term of three months during the whole year.

13. That the matters cognizable in the provincial Adalats be all disputes concerning property whether real or personal, all causes of inheritance, marriage or cast, all claims concerning the right and succession to Zemindaries, Poligaris, Shrotriems, Inams, Altamghas or other rent free lands (as in the 17th article is with respect to the said Altamghas and free lands more particularly limited) or concerning disputes regarding the boundaries thereof, and all matters relating to debts, accounts, contracts, partnerships, and duties, and in general all subjects of litigation, being of a civil nature and not concerning the revenues.

14. That every court of provincial Adalat be authorized and be declared to have full power, jurisdiction and authority, to hear, try and determine all and every suit or suits which have been or may be commenced therein for the several causes above recited where the Zemindari, Poligari, Shrotriem, or other land, or house concerning which, lien or interest of which shall be in dispute lie and be, and in all other causes, where the cause of action did or shall arise or the dependant at the time the suit commenced did or shall reside as fixed inhabitant in the country, district or place, over which the jurisdiction of such court is hereinafter declared to be extended.

Limitations as to the matters so cognizable in point of time and locality.

15. That all Chiefs or Collectors and all Zemindars, Poligars, Shrotriemdars, farmers, Amils, Tahsildars, or others employed under any denomination of the revenues, do in every case, where they may find it necessary to employ Muhassils furnish the peons so employed with a writ and order under their respective seals and signatures, and give public notice that any person acting without such warrant shall be liable to punishment on complaint made to any of the Judges of the provincial courts, the Judges of the said provincial Adalats being hereby authorized to punish all offenders in this behalf by a fine not exceeding one pagoda or imprisonment for a term, which shall not exceed ten days.

Regulations relative to muhassil peons.

16. That the jurisdiction of the provincial Adalats of which the Collectors are Judges have the same extent as the Collectorships respectively.

Description of local jurisdiction of the several Courts.

17. That in every case where a suit has been instituted in one Court of provincial Adalat in which such suit is cognizable, it shall not be competent to any other court of provincial Adalat to entertain any suit for the same cause of action, and proof being made in any court of provincial Adalat in which a second suit shall be commenced on the same cause of action, that the prior suit has been instituted in such other court of provincial Adalat for the same cause of action, the Court in which the second suit shall have been brought shall dismiss the same with costs to be paid by the parties there suing.

Penalty for commencing in a different Adalat a second suit for the same cause of action.

18. That the powers and authorities thereby given and deputed do, in no wise, extend to, or be construed to extend to authorize any court of any provincial Adalat to entertain any suit or cause for any matter or thing directly or indirectly relating to the public revenue, nor concerning any demand of Government on Zemindars, Poligars, Shrotriemdars, or other land-holders, farmers, securities, Amils, Tahsildars or others employed in the collections or in any wise responsible for the revenues, or any demands of Zemindars, Poligars, Shrotriemdars, or other land-holders, farmers, securities, Amils, Tahsildars, or other persons employed in the collections on their under-farmers, malzamins, inferior land holders and collectors or others, for whom rents of revenues have been immediately due to them nor any demands for rents or revenues on persons employed in the collection of them, officially or hereditary, in the different gradations downwards, from Government to the ryots, or immediate occupants of the soil, nor again in the same manner of any complaints of ryots and persons of any of the above-mentioned denominations, against the persons to whom they pay revenues in the different gradations upwards, for irregular or undue exactions, nor of or concerning any adjustments between Zemindars, Poligars, Shrotriemdars, or other land-holders with their securities, farmers, ryots, nor any claims of any such securities, farmers, or Zemindars, nor to pass any decree concerning Altamgha or any rent-free lands, confirming the same to either of the parties suing, unless such party shall be able to prove his right by possession in the

Description of revenue causes which the Adalats are not to interfere in.

Nor to pass a decree relative to the right of property in lands without including all those who have an interest therein.

Term fixed for causes to be actionable.

Nor to cast any land holder for any debt which may have been contracted by his predecessor unless for revenue paid to Government. Nor for the amount for any bond or note without proof of a consideration given. Nor to allow more than 12 per cent interest.

Land-holders to be paid off by instalments.

Company's lands commonly called the Jaghire previous to the grant of them in 1763 and in the ceded lands previous to their surrender in 1792, or by grants under the sanction of the President and Council, nor to give the parties, or their heirs a right in any respect different from or stronger than that of the original grantee, nor to confirm to any heir the succession to lands originally granted for the life of the incumbent, or on conditions which under the grant resumable by the Government, nor to give any decree in any suit concerning the succession or inheritance to any Zemindari, Poligari, Shrotriemdari, land or house, where there be more claimants than one who, by the Hindu or Mussalman law (respect being had to the religion of the claimants) would be entitled to the same, except the same be, by such decree, adjudged to all such claimants, in such portions as they shall be respectively entitled to by the law of that religion which the claimants profess.

19. Nor to authorize the provincial Adalats to hear, try and determine any suit whatsoever against any person or persons when the cause of action shall have arisen before the two prescribed dates mentioned in the preceding article, nor any suit whatsoever where the cause of action shall have arisen twelve years before any suit shall have been commenced for the same, unless where the complainant can show by clear and positive proof that he had made demand of the sum or matter in question, and that the defendant had admitted the truth thereof or promising to pay the money or directly preferred his claim for the matters in dispute to a court of competent jurisdiction to try the same within that period, and prove to the satisfaction of the court, why he had not proceeded in the same, and that either from a minority or other good and sufficient cause he had been precluded from the means of procuring redress; nor any suit against any Zemindar or Poligar, Shrotriemdari or other land-holder paying revenue for any sum of money or other valuable consideration, on account of any debt, contract or duty, contracted by his predecessor unless it shall be proved to the satisfaction of the court that the money originally lent or arising from such other valuable consideration was for the service of the Zemindari, Poligari, Shrotriemdari, or other land, and actually paid to the Government as part of the revenues thereof nor in case of part having been paid to decree the plaintiff more than such part with interest for such part at the rate hereinafter mentioned; nor pass any decree in any suit, against any such Zemindar, Shrotriemdari, Poligar, or other land-holder on proof arising from any bond, note or instruments only without direct proof to the satisfaction of the court that the principal sum sued for really and *bona fide* was lent and paid in ready money nor to decree any interest on any debt due from any such Zemindar, Shrotriemdari, Poligar, or other land-holder beyond the simple interest of twelve per cent per annum, to be calculated from the time the interest first began to accrue to the date of the decree, and in case the decree be of such an amount that the Zemindar, Shrotriemdari, Poligar or such other land-holder cannot in the Judge's opinion satisfy the same in the with (sic) great inconvenience and personal distress the said Judge is then to order and in his decree, to provide that the same be paid by yearly instalment which the Judge according to his discretion is hereby authorized to limit and appoint and in enforcement and execution of such decree the Judge is to be guided by the same regulations as are in this code prescribed for the execution of all other decrees, except in cases, where such judgments passed against Zemindars or other land-holders, cannot be enforced for want of personal property in the party cast, from any other resource, or by any other means, than the sale of their lands, paying revenue; in all which cases the Judges are to report the same to the Governor in Council who shall thereupon order the Board of Revenue to sell a sufficient portion at the expiration of the current fasli year, cancelling the decree, or so much thereof as shall by the instalment fixed by the Judge for its liquidation have been due, accordingly an attested copy of the decree being for that purpose to be delivered to the said Board by the plaintiff or his agent who, in proportion as the said decree shall be enforced, either by the immediate authority of the Judge of the division or by the order of the Governor in Council to the Board of Revenue, is to sign a receipt on the back of decree for every payment and also a correspondent receipt to be lodged with the defendant and registered in the Canongoe office, and the

plaintiff or his vakil is, when the last payment shall be made, to deliver up to the said Board or Judge respectively, the copy of the decree with all the receipts endorsed on the same in the manner heretofore prescribed together with a receipt in full, which said copy of the decree and receipts the said Board are thereupon required to cause to be deposited and kept among the muniments of Canongoe office and the Judge among the records of his court, nor concerning any debt, contract, bond or other engagement entered into, or concluded by any such Zemindar, Shrotriendar, Poligar, or other land-holder, unless it shall be proved to the court that the same shall have been contracted with the previous sanction and consent of the Board of Revenue and that a note or memorandum specifying such sanction and consent shall have been registered in the Canongoe office at the Presidency; nor any debt, contract, bond, or other engagement entered into, or concluded by any such Zemindar, Shrotriendar, Poligar, or other land-holder with any European or with any native officers employed in the collection of the revenues, or in any courts of justice whether a memorandum of the same be or be not registered.

20. That the said courts shall not in any suit decree a higher interest than 12 per cent per annum nor give compound interest arising from any intermediate adjustment of accounts nor to allow or award any greater interest on mortgage bonds than is by this rule allowed on other bonds but to consider all mortgages as virtually and in effect cancelled and redeemed whenever the principal sum with the simple interest due thereon shall have been realized from the usufruct of the subject mortgaged or otherwise liquidated by the mortgagor.

21. Nor to decree the payment or satisfaction of any sum due or owing on any pattra, *tamassuk* or bond shall not have been proved to have been executed in the presence of two credible witnesses except the payment of the sum demanded on the pattra, *tamassuk* or bond or some other valuable consideration for the same having been had or received shall be proved to the satisfaction of the court so that this restriction do not extend to or be understood to extend to any bills of exchange, receipts or notes of hand in the determination of which the custom of the country is to be referred to and abided by.

Bonds to be  
duly witness-  
ed.

22. That any person whatsoever by himself, or his vakil may, for any other causes hereby made or declared to be cognizable by the provincial Adalats, prefer a complaint in writing to that court of provincial Adalat to which the cognizance of his cause shall belong, whereupon the said court shall issue a summons which summons shall contain a short account of the nature of the demand contained in the complaint and shall require such person to appear at a certain time in the provincial Adalat, to make answer to the said complaint a copy of which summons shall be served by the daroga or his inferior minister on the defendant, if he can be found and the daroga or his inferior minister shall enforce obedience to the same by compelling such defendant to appear, or the said court may authorize the daroga to take security in such sums as the court may direct for the appearance of such defendant, and the daroga shall return on the day appointed in the summons the summons with an endorsement thereon specifying in what manner he hath executed the same, and if the defendant shall appear, the court shall fix a certain day, according to the discretion of the court, for him to make answer to the said complaint and may, if the court shall deem it reasonable so to do, grant further day or days for the defendant to make answer and may take good and sufficient security that the defendant shall on the day fixed make answer to the said complaint, and shall abide and perform such order or decree, as by the court shall be made in the cause and unless such defendant shall find such good and sufficient security he shall be committed to close custody until he shall have answered and performed the decree of the court, or given such security as aforesaid and when the said defendant shall have made answer to the complaint, the plaintiff shall on the next court day reply to the same, but shall not be permitted to introduce by his replication any matter whatsoever which was not contained in his bill or complaint but shall either confess the answer of the defendant to be true, or shall simply and shortly deny the truth of such facts contained in the answer which he intends to dispute, or simply deny the truth of all the facts contained therein or the

Process to be  
observed in  
the issuing of  
summons and  
the hearing  
and trying of  
causes

competency of the answer and the defendant shall, on the same day immediately rejoin to the same but shall not be permitted to introduce, by his rejoinder, any matter not contained in his answer but shall simply deny the truth of the replication of the plaintiff or such parts as he means to dispute over the truth, or competency of his own answer and no further pleadings whatsoever shall be admitted in the cause. But if by mistake or inadvertence or any other cause the plaintiff shall have omitted to insert in his complaint any thing material in the cause, on stating the same to the court either by himself or his vakil, the court may permit the plaintiff to prefer a supplemental complaint stating such matter to which the defendant shall be at liberty to put in, on a day to be fixed for that purpose, another answer, and the plaintiff and defendant shall reply and rejoin in the same manner and no other as they shall have done on the original complaint, and if the defendant in like manner shall by mistake or inadvertence or any other cause have omitted to insert in his answer any thing material to his defence, on stating the same to the court, either by himself or his vakil, the court may permit the defendant to put in an additional or supplemental answer to which the plaintiff and defendant may reply and rejoin in the same manner, and no other, as they shall have done in the original answer so that no more than one supplemental complaint or one supplemental answer be admitted or received by the court and in all causes where the defendant shall refuse or neglect to rejoin at the time appointed for that purpose, the Register of the court shall enter a rejoinder for him and the cause shall be proceeded on in like manner as if the defendant himself rejoined and when the rejoinder shall have been put in and the several thereby be thus in issue, the court shall demand, immediately fix a day, and shall, on the day fixed (eight days notice thereof shall be given to the parties), or as soon after as the business of the court will permit, examine the truth thereof by oaths of the parties, if they mutually consent to the same and of such witnesses as shall be produced by both parties, if such parties have any witness to produce, and for that purpose the court of provincial Adalat may on the requisition of any plaintiff or defendant, or their vakil, issue a summons to such witness as the parties shall name (not being a Hindu or Mussalman woman of a rank or quality which, according to the prejudices of the country, would make it improper to compel her to appear in an open court of justice) specifying at whose request the summons shall have issued and requiring them to appear in the provincial Adalat on a day named in the summons, there to depose concerning the matter in dispute between the parties and if such witness so summoned shall not attend on the day appointed, or attending, shall refuse to give evidence or to subscribe his deposition as hereinafter required; the judge of the provincial Adalat may, in the first case, if it shall be proved to his satisfaction on oath that the witness was material to the cause, issue an order to the daroga to seize and bring such witness not attending before the court and shall and may inflict on such witness, not having attended, or refusing to give evidence a fine not exceeding one pagoda and may commit such witness to close custody until he shall consent to give his evidence and sign his deposition in the cause and if any witness shall in consequence of such summons appear, who shall have incurred any expense in consequence thereof, the court may award to him such sum of money for the same as the court shall think reasonable, be the witness examined or not, and if the sum so awarded shall not be paid immediately or secured to the witness to the satisfaction of the court, the party at whose requisition the witness was summoned (if such party and two credible witnesses shall not have taken the oath hereafter required in cases of poor persons not able to pay the deposit money fees due to officers and costs) shall not only lose the benefit of the testimony of such witness, but shall be compelled to pay such witness the sum so awarded and for that purpose, after the decree shall be passed in the cause, shall, by order of the court, be committed to close custody until he shall have paid the same and the provincial Adalat shall administer, to such parties, so consenting to be examined on oath, and to such witnesses, such oath as according to their different religions and persuasions, shall be deemed most binding on their consciences, provided that, where any witness or witnesses may be of such rank, cast or quality that it may be, from the prejudices of the country, improper to administer an oath to them, the judge of the court may

Manner of  
summoning  
witnesses  
and taking  
their eviden-  
ces.

dispense with their being sworn on their subscribing a declaration to the following effect, to wit, if the witness be an Hindu: 'I will faithfully answer such questions as shall be put to me by the court in the cause now before the court, according to the truth; I will declare nothing not warranted by the truth. If I declare anything not warranted by the truth, I shall be deserving of punishment from *Ishwar*'; and in case such witness be a Mussalman: 'I do sincerely promise and swear in the presence of Almighty God, that I will, faithfully, without partiality, answer any question put to me by the court respecting the cause now before the court according to the truth'; and the testimony and deposition of such witness or witnesses so subscribing shall be read and received as good evidence in the cause, and be filed and recorded in like manner as if the witnesses had been sworn and the court shall cause the deposition of every witness to be separately reduced into writing and to be subscribed by the witness with his, or her, name or mark, and to be filed of record and every exhibit or written evidence whatsoever (other than exhibits proved by such absent witnesses as are hereinafter mentioned) shall be produced in open court at the trial, and shall, if disputed, be duly proved by the examination of witnesses sworn as aforesaid, whose depositions shall, in like manner, be reduced into writing and signed as aforesaid, and every exhibit shall be marked with some letter or number to identify the same, and such letter or number shall be referred in the deposition proving the same and all exhibits proved by witnesses not present in court as aforesaid, shall, in like manner, be marked and referred to in the depositions proving them and shall be endorsed and minuted as being read at the time they are read in the court; and in case of any witness being a Hindu or Mussalman woman of a rank or quality which, according to the prejudices of the country, would make it improper to compel her to appear in an open court of justice, the courts of provincial Adalat are hereby authorized to depute or commission three credible persons being women, such women being first sworn to execute the said commission faithfully and truly, to administer either an oath or such declaration as is before required from persons of high rank according to the discretion of the judge and the religion of the witness, and to examine such witness, on written interrogatories delivered to the persons so deputed by both parties or their vakils if both parties shall desire to examine such witnesses and in like manner, if any witness or witnesses whose depositions shall be necessary to the determination of any cause shall live and reside out of the jurisdiction of the provincial Adalat in which the suit is instituted and at a greater distance from the same than fifty cose, the judge of the court of provincial Adalat is hereby authorized, by letter signed by himself and sealed with the seal of the court to request the judge of the provincial Adalat, in whose jurisdiction such witnesses shall live and reside, to administer either an oath or such declaration as is before required from persons of high rank, according to the discretion of the judge who shall grant such commission and the religion of the witness, and to examine such witness on written interrogatories delivered or transmitted to the judge, so deputed by both parties or their vakils, if both parties shall desire to examine such witness, and the judge to whom such letter is directed is hereby authorized and required to examine each witness named in such letter according to the requisition thereof and the person so commissioned and the judge to whom such letter shall be directed, shall return the depositions of such witnesses, signed by such witnesses, to the judge of the court in which the cause is depending, at the time required by the commission or letter, and such depositions so taken shall be read and received as good evidence in the cause and shall be filed of record; if such witness or witnesses shall not live or reside within the limits of any other provincial jurisdiction, the judge of the court in which the cause is depending shall make application to the chief or the Collector that measures may be taken for procuring the evidence of such witness, or witnesses upon written interrogatories according to the form and manner before required and such evidence so taken shall be read and received as good evidence in the cause and shall be filed of record and when the parties shall have been heard and all the witnesses on both sides examined, shall give judgment, and shall decree according to the justice and right and, if money be ordered to be paid by such decree, such judge may, by his decree, award the

payment thereof to be made by kistbandi or instalment from the defendant and direct that the several kists or instalments shall be paid according to the respective times limited thereby; and if the interest on any loan has accumulated so as to exceed the principal, may, according to his discretion, on the review of the circumstances of the debtor, decree the payment of the debt according to this known and established custom of the country, namely, where the interest has accumulated so as to exceed the principal, to reduce it to one half of the principal or where the interest has exceeded one half of the principal to reduce it to a quarter, and shall order costs to be paid to the party in whose favour the decree shall be made, such costs having been first taxed by the Judge of the court; and the said court shall cause the decree to be executed, in case any Zemindari, Shrotriem, Poligari, other land or house be decreed to the Plaintiff, by causing possession of the same to be delivered, and in case of any other property being decreed to the plaintiff, by ordering the specific thing to be delivered or by causing the value of the sum, or other thing decreed to be levied by sale of the lands and houses being rent-free land and of all other effects, either real or personal, of the party against whom judgment shall have been given, by public auction or by attachment of the person, or, where it shall be necessary, both by sale of the effects and attachment of the person, provided, nevertheless, that in every case whatsoever when any decree shall be made concerning the succession or inheritance to any Zemindari, Shrotriem, Poligari or other land paying rent, or in any wise concerning the possession thereof, the Judge of the court, in which such decree shall be made, shall, within one week after making such decree, certify to the Governor in Council under his hand and the seal of the court, a copy of such decree and also a short abstract thereof specifying the time when the same was made, the name of the person who was last in possession of the Zemindari, Shrotriem, Poligari, or other land and of the person to whom the same shall be decreed.

23. That if any suit be instituted in any provincial Adalat and the cause of action shall not exceed the sum of pagodas 57—5—12½, it shall be competent to the Judge of the court, with or without the consent of the parties, to refer the said suit to one arbitrator for his final decision and award; and the judge, before he shall make such reference, shall in open court require the parties or their vakils, on or before the next court day, mutually to choose some one common friend or indifferent person willing to accept the arbitration and, if the parties shall agree in the nomination of an arbitration willing to accept the arbitration, the person chosen or nominated shall be the arbitrator in the cause and, in default of the parties so mutually choosing or nominating, or in case the common friend and indifferent person mutually chosen should refuse to accept such arbitration, the Judge shall, of his own authority, appoint a person to be arbitrator in the cause and the arbitrator so being chosen, nominated or appointed, the Judge of the court shall transmit to such arbitrator a copy of the bill of complaints, and shall, by a short writing under his signature, refer all matters in dispute to such arbitrator, and in such case the court shall grant the like process as well to the parties and witnesses to appear before such arbitrator and shall administer such oath to the parties and witnesses, as the court is authorized to do in causes tried before the Judge thereof, and the several persons not attending in consequence of such process, or making any default, or refusing to give their testimony, or sign their depositions, or being guilty of any contempt to the arbitrator in the execution of his office, shall be subject to like disadvantages, penalties and punishments, by order made by the arbitrator, as they would incur for the same causes in suits tried before the Judge of the court so that the arbitrators do report such order together with the reason for making the same to the Judge of the court, and do obtain the consent of the Judge thereto which shall be signified by such Judge signing such order with his name; and such arbitrator shall hear, try and determine such suit, so referred, so that he do proceed in like manner (or as near as may be) as Judges in provincial Adalat are directed to proceed in causes tried by them, and shall make and deliver in his award, on day to be fixed by the Judge of the court, who is hereby authorized, if

he shall see reasonable cause, to prolong and enlarge, according to his discretion, the time of delivering in the award, and when such arbitrator shall have made his award he shall refer the same together with a summary state of the case, in writing under his signature and seal, to the Judge who shall revise and correct or confirm such award, and sign the same with his own name and such award, so corrected and confirmed, shall be final and conclusive on the parties, and shall be entered and recorded in the proceedings of the cause; and the Judge of the court shall make his decree conformable to such award and such arbitrator shall, at the time of the delivery of his award, deliver into the Register of the court the whole of the proceedings, depositions and exhibits had before him, which shall be marked by the Register with the names of the parties in the cause and the date when the same was delivered and shall be deposited among the muniments of the court, and the decree made thereon shall be carried into execution in the same manner as other decrees are directed to be executed.

24. That where any suit shall be commenced in any provincial Adalat where the cause of action shall not exceed pagodas 28—20—45 the Judge may recommend to the parties to appoint some person, whom they shall mutually agree as the arbitrator in the cause, on or before the next court day, and if suit parties shall neglect or refuse to appoint such arbitrator the Judge of the court may appoint the Zemindar or some public officer or principal man, near the place where the cause of action shall have arisen, to be arbitrator therein, and such person mutually chosen or such person so appointed shall report his award at a time to be fixed by the Judge of the court, who shall peruse the same, and if he shall approve thereof, shall order it to be entered of record and decree according thereto, and if he shall disapprove the same, then make such alteration therein as justice shall require and shall record such award so altered and make his decree according thereto.

25. That the provincial Adalat be authorized and empowered to make such other orders in the course of the cause, as justice may require. That in complaints brought before any Adalat in which it shall appear either by the application of the Nabob Walajah, or the representation of the defendant, at or before the time of going in his or her answer, or by the petition of the complainant, that both parties are servants or relations of His Highness the Nabob, such parties shall be referred for justice to the said Nabob or to such person as he shall appoint for the dispensation of it, and on any complaints preferred against any servant or servants of His Highness by persons of a different description, it shall be lawful for the court in which such complaints may be brought, to use its discretion by referring such causes to His Highness as aforesaid, or by hearing them in the ordinary manner, taking care at all times and in all cases to pay every proper attention to the dignity and long established rights of the Nabob, provided always that in every instance where any of the parties shall, as plaintiff or defendant, prefer the jurisdiction of the Adalat to that of the Nabob, the judge is to proceed to hear and take cognizance of all such causes in the usual manner.

26. That where any defendant to any suit in any provincial Adalat shall be committed to close custody at the instance of the plaintiff for any other cause than disobedience to an order of the court, and until such time as he shall have obeyed, the Judge shall, at the time of the commitment of such defendant, make an order on the plaintiff for the due payment of such monthly allowance as the Judge shall think reasonable for the subsistence of the defendant, respect being had to the rank of the defendant and circumstances of the plaintiff so that no such allowance shall exceed the sum of three fanams, or be less than one fanam per diem, which said monthly allowance shall be made payable to the daroga, who shall give receipts to the plaintiff for the same dated on the day on which such monthly allowance shall be paid; the first payment whereof shall be made immediately, and every payment after shall be paid at the expiration of every month to be calculated from the day on which the defendant was committed and if such plaintiff shall neglect or refuse to pay such allowance for the space of one month after any payment shall become due, the daroga shall make a report to the



Judge in writing, and under his signature of such neglect or refusal whereupon the Judge of the court shall cause a notice in Persian, Malabar, Gentoo or other current languages to be affixed in some conspicuous place in the room where the Adalat is holden, that if the plaintiff shall not, within one month after the date thereof, make such payment as are in arrear, together with one month's allowance, the court will discharge such defendant out of custody, and if such plaintiff shall not make such payments as by the notice he is required to make, the court shall discharge such defendant out of custody.

27. That if any defendant, against whom a summons shall have issued, shall have absconded, or is not after diligent search to be found and the daroga shall have returned such cause for not having served the same, the Judge of the court shall cause a writing in Persian, Malabar, Gentoo, or the other current languages to be stuck up in some conspicuous part of the room in which the court shall be held, which writing shall contain a copy of the summons, and a notice that if the party shall not appear on a day to be fixed not less than ten days (from the time that the same shall be fixed up) the court will, without further notice, process or order, proceed to hear, try and determine the cause without the appearance or answer of the defendant and the court shall order a copy of the said summons and notice to be read, and proclaimed by beat of tom-tom, in the village in which the defendant last resided, on three several days within the time limited by such notice for the appearance; and the daroga shall return such order with an endorsement stating at what times and place such proclamations were made, which shall be filed of record and if such defendant, on whom no summons can be served after such notice and proclamation, shall not appear at the time limited in such notice, or if any defendant having been served with such summons shall not appear, or if, having appeared, he shall refuse to give answer or make other defaults, or shall admit the truth of the plaintiff's bill of complaint, the court shall, on examining the allegations of the plaintiff only, and the depositions of his witnesses, decree and give judgment in like manner as if the defendant had appeared, answered, and entered into proof; and if the plaintiff shall, at any time, neglect to proceed in his cause for the space of six weeks, the cause shall be dismissed except the plaintiff can show good and sufficient cause to the court for his not proceeding therein and the court may award to the defendant such costs as he may have incurred in such suit. In case any defendant, for whose appearance security shall have been taken, shall not appear or, having appeared, shall refuse to give answer, the plaintiff may, at his option, either institute a suit against the securities on their engagement in which suit shall be recovered that which shall be proved due from the defendant to the plaintiff or proceed against the defendant in like manner as defendants may be proceeded against who have been served with a summons and who have not appeared, or who have refused to give answer.

28. That every process, rule, order or decree of the Adalat (except in the case hereby otherwise provided for) shall be immediately served or executed without application to, or the interference of, any person whatsoever according to the requisition thereof, within the limits of each Judge's own local jurisdiction provided that, in every case where any Hindu or Mussalman woman of rank or quality which according to the prejudices of the country would make it improper to compel her to appear in open court of justice, shall be defendant, it shall not be competent to any Judge of any provincial Adalat to issue any summons or other compulsory process against such defendant, to compel such defendant to appear and make answer, but shall, in lieu thereof, issue a summons requiring such defendant to appear by herself, or by her wakil, at a certain time to be named in such summons to appear in the provincial Adalat and make answer to the complaint, and abide such orders of the court as shall be made in the cause which shall be directed to the daroga of the court, and shall contain a short account of the nature of the demand contained in the complaint, together with a notice that, if such defendant shall not appear as required by the summons at the time limited therein, or having so appeared shall not give answer to the complaint at such time as shall be fixed by the court, or make other default, the court will proceed to hear, try and determine the cause as if he or she had appeared,

answered and done such things as he or she might have done in defence of the suit, and such summons shall command the daroga to deliver a copy thereof to some principal servant of such woman, and in such manner to summon such defendant to appear, at the time named in the said summons, in the provincial Adalat to make answer to the said complaints and to abide such orders as the court may make in the cause; and the daroga shall serve such summons in the manner herein directed, and in no other manner, and shall not make use of any force or compulsion to enforce the same and shall return, on the day appointed for the appearance of such defendant, the summons with an endorsement thereon, specifying in what manner he hath executed the same, if he hath executed the same, and, if he hath not, the reason why he hath not executed the same; and if such defendant shall appear by herself or her agent the court shall fix a certain day, according to the discretion of the court, for him or her to make answer to the said complaint and the court shall appoint such day for pleading and the parties shall plead in such manner and the court shall hear, try and determine in like manner as in suits instituted against persons not being such woman as aforesaid or if such summons shall have been issued, and such defendant being the principal servant of such defendant, of such woman as aforesaid, shall abscond to avoid the service thereof or shall not, after diligent search and enquiry be found, so that such defendant can be summoned as is hereby directed, the Judge of the provincial Adalat, on the return of such summons and the proof of such facts by oath being made before him, shall proceed against such defendant in like manner as the courts of the provincial Adalat are directed to proceed against a defendant who shall have absconded or who, after diligent search, cannot be found, so that a summons can be served; and if such defendant, on whom no summons can be served after such notice and proclamations as aforesaid having been made, shall not appear, or appearing shall neglect or refuse to give answer or make other default, or shall admit the truth of the complaint, the court shall, on examining the allegations of the plaintiff only and the depositions of his witnesses, decree and give judgment in like manner as if such defendant had appeared, answered and entered into proof.

29. That when the attendance of any persons as parties to any suit, or as witnesses therein, who may be residing outside the limits of jurisdiction of the Adalat, shall be required, the Judge of the Adalat trying the cause shall address the Judge in whose limits they reside, or if there be no Judge the Chief or the Collector requiring him to order their attendance and he is directed to attend to such requisition without any further delay than may be absolutely necessary to provide for the security and collection of the revenues during their absence, in case they should be concerned therein.

30. That if any Zemindar, Shrotriendar, Poligar or other land-holder or any person being a native and employed under any denomination whatsoever, in the collection of the revenue under the Board of Revenue, or any person or persons who has or have or hereafter may have the general charge of the revenues or charge of the revenue in any particular district, shall resist, or cause to be resisted, any process, order, rule or decree which shall at any time issue from any court of provincial Adalat on proof thereof being made by oath to satisfaction of the Judge of that court from which such process, order, rule or decree shall have issued, such court may and shall summon such Zemindar, Shrotriendar, Poligar or other land-holder or person so employed in the collection of the revenue in the manner directed in the last article, if the party be situated out of the local jurisdiction of such court, to answer to such charge; and if such Zemindar, Shrotriendar, Poligar or other land-holder, or person so employed in the collection of the revenue shall abscond, so that he cannot be served with such summons, he shall be proceeded against in like manner as other persons who absconded, so that they cannot be served with the process of the court; and if such Zemindar, Shrotriendar, Poligar, or other land-holder or person employed in the collection of the revenue, shall refuse or neglect to make answer, or if after answer given and the hearing of such evidence as he may produce, it shall be proved to the satisfaction of the court that he is guilty of such charge, the court shall award and decree that such person

being a Zemindar, Shrotriendar, or Poligar or other land-holder, do, from the time of the decree then made, forfeit his Zemindari, Shrotriem, Poligari or other land, and every right and title [he] or his heirs may have in or to the same; and if such offender be a person employed in the collection of the revenue, may impose a fine on such person not exceeding pagodas 571-15-35 and cause the same to be recovered by such ways and means as sums decreed in any cause are directed to be recovered by and it shall be lawful to such Zemindar, Poligar or other land-holder and such person concerned in the collection of the revenue against whom such decree shall be made, if such fine shall exceed pagodas 285-25-37, to appeal to the Sadr Adalat within three months after such decree shall have been made and copy thereof shall have been delivered or tendered to him; and in case any Zemindar, Shrotriendar, Poligar or other land-holder against whom such decree shall be made in any court of provincial Adalat, shall not appeal against the same within the time limited for appeals, then the court, which shall have made such decree, shall immediately transmit to the Governor in Council a copy of the said decree, and of all the proceedings thereon, provided always that such Zemindar, Shrotriendar, Poligar or other land-holder shall not be ousted or expelled from the possession of such Zemindari, Shrotriendar, Poligari, or other land except by, or in virtue of, an order from the Governor in Council confirming such decree, and ordering and directing the manner in which the same shall be carried into execution and to whom the Zemindari, Shrotriem, Poligari, or other land shall be delivered, and that it be competent to the Governor in Council either to order such decree to be executed or to change or commute such forfeiture for any sum of money which the Governor in Council shall think adequate to the offence for which such decree had been given, so if the Governor in Council shall not, within one month after such decree shall have been transmitted to them, either order the said decree to be executed, or change or commute the forfeiture for such sum of money as he shall deem adequate to the offence, the decree shall stand confirmed against such Zemindar, Shrotriendar, Poligar, or other land-holder for ever, and the court shall order such Zemindari, Shrotriem, Poligari or other land to be seized and sequestered, and the possession thereof to be delivered to an Amin who shall be appointed by the court to manage the same, and to receive the rents, issues and profits of the same until such time as the Governor in Council shall direct to what person, other than such Zemindar, Shrotriendar, or Poligar, or other land-holder, the same shall be delivered as that the said Amin, the necessary deductions being made for expenses, and for his trouble to be allowed by the court, so account for, and pay to the person to whom the Governor in Council shall direct the Zemindari, Shrotriem, Poligari, or other land to be delivered, all rents, issues and profits which shall have accrued during the time such Zemindari, Shrotriem, Poligari, or other land shall have been sequestered, over and above the amount of the current kists of Government's revenue, which he is to pay to the Collector of the district in which such Zemindari, Shrotriem and Poligari or other land, may be situated.

31. That the several Registers of the provincial Adalat to keep a separate cause book in which shall be entered the several causes for the trial of which a day shall have been appointed by the court, and shall on the day appointed, or as soon after as the business of the court will permit, call on such causes for trial in the order in which they shall have been entered, and the court shall proceed to hear, try, and determine the same as they shall be called except there be some special reason to the contrary and a paper containing a list of such causes and the days appointed for their several trials, shall be constantly affixed in some conspicuous part of the room where the court shall be held.

32. That in all cases of disputed property regarding land, houses or the limits, boundaries or land marks of the same, where a local investigation may be deemed proper, an amin shall be appointed by the court, who shall be sworn to make a true and faithful report to the court of the several matters which shall be given to him in charge by the court, and that he will not take or receive from either party any gratuity or reward other than such sum as shall be allowed to him by the court, which amin shall, at a day certain to be named by the court, make his

report to the court in writing subscribed with his name, which said report shall be received by the court as evidence in the cause with regard to the matters which the said amin was commissioned to investigate and no other, and the court may order (special care being taken that the expenses are not unnecessarily incurred by the amin by delays or other means) such sum to be paid to the amin as may be deemed reasonable for his pains and trouble and that such sum be added to the costs and be paid by the person against whom the decree shall be made.

33. That in all causes concerning disputed accounts, partnerships, debts, doubtful or contested bargains, non-performance of contracts which shall be instituted in any provincial Adalat, it shall be recommended to the parties to submit the decision of their causes to arbitration, the award of which shall become a decree of the provincial Adalat so that the parties be at liberty to choose the arbitrators who are to decide the cause without fee or reward and the Judge, as hereby directed, to afford every encouragement in his power to inhabitants of character and credit to become arbitrators, but is not to employ any coercive means for that purpose nor to permit any of his private servants, or any of the officers or ministers of the provincial Adalat to be arbitrators in any cause, and that he do recommend and, as far as he can without compulsion, prevail upon the parties to submit to the arbitration of one person to be mutually agreed upon by the parties.

34. That in all suits regarding succession, inheritance, marriage and cast, and other religious usages or institutions, the laws of the Kurān with respect to Muhammadans and those of the Sastras with respect to Hindus, shall be considered as the general rule for the Judges' guidance, and on all such occasions the Maulavis, Sastris, shall respectively attend to expound the law, but that in case of succession to Zemindaris, Shrotriems, Poligaris or other lands, the Judge do also ascertain whether they have been regulated by any general usage of the pargana, where the disputed land is situated, or by any particular usage of the family suing, and do consider in his decision the weight due to the evidence on this head.

35. That whenever a British subject or any person under whatever description, not being amenable to the jurisdiction of the provincial courts, shall institute a suit in any provincial Adalat against a person duly amenable to it, it shall be required that besides the depositing the fee enjoined by the Judicial regulations, he shall also sign an instrument according to the form hereinafter recited, in the nature of a bond of arbitration, declaring himself subject to the jurisdiction of the court for so much as shall relate to the suit in question and bind himself to abide by the award or decree of the court, in the same manner and to the same extent as the jurisdiction of the court is valid against the defendant, and if such plaintiff shall refuse to execute such an instrument the plaint shall not be received nor filed.

*Form of Bond.*

Know all men by these presents that I \_\_\_\_\_ of \_\_\_\_\_ am held and firmly bound unto \_\_\_\_\_ of \_\_\_\_\_ Esquire, Judge of the Provincial Adalat at \_\_\_\_\_ in the district of \_\_\_\_\_ in the sum of \_\_\_\_\_ to be paid to the said \_\_\_\_\_ his executors, administrators or assigns for which payment well and truly to be made, I do hereby bind myself, my heirs, executors, and administrators, firmly by these presents sealed with my seal dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Christ One thousand seven-hundred and \_\_\_\_\_

Whereas the above bond hath \_\_\_\_\_ on the day of the date hereof commenced an action, cause or suit in the said provincial Adalat before the said \_\_\_\_\_ against \_\_\_\_\_

Now the condition of this obligation is such that if the said \_\_\_\_\_ his heirs, executors and administrators and every one of them do and shall on his and their parts and behalves, in all things well and truly stand to obey, abide, observe, perform, and fulfil all such final judgment and judgments, order and orders, decree and decrees, as shall or may be at any time given in the said action, cause or suit, in the said court of provincial Adalat (and confirmed on appeal, if the same suit

or cause shall be appealed) then these obligations shall be void, or else to remain in full force and virtue.

Sealed and delivered (where no stamps are in use or to be had) in the presence of—

36. That no Judge of any provincial Adalat shall, upon any pretence whatsoever, cause to be made any report of any matter of any fact, relating to any cause depending before him, in order to the making of any decree, by any officer or officers, or any other person whatsoever other than in the cases, specially mentioned in these regulations, nevertheless that it be competent to such Judge to refer any question arising on the Mussalman or Hindu Law to the Maulavis or Sastries of the court, respect being had to the law in which each [is] conversant, and that a statement of facts on which the question shall arise be made out in writing signed by the Judge of the court and be delivered to such Maulavi or Maulavis, Sastri or Sastris, for his or their opinion thereon, and a blank left for the answer or answers of such Maulavi or Maulavis, Sastri or Sastris, to be written on the same paper on which the question is stated or on that and on a paper firmly annexed thereto, immediately under and following the same, and be signed by and with the name or names of such Maulavi or Maulavis, Sastri or Sastris together with the date of the time when such question or questions were submitted to him or them, and when such answer or answers shall be given.

37. That no award of any arbitrator or arbitrators be set aside by any provincial Adalat except on full proof made by oath of two credible witnesses that the arbitrators had been guilty of gross corruption or partiality in the cause in which they had made their award.

38. That if any person or persons be guilty of any contempt to the court in open court or of arrogation of the authority of the provincial Adalat or illegal exertions of judicial authority in their own causes, the court may immediately punish such person or persons by a fine or fines not exceeding pagodas 57—5—11½ each and by holding such person or persons in custody till such fine or fines shall be paid, due respect being had to the rank and circumstances of the person or persons, their offending in respect to the amount of the fine.

39. That if any witness or other person shall be guilty of wilful perjury in any cause or matter depending in court, the court may immediately commit such person to close custody and shall with all convenient speed send him to the Presidency together with evidences which are necessary for his conviction and a written charge signed by the Judge of the court to be proceeded against accordingly.

40. That where any person shall have commenced a suit in any provincial Adalat and shall, pending that suit or after any decree made therein, commence another suit in any other court of provincial Adalat for the same cause, or if any person should commence any suit in any provincial Adalat which shall appear to the Judge thereof to be frivolous, vexatious or totally groundless, the suit shall not only be dismissed with such costs as the court may think proper to award, but such plaintiff may be committed to close custody for a time not exceeding one month, or may be ordered to receive corporal punishment not exceeding 20 lashes with a rattan, according to the degree of the offence, and the person's station in life.

41. That no *Dohotra Pachattrra* or any other fee or commission on the account of money recovered or attached on the decisions of causes nor any other fine whatsoever, except such are allowed by these regulations, be received on any pretence whatsoever, and that a deposit shall be taken on every plaint filed at the commencement of a cause in the proportion of the sums or value sued for in the bill of plaint, the rate of the said deposit to be as follows :—

|                           | RS.   | RS. | C. | ... | ... |                 |
|---------------------------|-------|-----|----|-----|-----|-----------------|
| On all sums not exceeding | 285   | 25  | 58 | ... | ... | Ps. 5 per cent. |
| On do.                    | 1,248 | 20  | 46 | ... | ... | Ps. 4 do.       |
| On do.                    | 2,857 | 5   | 13 | ... | ... | Ps. 3 do.       |
| And on all sums above     | 2,857 | 5   | 13 | ... | ... | Ps. 2 do.       |

That where the suit is for property in the lands, the lands shall be estimated according to the annual produce or jama, that is to say, rent-free lands at ten times the amount of their annual produce, lands paying a quit-rent to Government at twenty times the [amount] of their annual quit-rent and lands paying rent at the amount of one year's jama or revenue payable to Government and the deposit taken on filing the plaint shall be calculated accordingly and that such deposit shall be paid by the plaintiff at the time of filing his bill of plaint; but if the decree be made against the defendant and the whole of that which is demanded by the complaint be decreed to the plaintiff, a sum equal to the deposit shall be decreed to the plaintiff, added to the costs which shall be awarded to the plaintiff; but if part only thereof be decreed to the plaintiff, a sum bearing the same proportion to the annual produce if that part be rent-free land, to the annual jama or revenue to Government if that part be land paying revenue, and if that part be money or some specific thing, to the money or value of the thing decreed, as the deposit did to the demand laid in the complaint, shall be decreed and shall be added to the costs which shall be awarded to the plaintiff, and such sum so added in every cause shall be recovered from the defendant in like manner as all other monies which shall be decreed are hereby ordered to be recovered.

42. That at the commencement of any suit or in any provincial Adalat if it shall be proved to the satisfaction of the Judge of the court in which the suit shall be commenced, by the oath of the plaintiff and of two credible witnesses, that they believe such oath to be true that the plaintiff is, after all his just debts paid, not worth more than the sum of pagodas 28 Rs. 20 C. 45 $\frac{1}{2}$ , exclusive of the value of the deposit by these regulations required to be made, it shall be competent for the Judge of the court in which the suit shall be instituted in lieu thereof to accept either a mal-zamin to the amount of such deposit and of such costs and fees as the court shall think likely to be incurred or hazir-zamin to be respectively entered into by the plaintiff and two good and sufficient securities according to the discretion of such Judge.

That where a mal-zamin shall have been given, the Judge shall, if the suit be determined against the plaintiff, cause the amount of the deposit of the fees and of costs to be paid to the Register of the court and, where a hazir-zamin shall have been given and the plaintiff shall have failed in his suit, the Judge, if he shall deem the suit frivolous or vexatious and the plaintiff shall not pay the amount of the deposit and of the fees and costs, shall, and is hereby authorized to, commit such plaintiff to close custody for any space of time not exceeding three months and if the said two securities shall not produce such plaintiff so that he may be proceeded against as aforesaid, if such securities shall not cause such deposit fees and costs to be paid, the court shall, and is hereby authorized to, commit such securities to the common goal [gaol?] for any space of time not exceeding three months and such defendant who shall have been so committed shall, after he has been confined accordingly, be discharged and exonerated from the payments of costs in like manner as if the decree awarding the same had been fully satisfied by payment thereof and if in such case the decree be for the plaintiff, such sum shall be added to the costs as is required to be added where the deposit is paid at the commencement of the suit and the plaintiff shall, at the time the decree shall be carried into execution, pay such sum, so added, into court, to be accounted for in like manner as deposits are hereby ordered to be accounted for.

43. That no complaint be received from any other persons than the plaintiff in the cause nor any answer from any other persons than the defendant except such person shall produce, and cause to be filed of record, a written authority signed by the party for whom he appears and sealed with his seal in the presence of two witnesses constituting him vakil of such party in the cause and, if he be on the part of the plaintiff, authorizing him to commence the suit and, if for the defendant, to defend, and unless the party executing the same shall thereby undertake to abide by and confirm all such acts, matters, and things which his vakil so constituted shall do or undertake on his behalf in the cause, as if he himself had been personally present and consenting, and no act whatsoever shall be done or admitted, nor any person heard *viva voce*, in any stage of the cause except the

plaintiff or defendant or the person by them respectively in like manner authorized, nor until his written authority shall have been filed of record.

44. That every complaint which shall be presented to any court of provincial Adalat shall state the matter of complaint and if the same be concerning any Zemindari, Shrotriem, Poligari, land or house, being rent-free, shall state the annual produce thereof and if the Zemindari, Shrotriem, Poligari, land or house, paying revenue, the jama or annual revenue to Government, and if such complaint be concerning any money or valuable thing or concerning marriage or cast, then the sum of money or the value of the thing demanded or the sum in which the plaintiff is damnified, together with the name of the person complained against and the time when the cause of action accrued, and such complaint shall be signed by the complainant or his vakil authorized as before directed, and shall be likewise signed and numbered and dated in the order in which the same was received by the judge of the court, and shall be registered in a book by a writer or officer of the court, whose particular duty it shall be [to] copy and register such complaint, and such complaint shall, on no account whatsoever, be delivered to any other person but such officer, and that every complaint, answer, replication or rejoinder, be in the Persian, Malabar, Gentoo, or other current languages.

45. That every summons or other process and every order whatsoever of the court to be served or executed on any person whatsoever be written or printed in the Persian, Malabar, Gentoo, or other current languages, sealed with the seal of the court and signed by the Judge thereof.

46. That if any written evidence be offered to any provincial Adalat in any cause depending therein, if the court shall in their judgment think fit to reject the same, the Judge so rejecting such evidence shall endorse on the back thereof the word rejected, together with the name of the cause and of the party who offered to produce the same, and the date of the time when the same shall be rejected, and shall enter a memorandum on the same, or on a paper thereto to be annexed, of his reason for not admitting the same in evidence with his name subscribed thereto, and shall return the same so endorsed and with such memorandum to the person who offered to produce the same in evidence.

47. That the Judge in every provincial Adalat do, in every decree, recite the names of the witnesses on whose depositions, and the title of every exhibit read in such cause respectively, on which the decree of the court shall be founded and such decree shall be sealed with the seal of the court and signed by the Judge thereof in his paper [proper?] handwriting and dated on the day on which the same shall have been passed; and the said Judge or the Register either at the time of making the decree, or on a day of which the court shall give notice to the parties or their vakils, shall, in open court, deliver or tender to each party or their vakils not exceeding ten days after the date of such decree, or such of them as shall attend, a true copy of such decree authenticated by the seal of the court and signed by the Judge thereof, with an endorsement thereon made by the Register of the date when such copies were delivered and an entry of such delivery or tender with the date on which the same was made shall be made by the Register on the margin of the record opposite to the decree, and that the value of the thing decreed be in all cases specified with as much accuracy as possible in such decrees to be delivered to the parties, that is to say, if the subject of the decree be land paying rent, that its annual jama payable to Government be specified, and if rent-free land, its annual produce, and if house or houses or mere personal property, the worth thereof according to the nearest estimate.

48. That in every provincial Adalat a book be kept in which the duty proceedings of each cause and every order and act of the court shall be minuted in the Persian or current languages and each day signed by the Judge of the court; that the several complaints, answers, replications and rejoinders of the parties and every deposition, exhibit and proper [paper?] whatsoever read and filed in the cause be referred to in such minutes by marks or numbers corresponding to marks or numbers which the Judge shall cause to be endorsed on the same when the same are read in the cause. That complete records numbered in

the order in which the cause shall be tried be kept in the provincial Adalat in the following form—that at the conclusion of every cause the petition, answer, reply and rejoinder and other pleadings and allegations, acts, and defaults of the parties, depositions of witnesses, exhibits, and all other evidence, all orders of court and returns thereto in the order in which they were made, the decree or judgment, the order for the execution thereof and the return made specifying how the same hath been executed; and all proceedings whatsoever shall be written on a roll of strong paper in the language in which the petition, answer, other pleadings, depositions or exhibits, shall originally and respectively have been made, so that every order and act of the court be uniformly entered in the Persian or current languages, and if the depositions or exhibits be in the English or in any other than the Persian, Malabar, Gentoo or current languages, that such depositions or exhibits be entered in the language in which they were made or written, together with faithful translations of the same into the Persian or current languages and such record shall be authenticated by the seal of the court and the signature of the Judge, and be countersigned by the Serishtadar and be kept in this form by the Register of the court among the muniments of the court and shall be and remain a record of the court and any copy thereof authenticated by the seal of the court and signature of the Judge and countersigned by the Serishtadar shall be deemed and received as good evidence of such record in any court of provincial Adalat.

49. That each Judge shall cause to be kept an abstract register in the English language, a summary account of his daily proceedings in each cause, containing the names of the plaintiff and defendant, the substance of the cause, and of the decree made therein, the date when the complaint was filed, and when the decree was passed and delivered to the parties, and shall transmit the same monthly to the Sadr Adalat.

50. That the decree of the provincial Adalat shall be final in all causes where the decree is, or shall be, for any Zemindari, Shrotriem, Poligari, other land or house being rent-free, the annual produce whereof shall not exceed the sum of pagodas 28-20-45½, and where the decree is, or shall be, for any land paying a quit-rent to Government not exceeding the annual amount of pagodas 14-10-23, and where the decree is, or shall be, for any Zemindari, Shrotriem, Poligari, house or land, paying rent, if the jama or annual rent to Government doth not exceed pagodas 285-25-57; and in all other cases where the decree is, or shall be, for any sum of money or other thing, the value of which shall not exceed the sum of pagodas 285-25-57, and where any Zemindari, Shrotriem, Poligari, land or house, being rent-free, shall be decreed, the annual produce of which shall exceed pagodas 28-20-45½, being land paying rent of which the annual quit-rent to Government shall exceed pagodas 14-10-23, or being land paying revenue of which the annual revenue payable to Government shall exceed pagodas 285-25-57; and where, in all other cases, the sum of money or the value of any other thing decreed shall exceed the sum of pagodas 285-25-57, any person who shall find himself aggrieved thereby or against whom or to whose immediate prejudice the decree shall be, or tend, may appeal therefrom to the Sadr Adalat by petition of appeal stating the causes of appeal so that every such petition against any decree made in any provincial Adalat be presented to the provincial Adalat or Sadr Adalat within three calendar months after the day on which the decree was made; provided nevertheless such person may prefer his petition of appeal to the Sadr Adalat after such three months if he can show just and reasonable cause to the satisfaction of the court of Sadr Adalat for not having preferred the same within the said three months; and if the petition of appeal be against any decree whereby the right of possession of any Zemindari, Shrotriem, Poligari, house or land, shall be decreed to the plaintiff, all proceedings shall immediately be stayed and no execution had or possession given under the decree appealed against until the said appeal shall have been finally determined in the Sadr Adalat, if the party against whom the decree is given will enter into good and sufficient security in a sum equal to one year's value of the rents, issues, and profit of the Zemindari, Shrotriem, Poligari



or other land or house, which shall have been decreed, to abide and perform such order as shall be made in the Sadr Adalat, but if such party shall neglect or refuse to enter into such security or before the court day next or after such appeal shall be preferred, then the provincial Adalat shall order execution to be had and possession to be delivered according to the decree; and in all other cases the provincial Adalat may either order the decree to be carried into execution or that sufficient security be given by the party against whom the decree shall be made, in a sum equal to the sum of money or the value of the thing decreed, for the performance of the decree; and, if the provincial Adalat shall order the decree to be executed, security shall be taken from the party in whose favour the decree is made, in a sum equal to the sum of money or value of the thing decreed, for the due performance of such order or decree as shall be made in the Sadr Adalat; and in all cases, the party appealing shall give full and sufficient security in a sum not exceeding pagodas 142-30-69 for the payment of all such costs and for the performance of such order or decree as the Sadr Adalat may think proper to award or make thereupon, and in every case where any petition of appeal shall be presented in any provincial Adalat against any decree given in such court and such securities, as are hereby required, shall have been entered into, the Judge of such provincial Adalat shall immediately endorse on such petition, in his own handwriting, the day of the month and year on which it was presented, and sign the same with his name, and shall likewise cause to be wrote in the margin of the record immediately opposite to the decree of the court the word appealed, and shall not, henceforward, exact or receive any deposition account of such appeal, but shall receive every petition of appeal without requiring any deposit and transmit the same to the Sadr Adalat in like manner as if such deposit had been made, and the Judge shall cause notice in writing to be given to the appellant that he will within ten days certify to the Sadr Adalat the several proceedings had in the cause appealed and that if the appellant shall not proceed in his appeal within six weeks after the same shall have been received by, and filed in, the Sadr Adalat, his appeal will be dismissed, unless he the appellant shall show reasonable cause to the satisfaction of the Sadr Adalat for not proceeding therein.

51. That the Judge of such provincial Adalat shall, within fifteen days next after the receipt of such appeal, certify under his hand and seal of his court to the Register of the Sadr Adalat the record so made up and authenticated as aforesaid, together with the original complaint, answer, replication and rejoinder of the parties, and the original depositions, exhibits, and every original paper read in the cause and shall, before he shall transmit the same to the Sadr Adalat, cause true and faithful copies of all such originals, authenticated by the signature of the Serishtadar, to be made out and deposited in the provincial Adalat, in lieu of the originals, which said copies shall be and shall be esteemed records of the court and shall be received in evidence in any other court of provincial Adalat; but in cases where any original deposition or other original proceedings or matters whatsoever shall have heretofore in any provincial Adalat been entered in any book or books which do likewise contain either proceedings in divers and distinct causes or any other matter so that which originals cannot be transmitted to the Sadr Adalat without such other proceedings or matters, the Judge of the provincial Adalat shall, within the time and in like manner as is before directed, certify a true and authentic copy of such originals so entered in such book or books and that the original of copy, to be transmitted, is so entered in such book or books as aforesaid, so that he do nevertheless transmit the original complaint, the original answers or other separate pleadings of the parties, and the original exhibits which shall have severally been delivered in or produced by the parties and read in the course of the cause before the provincial Adalat, if the same be forthcoming in like manner as is hereinbefore required; and in cases where any original shall have been mislaid or lost and a copy thereof shall have been entered in any books of proceedings, such copy shall be deemed the original, and the Judge shall transmit a copy thereof to the Sadr Adalat, and shall, in like manner, certify the same, and that the original after due search cannot be found, and also in like manner when any appeal shall be received, transmit and certify to the said

Register of the Sadr Adalat, a true and faithful translate into English language of the record pleadings, depositions and exhibits, and of all other papers, matters and things which he is hereby required to transmit, in cases of appeal to the Sadr Adalat.

52. That, where any process either to a party or witness, and all process whatsoever, and all rules and orders for the execution of any decree or final order or any order whatsoever relating to any cause depending in the Sadr Adalat which shall be directed to the Judge of any provincial Adalat, the Judge, to whom the same shall be directed, shall execute the orders contained in such process, rule or order and return the same so executed within the time limited, or return to the Sadr Adalat good and sufficient reason why the same hath not been served or executed. The Judges of the several provincial Adalats shall obey all such rules and orders of the Sadr Adalat respecting any such appeal, cause, matter, or thing depending in the Sadr Adalat as shall be certified to them respectively under the seal of the Sadr Adalat witnessed and signed by the Register thereof; and in case of any process, rule, decree, order for execution of any decree or final order, or any other order whatsoever, transmitted to any Judge of any provincial Adalat from the Sadr Adalat to be served or executed, the return of such process, rule, order or decree shall be made by the Judge of the provincial Adalat, either by endorsement on such process, rule, order or decree, or be written on a paper, or papers firmly annexed to the same, and that in such case there be an endorsement on such process, rule, order or decree, referring the Sadr Adalat to the return contained in such annexed paper or papers, and that the Judge of the provincial Adalat do cause a copy of such process, rule, order, or decree, together with the return made thereto, to be made out and deposited among the records of the provincial Adalat; and in all cases where the Sadr Adalat shall transmit any order or process to be served or executed by the Judge of any provincial Adalat, against any party in a cause, if the party on whom the same is to be served or executed shall have absconded, or is not, after diligent search, to be found, the Judge to whom the same is directed shall cause a writing in the Persian, Malabar, Gentoo or the current languages to be stuck up in some conspicuous part of the room in which the Adalat shall be held, which writing shall contain a copy of the order or process, and a notice that, if that party shall not obey the exigence thereof within the time limited thereby, the court of Sadr Adalat will, without further notice, process or order, proceed, *ex parte*, to hear, try and determine the cause in which such process or order had issued and shall cause proclamations, by beat of tom-tom, to be made in the village, where such party reside, as heretofore required to be made in cases of persons who cannot be served with the process of the court of provincial Adalat and shall return to the Sadr Adalat, in the manner before directed, how he hath executed the same.

53. That the Judge of every court of provincial Adalat do keep a faithful account of the deposits paid at the commencement of each cause and of all fines imposed by the court, and do transmit to the Register of the Sadr Adalat, at the expiration of every month, to be calculated from the first day of April, a true and authentic copy of such account signed with his own proper hand, together with the monies arising from such deposits and fines.

54. That every Judge of every provincial Adalat do use his utmost care and attention to prevent the influence of his private servants in any cause depending, or intended to be brought on, before his court, and to prevent them from having any connection with the parties.

55. That any servant or dependant of the Judge of the provincial Adalat who shall receive any money or other valuable consideration, on any pretence whatsoever, directly or indirectly, from any party in any suit depending in any provincial Adalat, shall be committed, as for a contempt of the court, and shall be punished by a fine equal to treble the sum of money received or by imprisonment or by corporal punishment at the discretion of the Judge of the court in which the offence shall have been committed or of the Sadr Adalat, on a complaint being preferred to the court of Sadr Adalat; and the Judge of the provincial Adalat in

which such offence shall be committed is hereby required and enjoined to discharge such servant and never hereafter to employ him, directly or indirectly, in any of his business, whether public or private.

56. That, in all cases within the jurisdiction of the provincial Adalat for which no specific directions are hereby given, the respective Judges thereof do act according to justice, equity and good conscience.

57. That the Judges of the respective provincial Adalats be hereby strictly enjoined and commanded in every act, matter or thing by them to be done strictly to adhere to those rules and regulations and to all other rules of practice and standing orders for the administration of justice which shall hereafter be transmitted to them from the Sadr Adalat under the seal and attestation of the said court signed by the Register thereof.

58. That the several forms for precedents which shall be transmitted by the Sadr Adalat to the provincial Adalat shall, as near as may be (respect being had to the matter to which they are applicable), be used in the proceedings of the several courts of provincial Adalat.

59. That the daroga of the court of Sadr Adalat be authorized to appoint his own deputy, the peons of the court, and *mirda* of the goal [gaol?] and that court may take such muchalka from the daroga and other native officers of the court; or any judge of provincial Adalat is authorized to take from any daroga or other native officer of any provincial Adalat.

60. That the Register and his assistants, the Persian, Malabar, Gentoo or other Translators, Sastris Maulavis, Munshis and writers shall, before the Sadr Adalat, respectively take the same oaths, and subscribe the same declarations as are required to be taken and subscribed by officers of the provincial Adalats.

61. That the Sadr Adalat shall have and use a seal on which shall be cut in the Persian characters, 'Mohur Sadr Adalat.'

62. The Sadr Adalat is hereby authorized and empowered to frame such rules of the practice and standing orders for the administration of justice as well in the Sadr Adalat, as in the provincial Adalats, and to revise, approve, alter, or disapprove all rules of practice and standing orders which may, from time to time, be framed by any provincial Adalat, and transmitted to the Sadr Adalat, under the seal of the court and the signature of the Judge of the court who shall have framed the same, so that such rules and standing orders framed in the Sadr Adalat and such rules framed in the provincial Adalat together with the approbation, alteration or disapprobation of the Sadr Adalat be transmitted to the Governor in Council under the seal of Sadr Adalat for their final approbation, alteration or control.

63. That a copy of these rules and regulations be forthwith transmitted to the Sadr Adalat, that on receipt thereof in the said court the Register thereof do mark the same with the day of the month and year in which it shall be received and do file the same of record and that every original standing rule and order for the administration of justice which shall be made by the Governor in Council be in like manner filed and marked, and that the Register of the said court do keep one book in which shall be entered a copy of these rules and regulations and of such standing rules and orders which may hereafter be made by the Governor in Council, or the Sadr Adalat with the consent and approbation of the Governor in Council, for the administration of justice in the Sadr Adalat, and another book in which shall be entered all such standing rules and orders which shall be made as aforesaid for the administration of justice in the provincial Adalats together with the dates when the same were made or approved by the Governor in Council and respectively received by the Sadr Adalat shall be and remain of record in the Sadr Adalat and the Register of the Sadr Adalat do, from time to time, make out and prepare a copy of all such standing rules and orders which in any way concern the administration of justice in the provincial Adalats, under the seal of the Sadr Adalat, witnessed by the Judge thereof and signed by the Register thereof, and shall, within seven days after they shall be respectively received from the Governor in Council by the Sadr Adalat, transmit one of the said copies to each provincial Adalat.

64. That the following table of fees be established for the Register, Translators, and native officers of the Sadr Adalat.

FIRST.

*To the Register.*

|   | RS. | RS. | P.  |
|---|-----|-----|-----|
| 1. For registering every petition of appeal or answer, where the cause of action does not exceed pagodas 1,428-20-46 ... ..   | 1   | 15  | 34  |
| 2. For registering every petition of appeal or answer, where the cause of action does exceed pagodas 1,428-20-46 ... ..   | 2   | 30  | 68½ |
| 3. For registering any other petition ... ..  | 0   | 20  | 46  |
| 4. For every order, summons or process, whatsoever, to parties or witnesses in causes not exceeding pagodas 1,428-20-46 ... ..  | 0   | 30  | 60½ |
| 5. For every order, summons or process, whatsoever, to parties or witnesses in causes exceeding pagodas 1,428-20-46 ... ..  | 1   | 15  | 34  |
| 6. For the enrolment of every decree, to be paid by the party in whose favour the same is made, when the cause of action does not exceed pagodas 1,428-20-46 ... ..   | 1   | 15  | 34  |
| 7. For the enrolment of every decree, to be paid by the party in whose favour the same is made, when the cause of action exceeds pagodas 1,428-20-46 ... ..   | 2   | 30  | 68½ |
| 8. For making copies of every petition or answer of every exhibit and every deposition and every paper, rule, matter or proceeding where the cause does not exceed pagodas 1,428-20-46 ...                    | 0   | 10  | 23  |
| 9. For making copies of every petition or answer of every exhibit and every deposition and every paper, rule, matter or proceeding where the cause exceeds pagodas 1,428-20-46 ...                            | 0   | 20  | 46  |
| 10. For entering and filing every security taken for the prosecuting of any appeal, or for appearance, for registering every vakalatnama or written authority, and for every search in his office—each ... .. | 0   | 10  | 23  |
| 11. A fee of 10 per cent upon the deposit fee to be received on all original suits or appeals in this court ... ..  |     |     |     |

SECOND.

*To the Assistants to the Register.*

|  |   |    |    |
|--|---|----|----|
| 1. For calling every cause where the sum does not exceed pagodas 1,428-20-46 ... ..                                  | 0 | 10 | 23 |
| 2. For calling every cause where the sum exceeds pagodas 1,428-20-46 ... ..  | 0 | 20 | 46 |
| 3. For copies of every pleading, matter or thing: <sup>r.g.</sup> 3-36 out of every pagoda received by the Register. |   |    |    |

THIRD.

*To the Persian, Malabar, Gentoo and other Translators, the amount of which to be equally divided between them.*

1. For translating every arzi or of appeal, or arzi at the commencement of a cause, and every answer

|   | PS. | RS. | C.  |
|---|-----|-----|-----|
| where the cause of action does not exceed pagodas 1,428-20-46 ... ..  | 1   | 15  | 34½ |
| 2. For translating every arzi or of appeal, or arzi at the commencement of a cause, and every answer where the cause of action does exceed pagodas 1,428-20-46 ... .. | 2   | 30  | 68½ |
| 3. For translating every other arzi ... ..  | 0   | 20  | 46  |
| 4. For translating every decree of the court where the cause of action does not exceed pagodas 1,428-20-46 ... ..   | 1   | 15  | 34½ |
| 5. For translating every decree of the court where the cause of action does exceed pagodas 1,428-20-46 ... ..   | 2   | 30  | 68½ |

Provided always that the preceding fees are not to be exacted from such person or persons who shall or may be excused on account of poverty from paying the deposit fee; but if the party so excused shall succeed in his appeal, such costs shall be included in the decree, and be received by the several officers entitled hereto.

That one copy of the above table of fees in the English language, and a faithful translation thereof in the Persian, Malabar, Gentoo, or other current languages, written in a legible hand, be affixed in some conspicuous place in the room where the Sadr Adalat shall be held. That the several clerks and officers, to whom any fee is given and allowed by the said table, may respectively demand and receive the same, but that no officer, or any other persons, concerned in the administration of justice in the Sadr Adalat, do demand or accept any fee or fees, sum or sums of money, reward or gratuity other than the fees authorized by such table under pain of incurring the like penalties, forfeitures and judgments as are hereinbefore directed to be recovered and given against officers or clerks or other persons concerned in the administration of justice in any provincial Adalat who shall in like manner offend in this behalf.

65. That the court of Sadr Adalat be held in a large and convenient room within the limits of the town of Madras as hereinbefore ascribed and do sit *de die in diem* as the despatch of business may require and that the court of Sadr Adalat be authorized to make such reasonable adjournment as consistently with the business thereof may be deemed expedient.

66. That no rule, order, proceeding or decree be made but on court days and in open court.

67. That it be competent to the Sadr Adalat to hear, try and determine any arzi or petition, cause of action or suit or matter of complaint or any matter whatsoever, so that the same be of a civil nature which shall be for that purpose transmitted to the said court by the Governor in Council to make such decree in the same as justice may require and to order such decree to be executed in like manner as decrees of the court of provincial Adalat are directed to be executed.

68. That [it] be competent to the Sadr Adalat to receive any original complaint whatsoever where the cause of action shall be cognizable in any provincial Adalat where such court shall have refused or neglected to entertain or receive the same or to proceed therein and to refer the same to the provincial Adalat to whose jurisdiction the same shall appear to belong and to order and command the Judge of the said court to entertain or receive the same or to proceed in, hear, try and determine the same, provided nevertheless that, if the plaintiff in such cause shall not have paid such deposit as is herein required or have entered into such security as is herein required to be entered into by persons too poor to pay the same, no proceeding shall be had in such cause in the provincial Adalat to which such order shall issue until such plaintiff shall have paid such deposit or have entered into such security and if such plaintiff shall neglect or refuse for the space of six weeks after such order shall have been notified to the provincial Adalat to pay such deposit or enter into such security, the provincial Adalat may dismiss the suit, the said order of the Sadr Adalat notwithstanding, in which case the Judge of the provincial Adalat shall within one week after such dismissal certify to the

Judge of the Sadr Adalat under his hand and the seal of the court that such suit is dismissed and the reason why it was dismissed.

69. That the Sadr Adalat be as well as a court of appeal as of review in all and every complaints, causes, suits, claims, and disputes concerning any Zemindari, Shrotriem, Poligari, other land or house, or concerning the inheritance or succession to the same or the bounds and limits thereof or any right, title, claim, demand or interest, or lien to or in the same or to the possession thereof and all other causes whatsoever, other than matters concerning the revenue which are hereinbefore excepted from the jurisdiction of the provincial Adalat, and concerning rents, debts, accounts, contracts, partnerships, seals or any property of any nature whatsoever, be the same personal or real, and all duties and demands whatsoever concerning the same, and all causes and disputes concerning marriage and cast which shall hereafter be heard, tried and determined in any provincial Adalat, where the decree is or shall be for any Zemindari, Shrotriem, Poligari, land or house paying rent, and the annual produce thereof shall exceed the sum of pagodas 28-20-45 $\frac{1}{2}$ , or where the decree is or shall be for any Zemindari, Shrotriem, Poligari, land or house, the same paying rent, if the jama or annual revenue to Government shall exceed pagodas 285-25-57, or pagodas 14-10-23 if paying quit rent, and in all other cases where the decree is or shall be for any sum of money or other thing the value of which shall exceed the sum of pagodas 285-25-57, and where the petition of appeal against any such decree be presented to the provincial Adalat in which the decree was made or to the Sadr Adalat, within three calendar months after the day on which the decree was made, provided nevertheless that, if any petition of appeal be presented to the Sadr Adalat after the time herein respectively limited and the person presenting the same can show just and reasonable cause to the satisfaction of the Court of Sadr Adalat for not having preferred the same within such limited time, it be competent to the Sadr Adalat to proceed therein, and to hear, try and determine the same in like manner as if such petition of appeal had been presented within such limited time, any thing herein to the contrary notwithstanding, and the Court of Sadr Adalat is hereby authorized either to confirm or reverse in whole or in part the decree so appealed against and may make further order therein as justice, equity and good conscience require, and may decree such costs to either party as by the Court may be deemed reasonable.

70. That if any petition of appeal be preferred against any judgment or decree founded on an award of an arbitrator or arbitrators, the same be dismissed with costs except full proof be made to the satisfaction of the court, by the oaths of two credible witnesses, that the arbitrator or arbitrators have been guilty of gross corruption or partiality in the cause in which they have made their award.

71. That in matters and causes transmitted by the Governor in Council to the Sadr Adalat to be heard, tried and determined and in all cases of review and of appeal, except as to hearing witnesses and receiving evidence, the Sadr Adalat shall proceed in like manner and with like power and authority and subject to the like restrictions, limitations and exceptions as the provincial Adalats are hereby authorized or directed to proceed.

72. That all process as well to parties as witnesses and every rule and order for the execution of any decree or final order, and every other order whatsoever which shall issue out of the Sadr Adalat, be written or printed in the Persian, Malabar, Gentoo, or other current languages, sealed with the seal of the Sadr Adalat and signed by the Register thereof, and that all such process, rules and orders which are to be served or executed on any parties, witnesses or persons (other than the parties, vakils or persons in actual attendance of the court) be directed to the Judge of the provincial Adalat in which the cause of action shall originally have arisen or in whose jurisdiction the lands be situated or the parties or witnesses shall be or reside, and that every such process, rule and order do limit a time certain in which the same shall be served, executed and returned to the Sadr Adalat and the Judge to whom the same shall be directed shall execute the orders contained in such process, rule or order and return the same so executed, within the time limited, or return to the said court good and sufficient reasons why the same hath not been served or executed and what the said Judge hath done in pursuance, provided that, if any Judge to whom any process, rule or

order whatsoever shall be directed shall wilfully disobey or neglect to perform the commands therein contained or shall make a false return thereto, such Judge shall be liable to be suspended from his office by order of the Judge of the Sadr Adalat until the Governor in Council shall, upon report to be made to them by the Sadr Adalat, have examined into and determined on the matter reported to them, and if the Sadr Adalat should suspend the Judge, the said court shall within ten days after such suspension report to the Governor in Council such suspension together with the cause thereof, and certify under the seal of the Sadr Adalat all such proceedings, depositions and exhibits and all other matters which may be necessary for the examination into, and determination upon, such suspension, and shall, on requisition of the Governor in Council, transmit to them all such papers and proceedings in the cause which they may esteem necessary for their investigation. The Sadr Adalat is hereby authorized in any case where any sum of money is decreed to be paid by any Zemindar, Shrotriendar, Poligar or other land holder, to issue an order to the proper provincial Adalat to execute the same in like manner as the Courts of provincial Adalat are herein before authorized to execute decrees where any sum of money is decreed to be paid by any Zemindar, Shrotriendar or Poligar or other land-holder, and in case of the inability of the Judge of such provincial Adalat to execute such decree from any other resource or by any other means than by a sale of an adequate portion of such Zemindar's or other land holder's lands paying revenue, and of his advising the Governor in Council thereof, the Board of Revenue is hereby required to execute such decree of the Sadr Adalat, on notice and requisition from the Governor in Council, in like manner as they are before required to execute the decrees of the provincial Adalats in like cases.

73. That if any Judge of any provincial Adalat, to whom any process, rule or order of the Sadr Adalat shall be transmitted that the same may be served or executed on any party, shall return that such party hath absconded, or was not, after diligent search, to be found, and that he has caused such writing to be stuck up and such proclamations to be made in the places and manner herein before in such case directed and required, and such party shall not appear and obey the exigence of such process, rule or order, the Court of Sadr Adalat shall proceed *ex parte* to hear, try and determine the cause in which such process, rule or order shall have issued, in like manner as if such party had appeared and obeyed the exigence of such process.

74. That it be competent to the Sadr Adalat, in case of any appeal where it shall appear to the said Sadr Adalat that the original cause has not been sufficiently investigated in the inferior Court or for other cause which may be deemed reasonable by the Sadr Adalat, either as a court of review to receive such further evidence as may be proper for the just determination of the cause and give judgment thereon or to send the cause back to the inferior court where it regulated [originated ?] with special directions to the Judge thereof with regard to the new evidence he shall receive thereon as shall be deemed by the said court most conducive to justice and the convenience of the parties and witnesses.

75. That the Sadr Adalat may as it may deem most conducive to justice (respect being had to the nature of the cause and evidence) either examine the witnesses to be produced *viva voce* in open court, causing the witnesses to be first sworn, their depositions reduced into writing and signed by the witnesses respectively, or authorize the Register of the Court to swear and procure the same to be signed by the respective witnesses, and authenticate the same by his signature so that such examination be in the presence of both parties for [or ?] their vakils who shall be at liberty to put such questions to the witnesses as they shall think proper which question and the answer shall be in like manner reduced into writing signed and authenticated, provided nevertheless, if due notice be given to the parties, or their vakils, of the examination of any witness or witnesses before such Register and he, or they, shall not attend at the time of such examination, the Register shall and is hereby authorized to proceed to the examination as before directed, and such depositions shall be received as good and authentic evidence and the Court of Sadr Adalat may dispense with the oath of all such witnesses as the provincial Adalat are authorized to excuse from taking of oaths on their making and subscribing such declarations in open court as are required to be made and

subscribed by such witnesses by such provincial Adalt, and may, in cases where the witnesses shall be such women as before described, or shall reside at more than fifty *koše* distance from Madras, grant such commissions to such persons and on the like occasions in which the courts of provincial Adalat are authorized to grant commissions for the examination of witnesses; and that the Sadr Adalat may issue which commissions to creditable women and send such letters to the Judge of the provincial Adalat for examination of witnesses and in like cases as the Judge[s] of the provincial Adalats are authorized to issue and send such commissions and letters.

76. That the court of Sadr Adalat, if any witness duly summoned shall not attend or attending shall refuse to be sworn or give evidence or to subscribe his deposition or if such witness or any other person be guilty of any contempt in open court, may deal with such witness or person in the same manner as the provincial Adalats are authorized to deal with witnesses or other persons in like manner offending, and, if guilty of wilful or corrupt perjury in any cause depending in the Sadr Court, may deliver over such witness or other person to the Governor in Council.

77. That if the appellant in any appeal filed in the Sadr Adalat shall not proceed in the same for the space of six weeks, the appeal be dismissed unless the appellant shall show reasonable cause to the satisfaction of the court of his, her or their not proceeding therein, and that the court may, if it shall deem it proper so to do, award to the respondent his, her or their costs of suit.

78. That in case of any matter being referred by the Governor in Council, except it shall be otherwise directed by Governor in Council, and in any appeal being commenced in the Sadr Adalat, before the same shall be proceeded in, the plaintiff in the cause referred shall deposit in the hands of the Register of the Court a sum equal to the deposit which such plaintiff would have been required to have made if a complaint had been preferred to a provincial Adalat for the same cause, and the appellant in the appeal shall in like manner deposit a sum bearing the same proportion and calculated in the same manner on the value of the Zemindari, Shrotriem, Poligari, land, house, sum of money or other thing decreed as the original deposit required to be taken in the provincial Adalat at the commencement of the suit bore to the Zemindari, Shrotriem, Poligari, land, house, sum of money or thing demanded in the original bill of complaint, which deposit, if the original decree be reversed, shall be decreed to the appellant, provided that the Sadr Adalat be authorized, in lieu thereof and of the fees of officers and costs, to take a malzamin or hazerzamin in like manner and for the same cause as the Judges of the provincial Adalats are authorized to accept such securities in lieu of such deposit fees and costs to be paid in the provincial Adalats and in case of non-payment of such fees and costs, to proceed against the appellant or his securities in the manner in which the provincial Adalats may proceed in such cases.

79. That in causes referred by the Governor in Council no proceedings be had either on behalf of the plaintiff or defendant, nor any petition of appeal be received or any part whatsoever be done, either on behalf of the appellant or respondent except by the plaintiff or defendant, the appellant or respondent themselves or by a vakil in like manner authorized as is required for vakils acting in the provincial Adalat, nor by any vakil before his written authority shall have been filed of record in the court, and that no persons except such parties or such vakils shall be heard *viva voce* in any stage of the causes.

80. That if any Zemindar, Shrotriendar, Poligar or any person being a native and employed under any denomination whatsoever in the collection of the revenues under any person or persons who now have, or hereafter may have, the general charge of the revenue or the charge of the revenue of any particular district, shall resist or cause to be resisted any process, order, rule or decree, which shall at any time issue from the Court of Sadr Adalat, on proof thereof being made by oath to the satisfaction of the court, such court may and shall summon such Zemindar, Shrotriendar, Poligar or other land-holder or person employed in the collection of the revenue, to answer to such charge, and if the Zemindar,



Shrotriendar, Poligar or persons employed in the collection of the revenues, [fail] to answer to such charge, and if the Zemindar, Shrotriendar, Poligar, or person employed in the collection of the revenues against whom such summons shall have issued, shall abscond so that he cannot be served with such summons, the court shall proceed against such Zemindar, Shrotriendar, Poligar or other land-holder or person employed in the collections as against other persons absconding so that they cannot be served with the process of the court; and if such Zemindar, Shrotriendar or Poligar or other land-holder or person employed in the collection of the revenues being summoned shall refuse or neglect to make answer, or if, after answer given and the hearing of such evidences as he may produce, it shall be proved to the satisfaction of the court that he is guilty of such charge, the court shall award and decree that such person being Zemindar, Shrotriendar, Poligar or other land-holder do, from the time of the decree then made, forfeit his Zemindari, Shrotriem, Poligari or other land and every right and title which he or his heirs may have in or to the same, and if such offender be a person employed in the collection of the revenues, may impose on such person a fine not exceeding pagodas 571—15—35; and if such decree be made against any Zemindar, Shrotriendar, Poligar or other land-holder, immediately, or any appeal be made against any such decree passed against any Zemindar, Shrotriendar, Poligar, or other land-holder and the court shall confirm the original decree, the court shall transmit to the Governor in Council a copy of the decree and of all the proceedings belonging thereto, provided always that such Zemindar, Shrotriendar or other land-holder shall not be ousted or expelled from such Zemindari, Shrotriem, Poligari or other land except by or in virtue of an order from the Governor in Council confirming decree, and ordering and directing the manner in which the same shall be carried into execution and to whom the Zemindari, Shrotriem, Poligari or other land shall be delivered, and that it be competent to the Governor in Council either to order such decree to be executed or to change or to commute such forfeiture for any sum of money which the Governor in Council shall deem adequate to the offence for which such decree had been given, so that if the Governor in Council shall not, within one month after such decree shall have been transmitted to them, either order the said decree to be executed or change or commute the forfeiture for such sum of money as they shall deem adequate to the offence, the decree shall stand confirmed against such Zemindar, Shrotriendar, Poligar or other land-holder for ever; and the court shall order such Zemindari, Shrotriem, Poligari, or other land to be seized and sequestered, and the possession thereof to be delivered to an amin who shall be appointed by the court to manage the same and to receive the rents, issues and profits of the same until such time as the Governor in Council shall direct to what person, other than such Zemindar, Shrotriendar, Poligar or other land-holder, the same shall be delivered, so that the said amin, the necessary deductions being made for expenses and for his trouble to be allowed by the court, do account for and pay to the person to whom the Governor in Council shall direct the Zemindari, Shrotriem, Poligari or other land to be delivered, all rents, issues, and profits which shall have accrued during the time such Zemindari, Shrotriem, Poligari or other land shall have been sequestered, over and above the amount of the current kists of Government's revenue which he is to pay to the Collector of the district where such Zemindari, Shrotriem, Poligari or other land may be situated.

81. That the petition of appeal do state (respect being had to the matter decreed) the annual produce or revenue thereof or the sum or value of the thing decreed, the name of the person in whose favour the original decree was made, the court in which it was made, when the same was made, what was decreed thereby and whether the decree has been executed and assign some cause, special or general, for appealing from the same; and that the petition for leave to appeal be, in all cases, accompanied by an attested copy of the provincial decree or by a muchalka, signed by the party desirous to appeal, that ten days after the decision he applied to the provincial Judge for such decree and was denied it.

82. That the petition of appeal, pleadings, depositions and exhibits in the Sadr Adalat be respectively numbered, marked, dated and signed by the Register in the same manner as the complaint, pleadings, depositions, and exhibits are respectively ordered to be numbered, marked, dated and signed in the courts of

provincial Adalat, and shall be signed by the Register of the Sadr Adalat. That a minute book and abstract be kept by the Register in like form as the same are directed to be kept in the provincial Adalats, and that the decree be drawn up and signed and that copies thereof be drawn, signed, and endorsed and delivered to the parties and complete records be kept in the Sadr Adalat in like manner as is required in the provincial Adalat.

83. That where a petition of appeal shall be directly presented to the Sadr Adalat against any decree whereby the right of possession of any Zemindari, Shrotriem, Poligari, land or house shall have been decreed to the plaintiff in the original cause, and no execution shall have been had or possession given under the decree, the court of Sadr Adalat shall, if the party against whom the decree shall have been given shall have entered into good and sufficient security, in a sum equal to one year's value of the rents, issues, and profits of the Zemindari, Shrotriem, Poligari, land or house which shall have been so decreed, to abide and perform such order as shall be made in the Sadr Adalat, issue an order directed to the Judge of the provincial Adalat, the decree of which shall be appealed against, to stay execution until the appeal shall have been finally determined; and in every case where a petition of appeal shall be preferred to the Sadr Adalat and no security shall have been taken by the provincial Adalat, the Sadr Adalat shall not proceed in such appeal until the party appealing shall have given such security as he would have been herein before required to have given if he had preferred his petition of appeal in the provincial Adalat.

84. That accurate accounts be made out by the Register of the Sadr Adalat of all sums of money as well received from the provincial Adalats as in the Sadr Adalat on account of deposits. That the Court of Sadr Adalat do, after the expiration of every three months, transmit a true copy of the same signed by the Register to the Governor in Council and that he cause the said sums to be carefully kept in chests provided for that purpose the key of which shall be kept by the Register, and that all such monies shall be and remain at the disposal of the Governor in Council; and that the Court of Sadr Adalat and the Register shall obey all such orders, respecting the payment and disposal of such monies as they shall from time to time receive, signified to them by order of the Governor in Council, and such orders of the Governor in Council shall be sufficient acquittal and discharge to the said court and Register for all sums paid by virtue of such orders.

85. That the Court of Sadr Adalat as punctually make a report at the expiration of every six months to the Governor in Council from what judges of provincial Adalat there shall have been received as well the accounts of the sums of money required to be transmitted from them to the Sadr Adalat as the sums required to be transmitted and also the other accounts, papers, transcripts, proceedings and records required to be transmitted by the courts of provincial Adalat; and if the court shall not receive the same, then the said court shall report from whom the same hath not been received and if only part of the same be received then the court shall report what part hath been received and what part hath not been received together with the names of the defaulters in such behalf.

86. That the Court of Sadr Adalat do use the utmost care and attention to prevent the influence of the private servants in any cause depending or intended to be brought on before the court and to prevent them from having any connection with the parties.

87. That, in all cases for which no specific directions are hereby given, the Court of Sadr Adalat do act according to justice, equity and good conscience.

88. That these rules, orders and regulations be, on the next court day after the same shall be received in the courts of provincial Adalat and in the Sadr Adalat, openly read and published in such courts respectively and be with all expedition truly and faithfully translated into the Persian, Malabar, Gentoo or other current languages, and be either printed or written in legible hand and be affixed in some conspicuous part of the room in which such court shall respectively be held.

NOTES OF AN ENQUIRY INTO THE CAUSES OF COMPLAINTS PREFERRED BY THE  
PETTY FARMERS OF CAUVERIPATAM AGAINST THEIR PRINCIPALS—AUGUST 1793.

1. Kula Gounda, ryot of the village of Palliapatti, rented 1/6th or one of six pattas belonging to this village for 50 pagodas. He had paid five kists when he received an order from the Tahsildar to give up 20 pagodas worth of it, that one belonged to Annia, a zemindar. He refused, went to Mr. Graham and complained and got an order not to give it up. The matter rested till the crop was ready for cutting when the Tahsildar authorised the zemindar to gather it in. He went again to complain and procured an order from Mr. Munro to the Tahsildar not to permit it. It did not avail; the crop was taken by Annia and the complainant lost all the produce. He gave 20 pagodas, the village Goud gave 15 and Annia 15, in all 50.

2. The said village Goud, viz., Govind Goud, complains that Yellapa the Wutgounda took, besides the above, 15 pagodas from him. His patta is for 306. He paid that and 15 sibbandi added to the 20 and 3-2-0 for lghee babat, in all 338-2-0.

3. Peria Vairchi complains that after taking 4 croes zemin of Gauri Yellaga the Wutgoud and ploughing it he took it away from him; after that he got 4 croes zemin from the village goud of Nerringal and was likewise deprived of it by the Wutwalla after having ploughed it on pretence that he wanted the same spot for his own use. After that the Wutwalla gave him 5 croes of ground kait and having prepared that also for seed he deprived of it. Again he gave him  $2\frac{1}{2}$  croes in company with three other ryots who had each as much. The produce was 37 khandies and he gave them only 9 khandies for their share in place of 18.

1. Kula Gounda's ground was restored to him, Annia afterwards came and made friends with the Tahsildar who required Kula Gounda to give it up; he refused. The Tahsildar confined him three days, then released him and desired the Wutgounda, Yellapa, to prevail on him to make him do it. He having also ordered it, Kula Gounda thought it could not be avoided, but kept it till the crop was ready when Annia carried it off—and must refund it to Kula. The Tahsildar produces an order from Mr. Munro about Kula Gounda, but that was after the violation of property was committed. Verasawmy alleges the Tahsildar showed this favour to Annia on account that he threatened to come forward with information of his rapacity. It is supposed Annia got 25 khandies or 50 pagodas by transaction; consequently Kula Gounda lost so much. Resolved that the Wutgounda shall pay 5, the Tahsildar 20, pagodas penalty and that Annia shall refund the amount to be ascertained by Mr. Graham. If Kula Gounda gets the 50 pagodas he will pay 15 to Goud Gounda and 15 to Annia—the sums they paid.

2. The 20 pagodas Govind Goud complains of Yellapa having taken from him appears to have been an agreement between them before the tafrik and Mr. Graham distributed the patties and to make up for loss in Virodhi. Doubt remaining on that head, there being a probability or rather certainty of its being an imposition, resolved that 10 of it be paid back to the plaintiff.

3. Ordered that Gaurry Yellaga pay a fine of 3 fanams for having taken the ground ploughed by Peria from him and 11 more for repeating the same offence. It appears here that the Wutgouds kept the management of villages and disposed of them in *waram* or as they could to their advantage, contrary to the intention of the Collector in letting them *dah by dahee*. The Wutgoud having, as appeared on enquiry, deprived him of 9 khandies, a panchayat adjudges it to be given to him. The times considered, resolved that he gave  $4\frac{1}{2}$  khandies only to the complainant.

4. Yellappa represents that he is the Goud of Kurambapatty, that two years ago he engaged with Vaily Goud, the Wut Goud of his hobli, to cultivate certain lands in Rayakottah and on that account received of him 6 khandies of grain, *takkavi*. Being prevented by the troubles from fulfilling his engagements, the Wut Goud has seized on his cattle, 13 in all, in lieu of the *takkavi*, which put a stop to his cultivation.

5. Arasaiya, Jannap Sinkat Wala, states that he rented the jannap as follows.

|                           |       |   |   |
|---------------------------|-------|---|---|
| Virodhikrit puri baki for | 15    | 0 | 0 |
| Paridhavi ... ..          | 55    | 1 | 0 |
| Pramadicha 4 months ...   | 19    | 3 | 0 |
|                           | <hr/> |   |   |
| Total ... ..              | 89    | 4 | 0 |
| Sibbandi ... ..           | 4     | 5 | 8 |
|                           | <hr/> |   |   |
|                           | 93    | 9 | 8 |

That after paying his rent for Virodhikrit for a few days, the Tahsildar demanded 8 pagodas *jasti wasul*, promising to pay it back, but that it has never been done though he has since paid up his rent for Paridhavi and Pramadicha, having paid in all 102 pagodas for which he has got receipts, except for 19 pagodas of it.

6. Ammiyappa, ryot of Kavapatty, says Rami Goud has 5 cows belonging to him, that he lost during the war, that he refuses to give them up saying he purchased them.

7. Varadappah Goud of Tippanur and Ganganpatti states that he gave 2 sheep to Changa Goud for the Sarkar at 4 fanams each the amount of which he never got, that he paid him a *rysgar* for village as ghee nuksan 1 each as *gurnuksan*, a *hoola candym* 5-2-8, as *darbar kharch* to the Tahsildar 3-7-8, dancing girls 1-2-8, as *darbar kharch* to Changa Goud 3-8-0, *jasti wasul* 4-2-8 or the difference between 30-0-0 according to the *tafrik* of 2 fanams 4 annas for the *pow baki* of Virodhikrit in place of 26-1-9 according to the proper *tafrik* of Kelik Beriz which would have been only 1 fanam 11 annas per *chackram dharam kharch* 8-9-8.

|                     |   |   |   |
|---------------------|---|---|---|
| Sheep ... ..        | 0 | 8 | 0 |
| Rysgar ... ..       | 0 | 2 | 0 |
| Ghee nuksan ... ..  | 0 | 2 | 0 |
| Hoola candym ... .. | 5 | 2 | 8 |
| Tahsildar ... ..    | 3 | 7 | 8 |

4. The khandies of grain given by Vaily Goud are valued at 27 pagodas and Yellappah's cattle at 2½ each or 33 in all. Ordered that the difference of pagodas 5½ be given the complainant.

5. Making the *tafrik* of Kelik Beriz Arasaiya's farm ought to have been 9-2-8 with *sibbandi* 3 fanams, total 9-5-8 in place of which he paid for Virodhi 23. On an enquiry how such an imposition happened, the *wuttawallas* and Tahsildar blame each other reciprocally, and it appears from the declaration of the ryots that the latter was entirely the creature of the former. Resolved that the *jasti* 13-4-8 be taken for the complainant and an equivalent for the *cutcherry* people from the *wuttawallas tafriked* according to their respective rents, also that 5 be taken from the Tahsildar for the Sarkar. The *jannap sankat* is a capitation or family tax of from 3 to 6 fanams according to circumstances.

6. Left undecided upon on account of the cows.

7. Changa Goud excuses himself for the sheep pretending he intended to credit Varadappa for them. The Tahsildar employing him as deputy obliged him to keep the *rysgar*. The ghee was *tafriked* all over the district by Mr. Graham's order. He rented the *hoola candym* as he pretends. The Manigar made him pay the dancing girls. He was necessitated to assess his hobli 13 villages of 800 Beriz 2 per cent for a present to the Tahsildar which made the 3-7-8; the 3-8-0 was *tafriked* to make up for the *nadari* of Mira Lal, a favourite of the Tahsildar, and the only man it appears who has been so favoured in the district, though many have lost. The 4-2-8 make up for loss by *zakira* grain. The *gur* imposed upon Changa Goud and he improperly levied it upon the villages in place of collecting it in the *hauts* (weekly markets) as usual; Changa Goud pleads

|               |     |    |   |   |
|---------------|-----|----|---|---|
| Dancing girls | ... | 1  | 2 | 8 |
| Changa Goud   | ... | 3  | 8 | 0 |
| Jasti wasul   | ... | 4  | 2 | 8 |
|               |     | 19 | 5 | 0 |
| Poongally     | ... | 0  | 4 | 0 |
| Gur           | ... | 0  | 2 | 0 |
| Total         | ... | 21 | 1 | 0 |
| Dharam Khurch | ... | 8  | 9 | 8 |
| Total         | ... | 29 | 0 | 8 |

|             |     |     |   |   |
|-------------|-----|-----|---|---|
| Virodhikrit | ... | 26  | 1 | 9 |
| Paridhavi   | ... | 155 | 6 | 0 |
|             |     | 181 | 7 | 9 |
|             |     | 7   | 8 | 0 |

Kull Beriz ... 184 5 9

Jasti wasul at  $15\frac{1}{2}$  per cent.

8. *Guwy Goud*, patel of *Toppalikuppam*, gives in the following account of jasti wasul by *Changa Goud*, the *Wutwala* of *Pochamalli*.

|   |     |    |   |    |
|---|-----|----|---|----|
| Sheep   | ... | 0  | 4 | 0  |
| Pungalli  | ... | 0  | 2 | 0  |
| Rysgar  | ... | 0  | 1 | 0  |
| Ghee  | ... | 0  | 1 | 0  |
| Gur   | ... | 0  | 1 | 0  |
| Tahsildar   | ... | 2  | 5 | 0  |
| Dancing girls   | ... | 1  | 3 | 0  |
| Darbar kharch   | ... | 2  | 2 | 0  |
| Powbaki, jasti being the tafrik of 2-4-0 in place of 1-11-0 | ... | 4  | 8 | 13 |
|   |     | 11 | 7 | 13 |

9. *Chinnapullai Goud*, patel of *Ori Malliputti*, complains of *Changa Goud* having made the following Jasti wasul of him.

|                       |     |   |   |   |
|-----------------------|-----|---|---|---|
| Sheep                 | ... | 0 | 4 | 0 |
| Pungalli              | ... | 0 | 2 | 0 |
| Rysgar                | ... | 0 | 1 | 0 |
| Gur                   | ... | 0 | 1 | 0 |
| Ghee                  | ... | 0 | 1 | 0 |
| Tahsildar             | ... | 1 | 2 | 8 |
| Darbar kharch         | ... | 0 | 7 | 0 |
| Tafrik of the powbaki | ... | 0 | 7 | 2 |
|                       |     | 3 | 5 | 0 |

10. *Raghavaiya Achari*, patel of *Pallampatti*, complains of *Changa Goud* having made the following jasti wasul of him.

that the following demands were made upon him.

|                       |     |    |   |   |
|-----------------------|-----|----|---|---|
| Patti nuksan          | ... | 10 | 0 | 0 |
| Devastan              | ... | 8  | 0 | 0 |
| Gur nuksan            | ... | 2  | 0 | 0 |
| Paddy mahsul          | ... | 15 | 0 | 0 |
| Dhan nuksan           | ... | 19 | 5 | 0 |
| Pow baki (Paliambeli) | ... | 5  | 2 | 0 |
| Bhatta Tahsildar      | ... | 5  | 0 | 0 |
|                       |     | 64 | 7 | 0 |

The *patti* and *devastan tafriks* were allowable but they should not have gone further than the *Wutgouds* because their profits were adequate to all losses. The *gur* was ordered. The *paddy mahsul* to be refunded by the *Tahsildar* as he ought to have borne the expense of all *sibbandi*; on account of the whole being taken, it amounts to only 140 pagodas. Resolved also that the *Tahsildar* shall be made answerable to them and they to the *chillers*.

8. Ordered the whole but the *gur* and ghee imposts to be refunded.

9. Ordered as above.

10. Ordered as above.

|                   |     |       |       |       |
|-------------------|-----|-------|-------|-------|
| In place of sheep | ... | 0     | 3     | 8     |
| Pungalli          | ... | 0     | 2     | 0     |
| Rysgar            | ... | 0     | 1     | 0     |
| Ghee              | ... | 0     | 1     | 0     |
| Tahsildar         | ... | 1     | 2     | 8     |
|                   |     | <hr/> | <hr/> | <hr/> |
|                   |     | 2     | 0     | 0     |

11. Kutti Gounda, a chiller of Toppalikuppam, complains that Changa Goud has forced him to pay 4 pagodas as baki due for four years, which he affirms he does not owe.

12. Kula Muppa states that in Tipu's time 30 khandies of grain were issued in Changa Goud's hobli as takkavi, that the Goud has collected the whole and not paid it to Tipu's or to the company's Sarkar and that he has paid the Goud himself 18 chackras for 5½ khandies that he got, also that orders being given to Narappat Timma Nair to restore the cattle of which he had plundered these districts during the war, the said Goud persuaded him to give him 15 rupees on promise of getting 10 cattle he had lost but that he has never got the cattle or the money back. He further states that he is a kalaul and rented the arrack of the village of Tippanur for 7 rupees per annum, that Changa Goud obliged him to pay him that sum and that having never paid it to the Sarkar he has been forced to give 7 more to the arrack farmer Gurrappa, also that having rented the tarban of Tippanur in Tipu's time for 35 pagodas, he had paid 25 and owing 10 when the Company's Government began. Changa Goud exacted that of him and never accounted for it to the Sarkar.

13. Ponna Goud of Tippanur states that having had his cow robbed, of 3 khandies of grain, and given information to Changa Goud against four people who had done it, the Goud fined the thief 6 pagodas but never gave him any part of the money or of the grain.

14. Permamuppa complains that Changa Goud has taken a bullock and 8 khandies of grain from him without cause.

15. Dhunirama complains that Changa Goud has taken a cow and calf from him as payment of 30 ballās of the Sarkar grain in Tipu's time as takkavi. He also complains of Venkatappa, Manigar, having taken a cow from him

11. Confessed by the defendant and agreed to refund it.

12. It appears Kula Muppa engaged to pay back the 5½ khandies of grain to Changa Goud.

Evidence wanting to prove the transaction of the cattle criminal.

Confessed and ordered to be refunded with an equivalent for the kachheri people.

Disproved.

13. Confessed and ordered to be refunded with equivalent for the kachheri.

14. Changa Goud ordered to give up the bullock to the claimant. The grain was taken up by a wut karnam and must be enquired into by Mr. Graham.

15. He engaged like Kula Muppa (12) to the amount to Changa Goud. Confessed, but the offender having been authorized as a renter of a license to take cognizance and take such breaches of morality as (supposed) no

as palli sankit for keeping a woman he had laid with 15 years.

16. Carivanda Muppa complains that Changa Goud took 2 pagodas from him on pretence that he had robbed a cow which had been done by a dair but Chinnappa of Timmanayakanpatti insists upon it he did and that he the owner of the cow never got its contents.

17. The said Chinnappa complains that a dair of Tippanur having stolen 4 sheep and 5 ballas of grain from him, he applied to the patel of that village for the amount and has never obtained it and that Changa Goud has made the following jasti wasul of him :—

|                                      |       |   |   |
|--------------------------------------|-------|---|---|
| A tafrik of 10 per cent              |       |   |   |
| on the Beriz of his                  |       |   |   |
| village ... ..                       | 9     | 1 | 8 |
| Powbaki jasti ... ..                 | 0     | 8 | 9 |
| $\frac{1}{4}$ per 10 on the Beriz of |       |   |   |
| Virodhikrit as darbar                |       |   |   |
| kharch ... ..                        | 2     | 9 | 0 |
|                                      | <hr/> |   |   |
| Total ... ..                         | 12    | 9 | 1 |

18. Nanja Asari Lohar complains that Changa Goud having exacted 2 pagodas in place of 1 as was customary for him to give the dewal of his village though there being no ceremonies performed in it now, he ought not to require anything and therefore remains the amount.

19. Andavari complains that Carelappa Wut Goud took possession of his house which he had left during the troubles, and refuses now to give it up, and has since taken 5 pagodas of him as outstanding balance of rent since Tipu's Amil, also that he flogged him for telling him how he must be responsible for the effects he found in it.

20. Peria Vairichi complains that Carelappa has taken 3 pagodas for Virodhikrit and 4 fanams for Paridhavi as house rent in place of  $\frac{1}{2}$  for the former and 2-4-0 for the latter, in all 3-9-0, besides which he exacted 2 fanams for his protection against being pressed for a cooly upon any occasion and 1 for ghee.

penalty can be imposed. But the inhabitants are informed there is an end to by an abrogation of that custom.

16. The authority assumed by Changa Goud being disallowed, ordered that he pay back the 2 pagodas and pay a penalty of 5 also, that this business be enquired into hereafter and whoever is the thief be punished accordingly.

17. Orders issued for Mr. Graham to enquire into the matter.

Order given upon Changa Goud for the amount and an equivalent for the kachheriwallas.

18. Confessed and ordered to pay the amount to the complainant beside an equivalent as penalty, also that a kaifiyatnama be given the complainant to show whoever may be appointed gouds of three villages at the time of settlement, directing that he be restored to the mera of them which the said goud has deprived him of.

19. Cannot be adjusted; therefore deferred till Mr. Graham arrived at Cauveripatam. The complainant states that he rented a piece of ground of the defendant in *waram*, that it yielded 80 khandies, 60 of which he took in place of 40, and the defendant states that he has built a new and valuable house on his ground. The right to be determined and the balance struck. *N.B.*—Annaji Kasar rents in *waram*.

20. On enquiry it appears to have been the custom generally to regulate house-rent as follows:—6 fanams as Agvari or smoke tax, 3 as sayar and 1 as nangal tax. That house-rent was never more, how large so ever the house might be, but less in proportion to the condition of the tenant. House rent is only required of people who rent ground in *waram*. The complainant having had 3 houses one year and 4 in the next, rent is adjudged proper.

21. Vaingy complains that 6 pagodas have been taken from him also by Ellappa Goud in place of 3 and turned him afterwards out of the village, because he complained of his having ravished his sister who threw herself down a well in consequence.

22. Venkata complains that Changa Goud took a bullock from him for the Sarkar for which he was credited and has never paid him.

23. Ramalingam prefers the same complaint against him.

24. Guli Chetty states that, during war, he bought 18 heads of cattle and Changa Goud 300 that they were driving them home when a tiger came in the night and dispersed them, that afterwards all his cattle were found among the Goud's but he refused to give them up.

25. Chengapullai Goud complains that the Goud detained one of his (cattle) in the like manner.

26. Varadappa lost two in the same manner.

27. Velu Chetty another.

28. Maradari Rangappa Goud states that he took a farm of Changa Goud for 46 pagodas, that he paid ...

|                          |       |       |
|--------------------------|-------|-------|
| 46                       | 0     | 0     |
| as sibbandi ...          | 2     | 3 0   |
| Jasti wasul ...          | 2     | 5 0   |
| Baki for Tipu's amil ... | 6     | 0 0   |
|                          | <hr/> | <hr/> |
|                          | 56    | 8 0   |

29. Venkata of Kalapathi states that he lent Tuman Goud 5 pagodas fifteen years ago; that having frequently demanded payment, Tuman Goud and others set upon him and beat him till he swooned when they plundered him of money and effects to the amount of 30 pagodas; that he complained to Tipu's amildar who ordered 10 pagodas in lieu of 5 and 5 more jarimana to be given, that he has received back part of the things he lost but nothing else, that Tuman Goud has taken refuge at Dharmapuri and that his zamin Luckun Goud is in the guard.

21. The 6 pagodas are the estimated value of a bullock given as a compensation or hath [?] money for harbouring a thief who stole grain belonging to the Goud. It was the brother of the Goud who debauched his sister.

22. Taken for Tipu's Sarkar and never paid for. But the Goud, having made several tafriks for answering such exigencies, ordered that he pay two pagodas each to Venkata and Ramalingam.

23. The same as above.

24. The fact proved and orders given for restitution at 2 pagodas each.

25. The same as above.

26. The same as above.

27. The same as above.

28. It appears more was taken on pretence of making up nadari as caprice or malice dictated without consulting the ryots concerned, as had been ordered. Orders given for restitution and equivalent as penalty, one from the Goud and the other from the karnam.

29. Luckun Goud after many interrogations confessed that the amildar of Dharmapuri, in consequence of such an occurrence said to have been happened, ordered (Souma samvotsir 1788) that Tuman Goud should pay Venkata 38 pagodas and that he went security for him. But that the amildar of Krishnagiri being complained to, took his security bond from Venkata and ordered that Tuman Goud should pay him only the original 5 and 5 more as interest which, allowing for the probability of Venkata's never having suffered so much as he affirms, may be a fair decision. Venkata came and complained to me that Venkata Goud, Luckun's son, maltreated him for demanding his just debt and his showing marks of violence induced me to order him and Luckun to be brought to



me prisoners. But by Venkata Goud's account Venkata beat him twice until he fainted. He says he can prove that but he owns the having four witnesses and Venkata says he can prove that he was beat by him. It appears endless to search the truth in this matter; it is only resolved therefore that Tuman Goud be obliged to pay the 10 pagodas to Venkata as decreed by the Krishna-giri Tahsildar and that Luckun Goud be freed from all obligation in the business as bondsman and Mr. Munro send for Tuman Goud and require him to clear off the debt according to his circumstances.

30. Seshaiya and Kukat Gounda state that Changa Goud having rented Bairpalli of the Sarkar for 203 sival sibandhi, they took a field for 19 and afterwards agreed to collect the whole of the other chillers. It was rented as follows:—

|                                      |            |          |          |
|--------------------------------------|------------|----------|----------|
| Seshaiya ... ..                      | 19         | 0        | 0        |
| Kukat Gounda ... ..                  | 36         | 0        | 0        |
| Pachai ... ..                        | 11         | 0        | 0        |
| Kunji Gounda ... ..                  | 14         | 0        | 0        |
| Muthaiya ... ..                      | 5          | 7        | 0        |
| Vairji ... ..                        | 11         | 7        | 0        |
| Kandachar rented among the chillers. | 74         | 4        | 0        |
| Pujari ... ..                        | 10         | 0        | 0        |
| Kallan Kallani ... ..                | 2          | 3        | 8        |
| Changa Lakshmiya ... ..              | 6          | 9        | 8        |
| Mulliya ... ..                       | 2          | 4        | 0        |
| Pachai ... ..                        | 0          | 8        | 0        |
| Toti ... ..                          | 2          | 2        | 0        |
| Parachi ... ..                       | 21         | 0        | 0        |
|                                      | <u>217</u> | <u>5</u> | <u>0</u> |

|  |            |          |          |
|--|------------|----------|----------|
| Deduct of 2 of Kandachar, it being rented separately to wet renters Ram Naick and Sanda Naick who have all the kandachar zemin in the taluk ... .. | 49         | 6        | 0        |
|  | <u>167</u> | <u>9</u> | <u>0</u> |

|  |            |          |          |
|--|------------|----------|----------|
| Nuksan, which Seshaiya having paid, claims of Changa Goud ... .. | 34         | 8        | 0        |
|  | <u>202</u> | <u>7</u> | <u>0</u> |

He further complains that having required to furnish 2 khandies of grain

30. Changa Goud acknowledges the justness of Seshaiya's demand and engages to pay it, but desires credit for the loss he sustained by the taking from him the kandachar zemin after his grant of the village was given him which appears to have been an unfair transaction. Resolved that shall be decided on by Mr. Graham. He reckons that loss 37 pagodas 5 fanams which is promised to him if his due can be taken out of his penalties to be paid the kachheriwallas.

he lost 6 croes or 9 fanams, and 8 fanams he gave for ragi on account of the Goud also 8 fanams for paddy besides 3 fanams in money—

|            |     |     |    |   |   |
|------------|-----|-----|----|---|---|
| Nuksan     | ... | ... | 22 | 0 | 8 |
| Gram loss  | ... | ... | 0  | 9 | 8 |
| Ragi       | ... | ... | 0  | 8 | 0 |
| Paddy seed | ... | ... | 0  | 8 | 0 |
| Cash       | ... | ... | 0  | 3 | 0 |
| Sheep      | ... | ... | 0  | 4 | 0 |

Total demand on the Goud. 25 3 0

31. Sanji of Tippanur states that having pawned a gold chain worth 10 fanams for 4 and impossible to receive it, she complained to Changa Goud who thereon sent and seized two saries in the house of the broker who is a weaver and gave her nothing. She still wants her chain and the weaver his saries.

31. The weaver must give her back the chain and he is not present.

32. Perma complains that Changa Goud took a mare from him and gave her away to some singers. The bound of a yatum, a musal (rice-beater) and that Permapullai of Jankurpatti took 8 khandies of bajra from him. He says the Pullai accuses him falsely of taking 50 heads of cattle away from his village.

32. Changa engages to restore the man [mare?] if the claimant will swear that he did not buy and pay for it. Again he engages to swear he did not (do) so, on promise of being excused the payment of the amount and to restore his musal. Given Perma an order to Lakshmana Row on the affair of the bajra.

33. Yellappa of Kurampatti complains that Viranna, Manigar, took away 50 heads of cattle and 30 khandies of grain and that Balla Goud took away 13 more belonging to him.

33. Desired that Mr. Graham will enquire into this matter, the witnesses being at Cauveripatam.

34. Mangalai Gounda states that Changa Goud exacted 15 pagodas from him on pretence that he lost some papers belonging to him.

34. Made him pay it back.

35. Varada Pullai had taken from him by Changa Goud as follows:—

|               |     |     |   |   |   |
|---------------|-----|-----|---|---|---|
| Sheep         | ... | ... | 0 | 8 | 0 |
| Pungalli      | ... | ... | 0 | 4 | 0 |
| Ghee          | ... | ... | 0 | 2 | 0 |
| Gur           | ... | ... | 0 | 2 | 0 |
| Rysgar        | ... | ... | 0 | 2 | 0 |
| Kandachar     | ... | ... | 5 | 0 | 0 |
| Dharam kharch | ... | ... | 2 | 9 | 8 |
| Tahsildar     | ... | ... | 3 | 7 | 8 |
| Dancing girls | ... | ... | 1 | 2 | 8 |
| Darbar kharch | ... | ... | 3 | 8 | 0 |

35. Acknowledged and to be paid back [with] penalty.

18 4 0

36. Sukaball complains that he engaged to pay 11 pagodas for a farm and that 13 have been exacted from him.

36. Have compromised of their own accord.

On enquiry it appears that the Wuttawalas got the pattas *dah by dahee* made out in their Gouds' names but kept the management in their own hands, thereby gaining the difference of the rent for Paridhavi and for Kilaka or 25 per cent, etc.

37. Sundaraiya Mallsanket states that his patta is for 50 pagodas, that the Tahsildar has taken  $5\frac{1}{2}$  jasti wasul in Paridhavi, besides which 12 for Virodhikrit in place of 8. Total jasti 9 excepting sibbandi.

38. Ranga complains that he put 4 khandies of bajra into one cove and in another 5 khandies of bajra with one khandy of rice, that Changa Goud took up the former and Nelra the latter.

39. Appaji reports that Palliapatti, a village in the Cauveripatam district, has been under-rated, being given rented for 170 and being worth 400 which he offers for it.

37. Proved by the Serishtadar to be mis-stated and that he owes for 4 months of Pramadicha in which 3 ps. he has paid more than his rent to the 1st Chitrai.

38. Changa Goud acknowledges that he took up 2 khandies for which he was credited by Tipu's Sarkar 2 pagodas, but denies he took more; agreed to pay the other 2 if the toti says he took them. Given order to Mr. Graham to send for him and Nelra.

39. Given a note to Mr. Graham on the subject.

| Complainants.                                      | Retribution. | Penalties. |
|--|--------------|------------|
| <i>Changa Goud to pay</i>                          |              |            |
| To Varada Goud ... ..                              | 18 1 8       | 18 1 8     |
| " Gauri Goud ... ..                                | 11 5 13      | 11 5 13    |
| " Chinnapullai Goud ... ..                         | 3 3 10       | 3 3 10     |
| " Raghavachari ... ..                              | 0 19 0       | 1 9 0      |
| " Kutti Goud ... ..                                | 4 8 0        | ...        |
| " Kulla ... ..                                     | 2 7 8        | 2 7 8      |
| " Punegur ... ..                                   | 7 2 0        | 7 2 0      |
| " Karivanda Muppa ... ..                           | 2 4 0        | 2 4 0      |
| " Chinnappa ... ..                                 | 12 9 1       | 12 9 1     |
| " Nanja Asari ... ..                               | 2 4 0        | 2 4 0      |
| " Ramalingan ... ..                                | 2 4 0        | ...        |
| " Venkata ... ..                                   | 2 4 0        | ...        |
| " Chinnapullai Goud ... ..                         | 2 4 0        | ...        |
| " Varada ... ..                                    | 4 8 0        | ...        |
| " Vaili Goud ... ..                                | 2 4 0        | ...        |
| " Kuli Chetty ... ..                               | 43 2 0       | ...        |
| " Marudaribabat ... ..                             | ...          | 8 9 0      |
| " Seshaiya ... ..                                  | 20 8 0       | ...        |
| " Ranga Goud ... ..                                | 2 4 0        | ...        |
| " Perma Goud ... ..                                | 3 6 0        | ...        |
|  | 151 10 0     | 92 4 0     |
|  | ...          | 151 10 0   |
| Total ...  | ...          | 244 4 0    |
| <i>Gauri Yellaga to pay</i>                        |              |            |
| To the Sarkar ... ..                               | ...          | 5 0 0      |
| " Govind Goud ... ..                               | 10 0 0       | ...        |
| " Peria Vairoh, and $4\frac{1}{2}$ khandies of gur | 1 4 0        | 1 4 0      |
| " Andanry ... ..                                   | 6 0 0        | ...        |
| " Peria Vairohi ... ..                             | 1 2 0        | ...        |
| " Peria Vairochi ... ..                            | 3 1 8        | ...        |
|  | 21 7 8       | 6 4 0      |
|  | ...          | 21 7 8     |
| Total ...  | ...          | 28 1 8     |
| <i>Vaili Goud to pay</i>                           |              |            |
| To Yellappa ... ..                                 | 5 5 0        | ...        |

| Complainants.             | Retributions. | Penalties. |
|---------------------------|---------------|------------|
| <i>Annaiya to pay</i>     |               |            |
| To Kula Goud ... ..       | 20 0 0        | ...        |
| „ Govind Goud ... ..      | 15 0 0        | ...        |
|                           | 35 0 0        | 35 0 0     |
| Total ...                 | ...           | 35 0 0     |
| <i>Nurrangal to pay</i>   |               |            |
| To Andaury ... ..         | 21 0 0        | ...        |
| <i>Narayaniah to pay</i>  |               |            |
| To Ranga Goud ... ..      | 8 9 0         | ...        |
| <i>Tahsildar to pay</i>   |               |            |
| To the Sarkar ... ..      | ...           | 20 0 0     |
| „ Arasaiya ... ..         | 13 4 8        | 13 4 8     |
| „ Changa Goud ... ..      | 20 0 0        | ...        |
| „ Wulla Goud ... ..       | 34 6 0        | ...        |
| „ Gouri Goud ... ..       | 19 2 0        | ...        |
| „ Veranna, Manigar ... .. | 7 2 0         | ...        |
| „ Pijni, Manigar ... ..   | 31 2 0        | ...        |
| „ Kempri Goud ... ..      | 28 0 0        | ...        |
|                           | 173 6 8       | 33 4 8     |
|                           | ...           | 173 6 8    |
| Total ...                 | ...           | 207 1 0    |

*Totals of the Guni gauries or penalties.*

|                      |         |
|----------------------|---------|
| Changa Goud ... ..   | 92 4 0  |
| Gauri Yellaga ... .. | 6 4 0   |
| Tahsildar ... ..     | 33 4 8  |
| Total ...            | 132 2 8 |

Letter—From Captain ALEXANDER READ.

To—Captain GRAHAM.

Dated—(10 miles east of Tiruppattur) the 23rd August 1793.

The foregoing are the sums the Wut-Gouds or head farmers, etc., are to refund as extortions and penalties imposed on their tenants. These are but a small proportion, I am persuaded, of what they have collected, but all that I could ascertain by the help of the complainants that came with my man Subba Rao and they may serve as a clue to the rest. It would not take many days perhaps to take the kham *wasul* of the whole district. If there be time it would [be] worth while, and the prospect of payment might induce all that have been oppressed to come forward. I wish with that view you may be able to pay off all who have come here to complain. It would be encouragement for them to come again when injured and others to follow their example. Collect too if you can the penalty that I may answer expectations here. Every stimulus we can give to procure information, the better. That and the example of our own disinterestedness may contribute to making the people entertain some notions of honesty. I send off the Gouds and Tahsildar to you this evening. Circumstances requiring my presence at Tiruppattur to-morrow, I have resolved to leave this unhealthy part of the district for a few days and proceed to Krishnagiri. It is possible however that I shall only go there the 25th and come away again the day after. Where will you be that day and the next? Going round Yellagiri I shall come upon Vaniyambadi and think of surveying that district next on account of the many abuses prevailing wherever there are zemindars. I wish you to be in readiness to go on with that I may be at leisure to prosecute my other enquiries. Indeed the winding up all matters to complete the settlement of this district will

require a fortnight of my time and Narayanappa's; for I propose that inducing the theory into a simple practice shall be the subject of my next report. I have 16 more villages to measure which will take as many days. I wish all your temporary settlements were made. Captain Macleod's are done and I have received all the village statements already of all his districts, but one, very complete.

### 3.

PARTICULARS OF AN INVESTIGATION OF THE CONDUCT OF SUBBA RAO, TAHSILDAR OF KALLAVI, IN CONSEQUENCE OF CERTAIN CHARGES EXHIBITED AGAINST HIM BY VENKATA RAO, LATE SHAIKDAR OF MUTTUR, BĀRAMAHĀL, AUGUST 1794—KALLAVI.

#### Charge 1.

Anandur Varada Goud gave the Tahsildar a bribe of 20 star pagodas in fasli 1202.

The informer Venkata Rao produces the following evidence in support of this charge.

Venkatarama of Gottikulam deposes that he heard Anandur Rama declare to Annamalai and Arunachalam of the said village that he saw Varada Goud pay the 100 rupees and that upon their expressing their doubts of the truth of the allegation, he offered to put his hand into a pot of hot ghee to substantiate it. Annamalai and Arunachalam make the same declaration and add that they desired the above evidence and another person then present to remember his words; this person's name is Venkatachalam.

Varada Goud denies the charge and gives in a muchalka accordingly.

The kaṛnam of the village says he has no knowledge of the affair and gives in a muchalka accordingly.

Venkatachalam at first denied having heard the words said to have been spoken by Anandur Rama, and offered to swear to it before the pagoda, but on being ordered to proceed for that purpose he hesitated and told the following particulars: that on his being summoned to the kachheri at Kallavi he was accosted by Varada Goud's son who made him swear that he would not inform against his father, that on consulting with his wife, she said "We have already lost a child, will you by taking a false oath endanger the life of the other? Go and tell the truth"; he then said that his wife who frequently went to Varada Goud's house declared to him in confidence that she saw Varada Goud pay into the Tahsildar's hands, under the tamarind trees at Balaytota, 100 rupees, and he confesses that he heard Anandur Rama make use of the words mentioned in the charge.

Anandur Rama denies having positively said that Varada Goud paid the money, he only mentioned that the transaction was spoken of throughout the country and that it also reached his ears.

Venkatachalam's wife says she had the information from her husband.

Notwithstanding the proofs adduced by the prosecutor, the witnesses differ so much in their depositions that they seem insufficient to substantiate the charge *in toto*. Varada Goud and Annamalai have long been on inimical terms.

*Charge 2.*

Kulla Muppa Shanar paid the Tahsildar 5 star pagodas as a bribe.

Kulla Muppa on being first questioned respecting the transaction said that the 5 pagodas were lent but not given as a bribe, but having received a few stripes for prevarication he acknowledged that the money was forced from him by the Tahsildar who confined and flogged him and did not release him till he gave security for the payment of 5 pagodas, a sum which he demanded because he presumed to enjoy a tarban inam not included in the Sarkar inam zab, as trust money for his being permitted to hold it.

*Charge 3.*

Gummiya of Tatanampatti paid the Tahsildar 5 star pagodas as a bribe.

Gummiya says he gave the Tahsildar 2 pagodas only on account of a marriage in his family, which money was returned to him about a month ago; of this he made oath before the pagoda.

*Charge 4.*

Chinnappah of Hennagiri paid the Tahsildar 3 star pagodas.

Chinnappah confesses to 2 pagodas for the marriage and says that the money was paid back to him; to this he swears.

*Charge 5.*

Chinniah, karnam of Murtangal, paid to the Tahsildar (in) Paridhavi a jasti wasul of 10 pagodas and a similar sum in Pramadicha. Zemindar Pattabaiya being called upon says that he heard the ryots of Murtangal gave the Tahsildar a jasti wasul of 8 pagodas by the hands of karnam Chiniah.

The karnam denies; gives in a muchalka and offers to swear; 7 ryots of the said village also deny the charge and were sworn accordingly.

Proof wanted.

*Charge 6.*

Emberuman Chetty paid 10 chakrams.

The Chetty having died since this charge was given in, the son Kuppa Chetty denies having any knowledge of the circumstance; he adds that the Tahsildar bought a bullock the price of which was fixed at 5 pagodas and that he has only received 2 pagodas—sworn.

*Charge 7.*

Bhima Muppa gave 2 pagodas.

Confessed he gave it on account of the marriage in the Tahsildar's family and received it back a month ago.

*Charge 8.*

Kurkambatti Karnam Varadaiyah paid the Tahsildar 5 pagodas.

Denied, a muchalka taken, proof wanted.

*Charge 9.*

Shanar Yerdagutti Muppa of Anandur paid 5 pagodas.

Acknowledged the money was extorted from him as a bribe for making jauria tarban inam of 5 pagodas a year; he has repaid the money a month ago.

*Charge 10.*

Shiddhi, a washer woman of Anandur, paid 2 pagodas.

She says that her son having carried off the daughter of a shanar, the cast paid her 2 pagodas which she was repaid two months ago. She paid the money to Annamalai Goud but cannot say to when he gave it.

Annamalai being questioned says that he gave the money about 12 months ago to the Tahsildar and that it was repaid a month back through Dasi Muppa.

*Charge 11.*

Nachipatti Peria Goud and karnam Subbaiya paid 7 pagodas.

Peria Goud says he paid only two pagodas at the marriage which was received back a month ago.

Subbaiya, karnam, says that the Goud paid 2 pagodas to an Irlivar and Dhair of the same village 1 pagoda each, that Titamali Goud of Kilakuppam gave 6 pagodas which were repaid a month and a half ago, this came to his knowledge by the Goud's having asked him to write a receipt for that sum.

*Charge 12.*

The Tahsildar appropriated to himself the 5 per cent for sibbandi authorized to be collected in Paridhavi and paid the peons by an additional assessment on the ryots.

This charge is fully proved. The amount of this extra collection in the Kallavi district. 1 See No. as given in by the Karkoon was chackrams 27-1-14 exclusive of Anandur taraf, the Goud of which it appears has borne the expense of collection both in Paridhavi and Pramadicha.

Sanyaspet district as received by the karnams No. C pagodas 13-4-8. Mutur district as per account of Shaikdar No. 17-5-58.

*Charge 13.*

Venkata Rao, Karnam of Kotamandahalli, paid the Tahsildar star pagodas 8.

The karnam denies having given the Tahsildar anything but a present of a turban and cloth at a marriage in his family and that he has received a similar present in return.

*Charge 14.*

Pulliandi Pillai, Papa Reddi, Girvambatti Perma Goud and Wegambatti Wobi Naick gave the Tahsildar 3 khandies of grain, etc., valued at 7 pagodas.

Venkata Rao, late Shaikdar of Muttur, says that the three persons mentioned in the charge, etc., servants from a wartak 3 khandies of grain for the Tahsildar the price of which was settled at 7 pagodas, that the money was not paid by them during that year—that in Pramadicha they gave the Tahsildar 5 pagodas for his marriage and that they tafriked the 12 pagodas upon the inhabitants.

*Charge 15.*

Gavega, shepherd, paid the Tahsildar, out of the cash he received from the Sarkar for the cattle plundered by Narappet Timma Nair, 30 chacks.

Gavega at first denied the charge and gave in a muchalka to that effect; on being desired to touch the reed, he hesitated, and on being threatened with the lash, he confessed that in consequence of an application on the part of the Tahsildar he sent him 10 pagodas which were returned about a month ago.

*Charge 16.*

Balaytota, Nanja Goud and Chinna Goud paid the Tahsildar 8 star pagodas.

They say that having gone to Utankarai to pay their kists, the Tahsildar asked them for a present on account of a marriage in his family, that they offered 3 pagodas between them which having been rejected and 5 or 6 pagodas demanded they would not consent and therefore paid nothing.

*Charge 17.*

Chevalambatti Nada Goud, Nagambatti Vainga Goud, Madurapalli Nagappa Naick, Nallappanayagambatti Papa Reddi and Vaidapatti Linga Reddi, gave the Tahsildar among them a present of 15 pagodas.

This charge has not been substantiated by the confession of the parties concerned, but it is fair to presume that there has been a pretty general contribution on the part of the farmers towards defraying the expense of a marriage in the Tahsildar's family.

*Charge 18.*

Vaithiyamuppa, renter of palmira trees, paid the Tahsildar a bribe of 5 pagodas.

Proof is wanting to this charge, but where a similar transaction is fully proved in one instance, suspicion must attach itself to this; it is clear that the Tahsildar has been in the practice of exacting bribes from renters of palmiras and others as hush-money to let them enjoy inams to which they had no right, whereas it was his duty to have discovered and punished such attempt to deferred (defraud ?) revenue.



*Charge 19.*

Wobi Naick of Mugambatti, Lakshmi Naick of Nagambatti and Būdha of the said village, paid on account of their inams 4 pagodas to the Tahsildar which money he did not bring to account.

The Shaikdar of Muttur produced the account; says the money was received by him in his capacity of Deputy to the Tahsildar, that he remitted it to him and that he did not bring it to account at the time when the charges against him were given in.

*Charge 20.*

The Tahsildar received from one Makkorai Goud, for making jauri a lot of paddy ground of 100 guntas attached to the village of Attipala, 5 pagodas and the same sum from one Gidda for a similar indulgence.

Makkorai Goud was by mistake not summoned to make good this charge and it appears upon enquiry that the other person Gidda is dead; but Manigar Muthu Chinnia of Muttur having been questioned as to his knowledge of the transaction says that the Tahsildar did receive the money, but that upon the village renter's claiming the ground as his rights and threatening to inform the Sarkar, the cash was repaid by an order upon the shroff.

*Charge 21.*

Venkata Rao, late Shaikdar of Muttur, received an order from the Tahsildar to make up to the shepherd Gavega by a tafrik in the ryots and loss of 14 chackrams and 6 fanams said to have been sustained by him on the price received for sheep sent to Krishnagiri.

The Shaikdar produced the order No. in the Tahsildar's own handwriting; and in consequence, collected the money which he paid to Gavega; he adds, although he is not in possession of the documents, that a similar tafrik took place in the Kallavi and Muttur taluks.

*Charge 22.*

The ryots of Muttur, etc., taluks were tafriked by order of the Tahsildar for an alleged balance of 50 pagodas outstanding in Virodhikrit.

The Shaikdar Venkata Rao produced the order (No. 5) in consequence of which he collected the money, though the ryots murmured at the injustice of it.

*Charge 23.*

The Tahsildar obtained in Paridhavi an order from the Zemindars on the Sowcar Surappa Chetty for 50 pagodas on his own account; this money was repaid by a tafrik on the ryots.

Venkata Rao (Shaikdar) shows the order sent to him and says that the amount of the collection in his taluk (Muttur) was 21-2-8 chackrams.

*Charge 24.*

A letter was received from the Tahsildar by the Shaikdar of Muttur, informing him that he understood that Manigar Muthu Chinnia, renter of the customs of Muttur taluk, in Paridhavi had exacted 28½ gold fanams instead of the mamul tirva 1 fanam per head for 1,500 bullock-load of supari; he desired the Shaikdar to mention to the said Muthu Chinnia that he would inform the Sarkar against him, upon which,

The Shaikdar produced the letter, alluded to, in the Tahsildar's own handwriting. Muthu Chinnia says that in consequence of the letter he immediately went to the Tahsildar at Utankarai and that on asking him his reason for writing such a letter, he replied that it was in consequence of information he had received from a person who had come from Cauveripatam; he denies having given the Tahsildar anything and asserts

according to the Shaikdar's account, the farmer of the customs being much alarmed went to the Tahsildar and gave him 25 chackrams to hold his tongue.

that 100 bullock-load only arrived at the time alluded to by the Tahsildar.

It is very improbable that the wartaks would have given the Sayar farmer more than the mamul tirva, but what could have been the Tahsildar's motive for writing such a letter; Venkata Rao, the Shaikdar, says that having shown the letter to Muthu Chinnia, he went immediately to the Tahsildar and having been asked on his return how he had compromised the business he said that he had thrown 20 pagodas into the Tahsildar's face. Proof wanted to substantiate this charge.

*Charge 25.*

The number of Tahsildar's peons for collections in the Kallavi Tahsildari is 12. The Serishtadar has permitted the pay of one peon for 12 months.

Both Tahsildar and Serishtadar are at Krishnagiri; if the charge be well founded the former must have connived at the transaction.

Where delinquency is proved against a Tahsildar, the Serishtadar, who from the nature of his appointment and the tenor of his instruction ought to check instead of countenancing the oppressions of the other, is equally guilty with him.

*Additional evidence.*

*Charge 26.*

Ariputra Chetty of Muttur deposes that having gone to Wuddapatti to ask for 2 pagodas he had lent to a wartak, the latter told him that he had given four months ago on account of the Tahsildar 3 khandies of grain for which he had not yet received the money back, that Puliandipatti Kuppa Reddi told him that he paid 1 pagoda as his share of the tafrik on account of the above grain.

Although hearsay evidence may give strength to presumptive proof, yet, in a cause where equity is to decide, she will be cautious how it appears in her records; perhaps, had time admitted, positive evidence by summoning the parties might have been obtained, but the institutor of this investigation having been sent upon another service, he now gives it as his opinion that this charge has not been substantiated.

Agam Perma Chetty told Mulappa of Muttur the night before last that he heard the ryots of Puliandipatti say that they paid the Tahsildar a jasti wasul of 16 pagodas and those of Balayatota 6 pagodas.

*Charge 27.*

Ariputra Chetty says that he was sent by the Muttur Shaikdar with public money by the Tahsildar at Utankarai, that the latter said to him "the shepherd Gavega has received a great deal of money from the Sarkar, tell him on your

return that I must have 40 chackrams of it," that he accordingly carried the Tahsildar's necessary to Gavega but that he does not know how much money he gave in consequence.

*Charge 28.*

The above evidence Ariputra Chetty Here again indirect evidence is Perma Goud who told him that the Balayatota taraf paid the Tahsildar in Paridhavi jasti wasul of 10 pagodas on account of a marriage and that the Kormadipatti taraf paid him a similar sum on the same occasion.

The Tahsildar of Kallavi, Muttur and Singarappet, being desired to exculpate himself from the charges given in against him by Venkata Rao, late Shaikdar of Muttur, answers as follows.

*To the 2nd charge.*

He says that Kulla Muppa is a friend of Annamalai Goud between whom and the defendant feud has subsisted for then three years—that he has been for sometime in the practice of paying money to, and receiving it from, Kulla Muppa as a swear, and that he has taken advantage of some transaction of this kind to asperse his character; that as to the tarban inam the Shanars in general enjoy such by prescriptions though they are not included in the Sarkar Inam zabita and that his reason for not informing the Sarkar was from an idea that it was already acquainted with it.

*To the 3rd charge and the others.*

Respecting the money paid by the patels on account of the marriage in his family, he replies that, there being no sowcars in his taluk, they were the only people who could supply his wants, that when he had money of his own he assisted them in completing their different kists and that in return he always found them ready to contribute to his necessities by pecuniary lands [loans?] which he made on the same terms as he gave them—without interest.

*To the 6th charge.*

He replies that Gurwa, the arrack renter of the Baramahal, came to him at Kallavi and told him that he wished to purchase a bullock, that he (the defendant) accordingly struck a bargain with Emberuman Chetty for one and fixed the price at 5 pagodas, that the said Gurwa had only 2 pagodas ready money by him, which he paid to the Chetty, the defendant giving security for the remainder which, should the other not pay, he is of course responsible for the amount.

*To the 9th charge.*

He replies that Yerdagutti Muppa and Kulla Muppa being jointly concerned in a tarban he lent them 10 pagodas to assist them in paying their kists and that he neither confined their persons nor proceeded to any violence with them.

*To the 12th charge.*

He says that the tafrik on the ryots for the sibbandi expense in Paridhavi was the work of patels who had in each taraf a peon who made the collections from the different chiller ryots to save themselves the trouble of going to each in person, and that the peons allowed him by the Sarkar were always sent to the patel, that this was a mode of internal management which he permitted because the patels always complained of much time being lost and much trouble incurred

in visiting the different ryots; on being asked how he came to countenance such a tafrik on the poor farmers, he replies that the patels gave him a muchalka binding themselves to be solely at the expense and not to burden the inferior ryots with any part of it.

*To the 15th charge.*

He positively denies.

*To the 19th charge.*

He does the same

*To the 20th charge.*

He says Makkorai Goud's inam is jauri and included in the zabita as is Gidda's; on reference to the dufters, he is right.

*To the 21st charge.*

He says that a party of sepoy's from Krishnagiri came to Muttur for sheep for the garrison and took what they wanted from Gavega's murda alone, that the price of sheep at that time was 6 per pagoda; that Gavega representing the great loss he had sustained both from the cheap rate at which he was obliged to give his (sheep) and the lease coin (cantary fanams) he received for them; it was determined to make it up by obliging the other [ . . . ] to send a certain number to his proportion to their flocks, but that the ryots complaining of the difficulty they had in procuring sheep, the Tahsildar sent an order to the Shaikdar to take money in lieu of sheep at the rate of  $3\frac{1}{2}$  per pagoda.

*To the 22nd charge.*

He replies that two kists of the Virodhikrit balance had been collected from the inhabitants, that his having doubts of the 3rd kists being paid at the period of instalment from the difficulty of collecting the preceding ones, he applied to the zemindars who gave an order on Narappa Chetty for 200 pagodas and that, in consequence of the said Narappa Chetty's dunning him for the money, he sent orders to collect it from such ryots as had not paid their balance.

*To the 23rd charge.*

This ought to have been included in the preceding one and forms a part of 200 pagodas for which the zemindars gave a tamassuk on the sowcar.

*To the 24th charge.*

He replies that he was deceived by a person who, appearing from his *dost* to be of some consequence from Balaghat, told him that the farmer of the customs at Muttur had broken a cowle he had given for some hundred bullock loads of *supari*, that making a plea of a want of money for present expense he gave him 4 or 5 rupees, that on the farmer of the customs coming to him, in consequence of the letter written to the Shaikdar, he found that he had been imposed on and that on enquiry the imposter was not to be found, that he understood he had played the same trick at Cauveripatam.

BARAMAHAL,  
( 1st September 1794. )

J. G. GRAHAM,  
Assistant Collector.

4.

## [ENQUIRY INTO THE CONDUCT OF]

APPAJI RAO, TAHSILDAR OF RAYAKOTAH.

## 1st charge.

## Remarks.

On the 14th July he was directed by Mr. Graham to inform the inhabitants (that) their villages would be continued to them on the same terms as last year—to ascertain who would not be able to pay it and to send the darkhastnāmās of all the patels or mustajirs. In September and October he received similar instructions. He ought, on receiving such instructions, to have visited every village whose mustajir refused his village on those terms and to have investigated their produce by the appearance of their lands and their karnams' accounts, but all he did was to take the declarations of the karnams alone as proof of their inability. On my going to Rayakotah, 40 villagers having complained their affairs were not inquired into by the karnams as per No. 1 by comparing the Sarkar's tirva with the ryot's tirva and waram which gave the loss or gain in 1203 and 1204 and still holding out, a few mutasaddis were sent into the taluk (to) enquire into the state of the villages of the Kūris, according to No. 2, when 20 of the 40 agreed to the settlement of 1203. Of the thirty so uninquired into, 10 were found to be nadar in place of 40, the number reported to be so by the Tahsildar, exclusive of Marindahalli in which no alteration could be made as Mr. Graham had given it away in rent to Tipu. The consequence to the Sarkar is that the Tahsildar's settlement was 6,697 and the ryots agreed to 7,201 the difference of which is 323 chackrams as per No. 3. In like manner I was satisfied with the answer given him by the karnam of Marindahalli who told him that hobli would only yield 900 chackrams which was outbid by Tippaiya who offered 1,132 which is 232 more. As in the rest of the taluk, mutasaddis were sent thither after my arrival who enquired into its affairs as exhibited in No. 2. By their enquiries, its produce this year is 1,336, and last (year) it was 1,354 which gives a difference of 16 only as per No. 4. The difference between this and the former karnam's darkhast is 436. The produce of the gardens he was at no pains in ascertaining and only

## Statement of the Jama and Hutavalli of the whole taluk.

| 1202. |          | 1203. |          | 1204. |          |
|-------|----------|-------|----------|-------|----------|
| Rent. | Produce. | Rent. | Produce. | Rent. | Produce. |
| ...   | ...      | 7,860 | 7,575    | 7,021 | 7,563    |

Difference or loss 284 or profit 562 which arise to the Mustajirs.

|           | Rent | Produce. | Rent. | Produce. |
|-----------|------|----------|-------|----------|
| Sayar ... | 630  | 717      | 400   | 515      |

Difference or profit 87—115.

Allowing 10 per cent to Mustajirs upon the gross produce, the district ought to bring this year ... 6,875  
 Deducting do. from the Sayar ... 470  
 Add Mirchy, Eggāra and Jangli erandy ... 15

7,360

Actual assessment by Mr.

Graham ... 7,102

Under-rated ... 258

Brought forward ... 7,360

Cap. Read's assessment ... 7,426

66

invited candidates for renting them while he held them in amāni. The only man he procured was Singalachari who offered 380 chs. for the whole. He was outbid by Tippaiya who offered 430 and got them in grant. During my stay at Rayakotah their produce was ascertained by the karnam's accounts and questions of the gardeners as in No. 5 and 6. The difference between Tippaiya's offer and Achari's is 50. To that ... 50  
 add the above ... 436  
 and the difference in the other hoblis ... 323  
 Total ... 809

which is the amount of what the Sarkar may be said to have sustained owing to the indolence or incapability of the Tahsildar.

Upon the principle of allowing the Mustajirs 10 per cent on the gross produce, the difference between Captain Read's and Mr. Graham's assessment, viz., 323, must be included in the Jamabandi.

Statement of the rent and produce of the Marindahalli Hobli.

| 1202. |          | 1203. |          | 1204. |          |
|-------|----------|-------|----------|-------|----------|
| Rent. | Produce. | Rent. | Produce. | Rent. | Produce. |
| 1,114 | ...      | 1,429 | 1,352    | 1,132 | 1,336    |

Difference of loss 77 or profit 204.

Allowing the renter 10 per cent upon the produce of 1,204 this hobli should have been given for 1,203 chs. ; consequently it has been given away for 171 too little.

Statement of the rent and produce of the 50 gardens in Rayakotah district.

| 1203.      |         | 1204. |           |
|------------|---------|-------|-----------|
| 646-8      | 586-9-0 | 430   | 505       |
| Difference | ...     | 60    | 75        |
| Sibbandi   | ...     | 40    | 40        |
| Loss       | ...     | 100   | Profit 35 |

2nd charge.

Mr. Graham sent the Tahsildar 48 patties for the mustajirs, reported to be dissatisfied with the settlement of 1203, (on) the 14th December. It appears very probable that upon my arrival at Rayakotah on the 12th January not one had been given away to the farmers, and that he would have delayed it longer had I not made some noise about it before I had made different matters the subject of my enquiry. About the 22nd January when I entered upon that business he had given away only half the number or 24 which included Tippaiya's 9 for Marindahalli.

List of the patties.

|                  | Chs.          |
|------------------|---------------|
| Rayakotah hobli  | ... 4 for 134 |
| Yonagonohashalli | ... 2—300     |
| Helaga do.       | ... 9—403     |
| Chinridrug do.   | ... 3—287     |
| Burdenji do.     | ... 4—54      |
| Marindahalli do. | ... 9—894     |
| Sankavari do.    | ... 7—418     |
| Attymüttu do.    | ... 7—667     |
| Dandigound do.   | ... 1—16      |
| Gardens do.      | ... 1—430     |
| Bājihāl do.      | ... 1—5       |

48 for 1608 [3,608?]

By the above it appears that farmers in the Rayakotah district are at an average about 35 pagodas rent.

*3rd charge.*

All the aṅāj zemin was held in by the management by the farmers from the beginning of the year or 1 Arry [Adi?] (five months) and the bāgyāt to the 1 Kartikai (four months) in amāni before the patties were received by the Tahsildār to distribute. The gardens were granted to Tippaiya about the 1 Kartikai or 10th November, that is, a month before the patties arrived—two months before I arrived at Rayakotah—and a fortnight after that, it was found that the Tahsildar had withheld 25 of the 50 from Tippaiya without the permission of Mr. Graham or giving him intimation of it. By explanation it appears that 49 of them were consigned to turn towards the end of Arpissi or beginning of Kartikai but only the above 25 were wholly given over to him, 24 being given in his name, though against his will, to Singalachari and 1 which is the most productive being kept by the Tahsildar himself.

Tippaiya says that he complained of this to Mr. Graham who promised him redress.

|  | Produce. | Rent. | Percentage of R. P. |
|--|----------|-------|---------------------|
| Total 50 gouden ...                          | 505      | 43    | 19                  |
| Granted by the Tahsildar to Singalachari ... | 333      | 280   | 19                  |

It appears from the above that the rent of the farm given to Singalachari was in the same proportion to the produce as the rent of the whole was to the produce of the whole but both bringing the farmer a profit Singalachari gets what is due to Tippaiya were it not that the Tahsildar gave it away before Mr. Graham on which account I did not remove him.

*4th charge.*

Appy Naick, the Mustājir of the Ballampalli hobli, and Nunja Chetty, his gumastah, deserted their hobli and took with them 25 ploughs and ryots when indebted to the Sarkar 39 chackrams land rent and 88 takkavi as per No. 7. Tippaiya having gone security for the land rent paid it for the Naick. Had the receivers of takkavi and their securities both gone off, no person would have been responsible for the amount. But no security had been required, which was equally the omission of the Tahsildar and the Serishtadar who, to exculpate themselves, determined to recover the amount at all events and did it as follows:—

*Remarks.*

List of the persons among (whom) the takkavi of Ballampalli were distributed.

| Advanced 1203.         |     |   |   |
|------------------------|-----|---|---|
| To Appy Naick ...      | 55  | 7 | 0 |
| „ do. ...              | 25  | 2 | 0 |
|                        | 80  | 9 | 0 |
| Advanced 1204.         |     |   |   |
| To Bittoka * ...       | 7   | 2 | 0 |
| „ Timma * ...          | 7   | 2 | 0 |
| „ Saunda * ...         | 3   | 6 | 0 |
| „ Venkata * ...        | 3   | 6 | 0 |
| „ Konari ...           | 7   | 2 | 0 |
| „ Saunda * ...         | 7   | 2 | 0 |
| „ Havili Naick * ...   | 18  | 0 | 0 |
| „ Saunda * ...         | 3   | 6 | 0 |
| „ Timma ...            | 3   | 6 | 0 |
| „ Chinna Chiniya * ... | 3   | 6 | 0 |
| „ Mudda ...            | 14  | 4 | 0 |
| „ Munia * ...          | 7   | 2 | 0 |
|                        | 86  | 4 | 0 |
|                        | 167 | 3 | 0 |

The stars are opposite those who were relatives of the mustājir.

1. They asserted that Subba, a ryot of Ballampalli, was indebted to Nunja Chetty, the Naick's gumastah two sums he had borrowed—one of 15 and one of 3 chs. ... .. 18 0 0

2. They asserted that Muni Goud had received of the Naick as takkavi ... .. 6 0 0

3. They asserted the same of Jangamaiya ryot ... .. 12 5 0

4. They asserted that the toti of Hoshhalli has gone security for one of the ryots, he had run away and allowed him, to carry off his cattle along with him which had been given in his charge ... .. 10 0 0

46 5 0

These assertions being made to Mr. Graham by the Serishtadar, Tahsildar and karnam of the hobli, the above four persons were ordered to the Kachheri at Marindahalli where, denying the debts alleged and refusing to pay, they were carried about with the kachheri to Cauveripatam and Daulatabad where, wearied out with security and delay, they agreed to pay the amount and were in consequence permitted to sell off their cattle to enable them to do it. After that the affair lay dormant till I went to Rayakotah when they all came to me, represented their treatment and applied for redress.

1. Subba made it appear that he had borrowed only 15 chs. of Nanja Chetty, a cow and two bullocks in discharge of the village. I paid him back 15 of the 18 that had been extorted from him and reserved 3, his balance to the Chetty, as a deposit in part of what was due to the Sarkar.

2.) Muni Goud and Jangamaiya both 3.) declared that they never received a cash of takkavi and offered to swear to the fact. All the ryots of the village were summoned and appeared as evidence in support of their assertion when the karnam of the village confessed the truth. I thereupon paid them the money back Rs. 18-5-0.

Of the first sum advanced in 1203 has been collected of the ryots who had received Takkavi ... 19 4 0

Of the ryots who had not received takkavi. 43 5 0  
Of the Tahsildar ... 9 0 0  
And Serishtadar ... 9 0 0  

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80 9 0

Of the second sum advanced in 1204, has been collected of ryots present ... .. 30 7 8  
Due from the ryots present .. ... 10 8 0  
Due from the ryots not present ... .. 44 8 8  

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86 4 0

Hence it appears that Appy Naick and his followers went away indebted to the Sarkar. Balances of advances in fasli 1203 ... .. 43 5 0  
Balance of advances in fasli 1204 ... .. 44 8 8  

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88 3 8

Advances for cultivation :  
to be deducted this amount ... .. 15 0 0

Advances for cultivation :  
to be deducted this amount ... .. 18 0 0



4. The Toti affirmed that he went security for only five pagodas advanced to one of the ryots and agreed to be a watch upon his cattle until it should be discharged, that having procured the amount he went with it to the kachheri, and that in the meantime the ryot went away and took all his cattle along with him. This being alleged by the ryots it appears that he had performed his engagements with the Tahsildar, and that the Sarkar had no claim upon him. The karnam also confessing the fact, the ten pagodas extorted from him were returned.

Ditto—This—10 0 0

Total 435 [0?] 0

for which and the other sums to Appy Naick &c. (who have absconded) for 1204 remissions must be applied for  
viz. 44 8 8

88 3 8

*5th charge.*

1. He has charged 71 chakrams as per No. 8 for repairs to the anicut at Chandarapūram and the Oddars acknowledge the having received only 4 chakrams. He has likewise charged for 90 baums instead of 40 in that work.

2. He has likewise charged 5 chakrams for clearing the Mallapuram calwa while 3 of that sum were owing to the Oddars.

3. He charged 12 chs. for repairing the tank of Wasligandahalli while the ryot agreed to bear half the expense if the Sarkar would defray the other half and while no other ryots in the district were required to do so. It is two or three months since this ryot paid 3 Khandies of betel in discharge of this demand. It was sold at the same time and the amount has not been yet realized.

4. He has charged revenue with 10 chs. the full amount of repairing the Hielga watercourse while two of it were not disbursed, and have been owing to the ryots who performed the work six months ago according to the declaration of Venkataramiah, the village karnam.

5. He collected sayar in July, August and September 156-3-11 as per Sayar karnam's accounts No. 9 and brought to the public account only 131-8-8, embezzling 24-8-2.

1. The Serishtadar says the Tahsildar did pay out of his hands all the 71 chakrams to the karnam and the karnam says he paid it all to the oddars which they disallow. That is a business which demands further enquiry but this is certain that the money has been disbursed and that the work is not equal to the charge.

2. The Tahsildar had also paid all this money to the karnam and he has now engaged to pay the (balance?).

3. The Serishtadar was never acquainted with this transaction. The Tahsildar says Mr. Graham gave him orders to require the ryot of this tank to defray half of the expense. As the propriety of it appears rather doubtful, an order has been given the ryot upon the person who brought the betel for the amount.

4. This charge is entered in the Serishtadar's accounts and he says the karnam has paid the ryots but that he is not paid by the Tahsildar.

5. Acknowledged by the Serishtadar.

## [ENQUIRY INTO THE CONDUCT OF]

(2) VASUDEVA RAO, SERISHTADAR OF RAYAKOTAH.

*1st charge.*

He urges that when he made a circuit of the district in Ani or July it was too early to make a settlement with the ryots. He has no other excuse but indisposition for not having done it afterwards.

*Remarks.**2nd charge.*

He urges that whatever he did in that business in concert with the Tahsildar was in consequence of the karnam's declaration that they were indebted to the Sarkar agreeably to his account which he acknowledges he made out a [at?] different times as he was pressed for the amount by Lakshmana Rao.

*3rd charge.*

He confesses the having in concert with the Tahsildar embezzled the aforementioned 24-8-2 sayar collection but that they paid 3 out of it as pay to the Marindahalli karnam.

|   |         |
|---|---------|
| Account of his assessment—Embezzling the Public Money |         |
| of Attamutlū, karnam,                                 | Khandis |
| 4 khandis amounting to ...                            | 10 0 0  |
| of Heelig karnam in cash ...                          | 1 0 0   |
| of Kutokorigi Biragoud ...                            | 1 0 0   |
| of Hoshhalli Karry Goud ...                           | 1 2 0   |
| of Venkatramanaia 1 Khandi ...                        | 1 9 0   |
| of Kurkunapalli Palgoud ...                           | 5 0 0   |
| of Hurowadi Kandapatti Naick ...                      | 1 2 0   |
| of the Ballampalli karnam ...                         | 0 5 0   |
| Indebted to Palary Goud ...                           | 5 0 0   |
|   | 26 8 0  |

*4th charge.**Making illegal assessment of money and grain.*

He also confesses the facts and pleads poverty in excuse.

## [ENQUIRY INTO THE CONDUCT OF]

(3) SESHAIYA, KARNAAM OF RAYAKOTAH.

*Charge.*

The being privy to peculation and not informing the Sarkar.

He knew of the Tahsildar's and Serishtadar's having withheld a part of the sayar collection from Tippaiya the Sayar-renter from having charge of the sayar accounts for more than a month and he did inform Tippaiya that he was defrauded by them. Tippaiya in

consequence told the Tahsildar that it was the case, but pretended that it was the Sayar karnam's fault and required a *muchalkā* of one of them whose name is Subbaiya the kasba karnam who gave it. It was by means of the Marindahalli karnam the discovery of the truth was made. Subbaiya after much trouble was brought to confess that the Tahsildar directed him to make out his accounts before him every evening a false account from the true one. He produced the former at first but afterwards the true accounts. Annaji the Marindahalli karnam concealed of his collections

|                           |     |     |    |   |   |
|---------------------------|-----|-----|----|---|---|
| ...                       | ... | ... | 7  | 4 | 0 |
| Subbaiya the kasba karnam | ... | ... | 17 | 4 | 2 |

|                    |     |    |   |   |
|--------------------|-----|----|---|---|
| Total cantary obs. | ... | 24 | 8 | 2 |
|--------------------|-----|----|---|---|

which must be paid to Tippaiya. When Subbaiya represented the heinousness of the deceit he answered that he might do as he pleased.

It was on this account the Tahsildar recommended to Mr. Graham to reduce the Marindahalli karnam's pay from 20 cantary fanams to 10 and to increase the kasba karnam's pay from 10 to 20.

This must [be] collected from the Tahsildar and Serishtadar and paid to the renter of the sayar, Tippaiya.

[ENQUIRY INTO THE CONDUCT OF]

(4) RAMIAH, KARNAM OF BELLAMPALLI

1st charge.

The being instrumental in making illegal assessments of takkavi.

This charge makes the fourth against the Tahsildar and is acknowledged by the defendant. He says that takkavi was given the mustajir of his village (Bellampalli) at three different times, viz.

|                             |   |    |   |         |        |
|-----------------------------|---|----|---|---------|--------|
| Vysāk or April 1794         | } | F. | { | 55-7-13 |        |
| Jaisht or June 1794         |   |    |   | 1203    | 25-2-0 |
| Vysāk or May 1795 (F. 1204) |   |    |   | 86-4-0  |        |

167-3-13

That the first sum was advanced to him in person at Krishnagiri. The second was demanded at Krishnagiri but given to him through the Rayakotah Tahsildar, and the third in the same manner. He says he wrote himself the mustajirs receipt for the above 55, that the mustajirs received the whole sum himself that he distributed a part of it among the ryots and afterwards collected the amount. That he was not present

*Remarks.*

List of takkavi. None for the first sum because it was distributed by the Goud. Its amount 1203 55 7 18

Second Sum.

|                       |     |    |   |   |
|-----------------------|-----|----|---|---|
| Ankusgirisandy Nair   | ... | 18 | 0 | 0 |
| Venkati               | ... | 3  | 6 | 0 |
| Chavanur Ranga (1203) | ... | 3  | 6 | 0 |

|                  |     |    |   |   |
|------------------|-----|----|---|---|
|                  |     | 25 | 2 | 0 |
| As before (1204) | ... | 86 | 4 | 0 |

167 3 13

when the second sum 25 was given but was present when the third was and that receipts being made out for them by the karkoons the money was paid into their own hands. This is corroborated by the Serishtadar who asserts that it was also done the second time. After the money was so distributed the third time among the ryots the mustajir took every fanam from eight of them who were his relations before they left Rayakottah. He cannot tell if that was done the second advances but it is probable that it was. There was no joint or other security for those advance required but the mustajir Appy Nair who absconded with all his relations in June 1795, about a month after receiving the last time. The karnam went security with the sayar for the first sum that was received, viz., 55-7-13. In August Lakshmana Rao came to Rayakottah to exhibit the collection of some balances outstanding when of the advances made of takkavi to the Bellampalli hobli being 167-3-13. The whole of the first sum 55-7-13 could not be recovered—Appy Nair having carried it all off—of the second, four of the receivers were present, viz., Sandy Nair, Venkati and Ranga—amount 25-2-0 and of those who had received the third advance only—

|           |     |     |     |           |          |          |
|-----------|-----|-----|-----|-----------|----------|----------|
| Konary    | ... | ... | ... | 7         | 2        | 0        |
| Timma     | ... | ... | ... | 3         | 6        | 0        |
| Mudda     | ... | ... | ... | 14        | 4        | 0        |
| and Sandy | ... | ... | ... | 7         | 2        | 0        |
|           |     |     |     | <u>57</u> | <u>6</u> | <u>0</u> |

So that only the amount of their advance could be collected which would leave a balance of ... .. 109 7 13

Lakshmana Rao having confirmed his enquiries to the advances in 1203, viz. ... .. 80 9 0

Of which was collected ... .. 25 2 0

Leaving a balance of ... .. 55 7 13

The immediate difficulty was how to recover that sum. He was demanded of the karnam as one of the securities for that very sum. He pleading that all who had received it had absconded and that he was not able to pay it

himself was told that he must either be answerable for the amount or give information of balances that might be due to the Nair which would discharge the debt to the Sarkar. He likewise asserted that the Rao directed him to make a nilivāry or produce the amount if they did not owe him or his followers to that amount. He, the karnam, then told him that he did [hear?] from the late Tahsildar of the Nairs having collected it, and recommended to him to demand it of him which was all he could do and that he ought not to be held responsible after that. The Rao then ordered him to be flogged when he agreed to realize the amount ascertaining that the following persons were indebted to the Nair [for?] the sums annexed—

|   |                    |
|---|--------------------|
| 1. Muni Goud, what he heard he had borrowed of one of the refugees ... ..   | 7 0 0              |
| 2. Tangamaiya, what he heard he had borrowed of the Nair's gumastah ... ..  | 10 0 0             |
| 3. Sadampullai, what he alleged ought to be received of him on account of having suffered a ryot to run away and take his cattle with him... .. | 10 0 0             |
| 4. Gungalary Muttai; what he believed to be the balance of his account with one of the refugees with whom he had concerns ... ..                | 13 0 0             |
| 5. The Tahsildar Abdul Khadir, the following demands for grain he had taken of Appy Nair—   |                    |
| Paddy 15 ... ..   | 1 5 0              |
| Bājra 10 ... ..   | 1 0 0              |
| A sāil ... ..   | 1 2 0              |
| In cash ... ..  | 1 3 0              |
|   | 5 0 0              |
| 6. Baitap Nair, the amount of a debt which is since proved to have been just...   | 4 0 0              |
| 7. Subba, the amount of a bond for money received ...   | 5 0 0              |
| 8. Timmarunda, the amount of another just debt ... ..   | 2 0 0              |
|   | <hr/> 56 0 0 <hr/> |

Of the above persons who were sent for, Muni Goud, Tangamaiya, Sedampul-lai and Subba protested they did not owe the Nair or his followers a cash. On being interrogated if they would depend on the declaration of their karnam who was absent, they agreed and gave muchalkas to that effect. At last they denied, but after [being] taken with the kachheri in a circuit to Daulatābād they agreed to pay the amount. On my arrival at Rayakotah they came to seek redress and upon a particular enquiry it was found they had been done great injustice. What had been extorted from them was therefore paid as before mentioned.

|                                     |     |    |         |
|-------------------------------------|-----|----|---------|
| Advances to Bellampalli hobli—1203. |     |    |         |
| Advances ... ..                     | ... | 80 | 9 13    |
| Recovered of—                       |     |    |         |
| 1. Sandy Nair ... ..                | ... | 18 | 0 0     |
| 2. Venkata ... ..                   | ... | 3  | 6 0     |
| 3. Chavanur Ranga ... ..            | ... | 3  | 6 0     |
| 4. Baitap Nair ... ..               | ... | 4  | 0 0     |
| 5. Timmarunda ... ..                | ... | 2  | 0 0     |
| 6. Subba ... ..                     | ... | 3  | 0 8     |
| 7. Tahsildar and Serishtadar ... .. | ... | 3  | 2 5     |
|                                     |     |    | 37 4 13 |

|   |     |    |        |
|---|-----|----|--------|
| Outstanding which was advanced to the ryots who have absconded with their security ... .. |     |    |        |
| 1204.   |     |    |        |
| Advanced ... ..   | ... | 86 | 4 0    |
| Recovered of Mudda ... ..   | ... | 14 | 4 0    |
| " of Sanda ... ..   | ... | 7  | 2 0    |
| " Mudda ... ..  | ... | 3  | 6 0    |
| Recoverable [of] Konary ... ..  | ... | 7  | 2 0    |
| " of Timma ... ..   | ... | 3  | 6 0    |
| " [of] Tahsildar and Serishtadar ... ..   | ... | 5  | 5 8    |
|   |     |    | 41 5 8 |

|   |  |  |        |
|---|--|--|--------|
| Outstanding which was advanced to the ryots who have absconded with their security ... .. |  |  |        |
|   |  |  | 44 8 8 |

|                                       |  |  |        |
|---------------------------------------|--|--|--------|
| Balance which is irrecoverable ... .. |  |  |        |
|                                       |  |  | 88 3 8 |

*N.B.*—The sum 3-2-5 taken from the Tahsildar in 1203 was a penalty for their having neglected to require security for the second sum advanced and the 5-5-8 in 1204 was taken as one for the like neglect when the third sum was advanced.

#### *2nd charge.*

**Derauding the ryots and the Sarkar.**

Two buffaloes having strayed into the fields of a ryot of Bellampalli, he delivered them into the charge of the karnam who sent them to another district for sale with the concurrence of the patel. They got 5 chackrams for them which they divided in place of carrying the amount to account as extra revenue. Afterwards the owner of the buffaloes made his appearance and claimed them or their value. The patel and karnam obliged the ryot to pay the

amount of their sale in place of refunding the 5 chackrams which they had received and requiring the owner to make the ryot some compensation for the damage which the cattle has done his fields. This matter after being enquired into by me was left to the decision of a panchayat which was awarded that the karnam should pay the ryot half and the patel half of what had been exacted of him by the owner. The karnam took away a tatttu belonging to another ryot, and gave it in discharge of a claim upon the patel. The panchayat awarded in respect to this in like manner.

(5) CAPTAIN READ'S AWARDS PASSED UPON THE CONDUCT [OF THE] KACHOHEBI SERVANTS IN THE RAYAKOTAH DISTRICT ACCORDING TO THE CHARGES SUBSTANTIATED AGAINST THEM.

#### 1. Appaji Rao, Tahsildar.

*Dismission* from his employ, for the indolence or incapacity he has shown in not having carried into execution the orders he received from Mr. Graham for ascertaining the proper rates of assessment in 1204 (making the first charge against him) by which the Sarkar might have lost above 800 pagodas or 11 per cent upon the jama.

*Penalty* of a month's pay, for having neglected to deliver the Collector's patties to the patels whose rents for 1204 had been reduced (forming the second charge against him) till two months after his collections had begun, but his late confinement may be admitted as sufficient atonement.

*Dismission* for having given away to one farmer lands that were included in the Collector's patti of another farmer in his district and having sequestered a part of the same for his own use (the third charge against him).

*Dismission* for having neglected to take security for advances of takkavi and made illegal assessment as recoveries in place of receiving it from the persons who were indebted to the Sarkar (the fourth charge against him).

*Dismission* for having embezzled the public money (the fifth charge against him) and to be kept in confinement until he pay pagodas 24-8-2 the amount of sayar collections while he held them in amani which he did not enter in his accounts to Tippaiya the renter of them for the current year.

#### 2. Vasudeva Rao, Serishtadar.

*Dismission* for incapacity or neglect in not having with the Tahsildar carried into execution Mr. Graham's orders for ascertaining the proper assessment of Nadar villages in his district [for] the current year which makes the first charge against him.

*Dismission* for the being accessory with the Tahsildar in making illegal recoveries of takkavi from ryots who were not indebted to the Sarkar, the second charge against him.

*Dismission* for having in concert with the Tahsildar embezzled the public money (the third charge) and *confinement* till the amount of sayar collections 24-8-2 be paid to the Sayar farmer.

*Dismission* for making [un] authorised assessment of grain, the fourth charge, and *confinement* till he pay it back, or the equivalent pagodas 26-8-0, to the ryots whom he assessed.

#### 3. Seshaiya, Karnam.

*Penalty* of a month's pay and 100 stripes for being privy to the Tahsildar's and the Serishtadar's embezzlement of the public money.

## 4. Ramiah, Karnam.

*Dismission* from his employ for giving in false accounts of money owing to persons who were indebted to the Sarkar and had absconded which was the cause of the servants of the Sarkar insisting upon illegal demands of the ryots.

*An hundred stripes* for having defrauded certain royts of their property and the Sarkar of its dues in applying property while unclaimed to his own use, and confinement till he make restitution of two buffaloes and a tattu to their owners agreeably to the decision of a panchayat.

## 5

*Letter—From* Captain ALEXANDER READ, Superintendent and Collector of the Bāramahal and Salem districts.

*To—T. B. HURDIS, Esq., Assistant Collector, Krishnagiri.*

*Dated—Tiruppattur, the 9th October 1795.*

I have received your letter containing the statement of the goldsmith's affairs and am sorry every person concerned is not satisfied with your mode of adjusting them, especially as it being that which is consistent both with law and equity. It is that alone by which we must always settle differences about the distribution of the property of insolvents, bankrupts and refugees.

2. Knowing that, if the property of a person who has no transaction of barter with a merchant happen to be found in the merchant's house at the time he is declared a bankrupt or flies to elude his creditors, it is immediately seized for the benefit of claimant upon his estate, I apprehend that the difference between the value of a pledge and the amount of a debt is unquestionably the right of the creditors generally; consequently, that the owners of the effects which had been deposited with the goldsmith and given by him in pledge to others had not a right to redeem them without the consent of the creditors and they of course would not grant it if they found they could be redeemed for less than their value.

3. The settling such differences in which gentlemen are concerned will always be an invidious task unless when they are sufficiently informed as to the propriety of our decisions and will consider the necessity of our acting impartially between man and man.

4. If any who were concerned in the late affair will not accept of their dividend there is no help for it. I have heard, I think, that a man cannot be arrested for a debt that has been offered and refused and that implies, I conclude, that he cannot afterwards assert his right to it. However that may be, it is probable that no such dividend will ever be demanded again and I advise therefore, that whatever has been refused be thrown into the general fund as some increase to the second dividend which may be made.

5. I wish you to summon the creditors and debtors of Krishna Dass in order to ascertain the state of his affairs, and what part of his debt to revenue, also when it may be expected, for as we press him for the payment of that we must of course give him every assistance in realizing what is due to him from others. If he prove insolvent, a division must be made of his property also similar to that made of the goldsmith's and Government, as well as individuals, must bear its loss in proportion to the deficiency.

6. I request you will get some other matters adjusted which I was obliged to leave at Krishnagiri unsettled and take cognizance of all such as may be brought forward while you are there, for I am sure that if there were 5 times the number of Collectors in these districts there are at present, it would scarce be sufficient to administer justice, equally, in every district. It appears by the daily demands upon my time to that function that Judicial circles should not exceed 80 miles in breadth for very few come farther than 40 to complain, and even that distance makes it inconvenient to summon witnesses for litigious or trivial causes. On that very account don't send for anybody that is farther off than the Tahsildar of Krishnagiri or Cauveripatam but recommend it to persons who may perchance



come from a greater distance to apply to their respective Tahsildar, or wait till I, or their proper Collector, be nearer to the residence of the parties or the witnesses.

7. The few matters that will probably come before you, not requiring any order to the Tahsildars who are sufficiently advised of your official capacity in the revenue line, you may summon any ryots by my order which I am sure will obviate any objections on their part to attend when you want them.

8. By the way, what I have been accidentally led to request of you may appear to encroach on the department allotted to my assistant Mr. Graham, but he will have no objections to the receiving assistance in a branch of it where assistance is so much wanted.

∴ But it will be proper to confine your decisions to differences about engagements relating to trade, property, marriages and other things of entirely a civil nature, and not to extend them to whatever may relate to the collections, because the responsibility of them resting with Mr. Graham and depending on circumstances with which he must of course be better acquainted, it will be better to refer such matters to him. You may nevertheless enquire into anything of that nature and give him whatever information you acquire on the subject, for that must be acceptable to him from any quarter. It has been maintained that judges cannot act anywhere in India without interference with, and prejudice to the collections and that may be true because revenue is nowhere completely defined or understood nor rights anywhere established in India, but I hope to see it quite otherwise in these districts before I leave them.

10. Though you know it to be my daily practice, it is proper to mention the necessity there is of your giving the defendant in every case a kaifiyatnama stating all the circumstances of complaint, the course of enquiry and the particulars of the award, also of your sending Mr. Graham one and me another copy to prevent the trouble of a second or third investigation. On the same principle, refuse to enquire [in] to any business that you find has ever been settled by either of us or Mr. Munro or any former Amildar, for appeals having been made by many to succeeding Amildars for several generations back, it is absolutely necessary to form such a rule and adhere to it without deviation while the paucity of information that can possibly be gathered on disputes of 30 or 50 years back precludes any amendment in deciding upon them from which it cannot be considered as the withholding of justice to save trouble.

11. This letter is written in great haste, but it probably contains my sentiments as fully as you wished on the goldsmith's business and all that is necessary on the others I have mentioned.

12. In case there be any occasion for it I will send a copy of it to Mr. Graham, and if you think it of consequence you can show this to Captain Cuppage.

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## 6

*Letter—From T. B. HURDIS, Esq., Assistant Collector, Baramahal and Salem districts.*

*To—Captain ALEXANDER READ, Collector of the Baramahal and Salem districts.*

*Dated—Krishnagiri, the 14th October 1795.*

I have received your favour of the 9th containing instructions for the settling [of] such causes as might be brought before me and intimating your [wish?] that I would enquire into the state of Krishna Dass estate. It is ten days since I issued orders to different Tahsildars to send those people who owe money to Krishna Dass to me, that the debt might be enquired into and that what could be recovered from them might be applied to the discharge of the debt due by Krishna Dass to the Sarkar.

2. In executing this duty which was (so far as it related to calling the parties to Krishnagiri) done before your letter of the 9th reached me, I found it necessary to write to Tahsildars of Kunnatur, Vaniyambadi, Tiruppattur, Cauveripatam, Muttur, Krishnagiri and the Kangundi Nair, the distance the parties must come is within your prescription, though as you had mentioned particular taluks, had I received your letter previously I should have written you on the subject.

3. Some few of the parties according to the lists given in by Krishna Dass and some to thirty have arrived for the decision on their causes. I am obliged to call in a panchayat ; in the lists the debts are simple, but the origin of them seems to relate to something of everything respecting custom, cast, etc., of the natives. In short a more complex and rascally business between all parties I think never was before decided on.

4. I hope soon to send you accounts of its being finished and trust it will prove to your satisfaction.

No. 1.—List of debts due to Sourappah Chetty, brother of Narappah Chetty.

| Taluka.         | Villages.      | Names.                      | Principal. | Interest. | Total.   | Total Star Pagodas. |
|-----------------|----------------|-----------------------------|------------|-----------|----------|---------------------|
|                 |                |                             | C. P.      | C. P.     | C. P.    |                     |
| Kunnatūr ...    | Kunnatūr ...   | Ekambara Chetty ...         | 48 0 0     | 34 0 0    | 32 0 0   |                     |
|                 |                | Vedamul Chetty ...          | 24 0 0     | 12 0 0    | 36 0 0   |                     |
|                 |                | Vepansh Chetty ...          | 35 0 0     | ...       | 35 0 0   |                     |
| Vaniyambādi ... | Casba ...      | Meram Venkatappa ...        | 185 0 0    | 111 0 0   | 296 0 0  |                     |
|                 |                | Venkatrām derishtadār.      | 5 8 8      | 4 8 8     | 9 9 0    |                     |
| Tiruppāttūr ... | Casba ...      | Zemindar Naraina Chetty ... | 34 2 0     | 30 0 0    | 64 0 2   |                     |
|                 |                | Do. Kaseramiah.             | 12 1 0     | 12 0 0    | 24 0 0   |                     |
|                 |                | Do. Ohelaiya ..             | 24 8 0     | 13 2 8    | 38 8 0   |                     |
| Kangundi        | Jangal Kuppam. | Gopallaiya ...              | 30 9 0     | 22 7 0    | 53 6 4   |                     |
| Cāuveripatam .. | Casba ...      | Medakaliaya ..              | 10 0 0     | 8 4 0     | 18 4 0   |                     |
|                 |                |                             | 409 7 15   | 287 8 0   | 647 5 12 | 539 27 45           |

The debt due by the Kangundi Raja is not brought to acct.

No. 2.—List of those persons who owe money to Krishnadass Soucar.

| Taluka.          | Villages.       | Names.                    | Principal.           | Interest. | Total. | Total Star Pagodas. |
|------------------|-----------------|---------------------------|----------------------|-----------|--------|---------------------|
| Tiruppāttūr ...  | Erzambat ...    | Ewasiah ...               | 150                  | 100       | 280    |                     |
| Cauveripatam ... | Hiddagulloy ... | Gowri Mapat and Luchmiah. | 80                   | 20        | 110    |                     |
|                  |                 | Karamangalam.             | Sayar Venkatappa ... | 10½       | 2½     | 12½                 |
|                  |                 | Kandapur Subba ...        | 20                   | 10        | 30     |                     |
|                  |                 | Peddiah ...               | 25                   | ...       | 25     |                     |
| Muttūr ...       | Utankarai ...   | Subba Rao ...             | 20                   | ...       | 20     |                     |
|                  | Muttūr ...      | Muth Chinniah ...         | 2½                   | ...       | 2½     |                     |
| Krishnagiri ...  | Krishnagiri ..  | Sayar Tippayya ...        | 35                   | 15        | 50     |                     |
|                  |                 | Venkappa Muni Chetty.     | 9                    | ..        | 9      |                     |
|                  | Daulatābād ...  | Venkatadri ...            | 20                   | ...       | 20     |                     |
|                  |                 |                           | 371½                 | 147½      | 519    | 432 23 40           |

7

Letter—From THOMAS MUNBO, Esq., Assistant Collector.

To—Captain ALEXANDER READ, Superintendent and Collector of the Bāramahal and Salem districts.

Dated—Sankaridrug, the 8th November 1795.

1. I meant long ago to have written you on the subject of your letter to Hurdis, but being hindered by other matters from answering it immediately, I did not think of it again till now.

2. There are many cases in which the more hands that are employed the more work is done, but I don't believe that justice is one of them, nor will it ever be so until the passions and prejudices of men can be regulated by arithmetical ratios. This is a truth that has been known ever since the ancients discovered that too many cooks spoil the broth. I am therefore of opinion that more harm will be done by the impediments of counteraction than there will be good done by increasing the number of justices. As it will not only diminish my influence but will also give me additional trouble by the references that it will produce from official people, by the encouragement that it will give to persons who are afraid of losing their cause to seek a decision where the circumstances are less known, and by the unexpected effects which such decisions may sometimes have on the revenue. It cannot be supposed that though I should not thwart I should ever very heartily concur in such a measure. But, whatever might be my conduct there is no doubt but that it will meet with numberless little obstructions which could not be easily detected both from the division and the district servants. Orders from you they respect as from the highest authority but those from the Military Assistants they seldom obey unless in their own divisions.

3. We have all repeatedly enjoined our Tahsildars to pay the same deference to any one of us as to their own immediate Collector, but they have usually under some pretence or other found means to evade these directions. The cause of it is no doubt the jealousy which the servants of one division entertain of those of another, and the natural aversion which they in common with all men have to serving more masters than one. If we meet with obstacles from them Hurdis will meet with many more—because they know that he has control like you, and that he is but a new power. Say for the sake of argument that all these difficulties are removed—yet it does not appear likely that any useful object would be attained by his dedicating a part of his time to the benefit of the inhabitants. It is not easy for any of us with but an imperfect knowledge of their language and manners to learn the right or the wrong side of a long disputed question of property. There are some occasions on which so much industry is exerted to mislead, that if we get at the truth it is only by means of our extensive acquaintance with all descriptions of people which induces some to give us information from a regard to the injured party, and others who are looking for an appointment from the hope of recommending themselves to our notice, but Hurdis being almost destitute of these aids makes him more liable than us to fall into error. It is often necessary to send both parties to panchayat in another district, sometimes to another division and sometimes even to the Carnatic. This is frequently done in consequence of the solicitation of the parties themselves, but much oftener on account of information from other sources which Hurdis can seldom have an opportunity of meeting. I have found myself so often mistaken in cases which I thought I had investigated with the greatest caution previous to passing sentence that I now generally confine myself to criminal matters and leave all those of property to panchayats. What presumption in us to determine three or four causes in a night each of which would take up a panchayat several days. If we order the division of a debtor's property among his creditors it is ten to one but that from our ignorance of their number and their places of abode that many of them will be deprived of their share. If this is true with respect to us it is still more so with respect to Hurdis, because his means of information are more circumscribed than ours. There can hardly be a decision which will not either directly or indirectly affect the land rent because most wartaks either hold lands in their own names, or else in the names of ryots to whom they lend cattle and grain. If their property is seized for the payment of a debt, it is evident that a temporary, perhaps a permanent, loss will happen in the revenue of the villages in which their lands lie. It is impossible that Hurdis can know all these circumstances. I am therefore inclined to believe that the extraordinary powers which you propose to delegate to him would be of no service to the inhabitants; and that they would be as fully protected in all their rights by leaving justice and revenue in the old channels.

4. The Military Assistants have no authority beyond their respective divisions. Were I in passing the Macleod's or Graham's to hear of any abuses I should acquaint them of the particulars, but I would not take upon myself to summon their official people together to investigate and settle them, but Hurdis's judicial authority it seems is to extend to the three divisions. This by conferring on him powers which only the Superintendent ought to possess places us in such a disagreeable situation that were I a Civil Assistant I should certainly make a public remonstrance on the subject, but as a military man it would be extremely illjudged, because we should obtain no redress, it would be falsely construed as arising from the jealousy of civil influence; it would be turned against us by all who wished for our removal, and it would be said that our disagreement went further than was expressed, though in fact nothing is kept in reserve but all declared.

5. If we wish either revenue or justice to go on smoothly we should take men as we find them and adopt our rules to human nature with all its weaknesses and not to ideal perfect beings divested of passion. I remember that some years ago in one of our meetings either you or Macleod proposed that we should make circuits and enquire into the affairs of each other's divisions, but I thought then as I do now, that though it would be right in you it would be wrong in us, because it would insensibly lead to the same kind of counteraction among ourselves that prevails among our Tahsildars, and that the evil would at least equal the good, but as Hurdis's power however extraordinary can only impair ours and not yours, you can answer with much philosophy that your assistants are a different rare [race?] of men from Tahsildars and not subject to the same petty jealousies. I am afraid that this is not a safe principle to trust to, for the experience of all times and countries has shown that in this point all men are Tahsildars and it is reckoning too sanguinely if we expect that a new order of things is to originate with us.

## 8.

### BABU RAO, THE TIRUPPATTUR TAHSILDAR'S KAIFİYATNAMA OR NARRATIVE OF THE CIRCUMSTANCES ATTENDING THE MURDER OF HIS CHILD.

In Tiruppattur a Mahratta woman murdered my child (of the Tahsildar Babu Rao). The circumstances of the transaction are these. In the evening about nine o'clock the child was not at the house—many enquires were made and she was everywhere sought after, some time after the child not being come home, the town people in consequence of the enquiries having assembled enquired the reason. There was a man an inhabitant of the village whose name was Babu Rao; he said to me 'Your child together with a Mahratta woman came out of your house a little after six o'clock, they were standing before the house, this I saw but did not enquire on what account the woman was standing there. I went about my business.'

Having heard declaration of Babu Rao, I sent for the Mahratta woman—who being come I said 'My child in the evening was with you; where is she gone?'; the Mahratta woman answered 'I know not; in the morning I went to Anandapatti and I stand there until nine o'clock at night. I came not to Tiruppattur—I never saw your child.'

Afterwards an inhabitant of Anandapatti, Dair, gave this evidence, 'I came from Anandapatti to Tiruppattur to get some necessaries, having procured them about six o'clock in the evening I returned to Anandapatti. At that time in the way I saw the Mahratta woman returning from Anandapatti near the large tank at Tiruppattur.'

On hearing this evidence I recollected. I saw the Dair about 6 o'clock and Babu Rao a little after that time, the two evidences the Mahratta woman had said she did not return to Tiruppattur. I suspected what she said. Having again called the Mahratta woman and by gentle and haste method questioned her; in the enquiry she said 'I killed the child I will show you the corpse.' After she had said this, I called the people and went with her; she showed me the corpse and the place where she had put the child to death; the names of the persons with

me were:—Bellagunta Tummani Goud, Tammanachary, Venkatachaliah, Dasi Naick, Nallathambi, Bhagavant Rao, Annamalai. These people with many others saw everything. After this I took up the corpse and examined it. On examination it appeared the wounds causing the death were on the top of the head, on the mouth, on the ears, on both the eyes, on the teeth, on the cheeks, on the temples, on the neck, and on the breast and in the same manner the child was wounded in twenty-five or thirty places; having thus killed the child she dug a hole and put the corpse into it; on its head she placed one? and on its breast another large stone.

The whole of the people present saw this.

When enquired of the woman where she had put the child's jewels she said 'I have buried them at a little distance from this place. I will show you;' then calling the people, I went to the place, and she showed me the jewels in that place; the undermentioned people saw this:—Shaik Nather, Dasi Naick, Bellagunta Tummani Goud and Dhobi Anka.

I then said to Tummani Goud and Nallathambi 'Carry this woman to the presence.' These two men Tummani Goud and Nallathambi asked the Mahratta woman 'How did you carry the child away at that time, what said the child and what said you to her, tell us truly.' The Mahratta woman answered 'I intend [ed] to have killed three children, Srinivasamurti Achari's child, Gopala Rao's child and Babu Rao's child. She [I] then attempted to entice away. I have called, two would not come. Babu Rao's child came. I carried her out of the village; the child then said "It is night. I cannot come, my family will scold me." I answered "What signifies that, be quick, take your jewels, and return." Having thus said I carried the child with me. I went a short distance out of the village. I pricked the child's foot with a nail; when I pricked it, the child said, "I will not come." At the time of her saying; I seized her hand and drew her violently to me, and carried her away crying, the child crying said to me "Let me go, take all my jewels, don't take away my life." While saying this, I threw the child on the ground and sat on her, and killed her with a stone; in this manner she was put to death.'

Tummani Goud and Nallathambi being made acquainted with the above circumstances told the same to all the village people.

The Mahratta woman who committed this deed no one ever saw or heard of before. In every caste the custom is blood for blood.

The above circumstances I have written for the information of the presence.

#### Names of the spectators.

|                          |                             |
|--------------------------|-----------------------------|
| Chellamiah.              | Ramachandra Rao.            |
| Hamadriah.               | Syed Ahmed.                 |
| Raghupathiah.            | Nabi Bi.                    |
| Bhagavant Rao.           | Palnigakuppam Thriumbak     |
| Babu Rao, the witness.   | Panthulu.                   |
| Subbiah.                 | Mitaparri Narayana Josyulu. |
| Srinivasa Achari.        | Thenvas Govind.             |
| Tammanachari.            | Patel Meeta.                |
| Bellagunta Tummani Goud. | Thirukam Chetty.            |
| Kotwal Jaffer Baig.      | Shaik Farid.                |
| Chinniah Venkata Goud.   | Khassimbhai (Tiruppattur).  |
| Pattagurram Modowraidu.  | Kanni Muthiah.              |
| Krishna Rao.             | Mahatadi Annamalai.         |
| Dasi Naick.              | Tipparai Paidy.             |
| Venkatachallaiya.        | Nanja Chetty.               |
| Daroga Ismail Khan.      |                             |

EXAMINATION INTO THE CIRCUMSTANCES OF A ROBBERY, COMMITTED IN THE  
WORTAMPALLI PASS DURING THE MONTH OF MARCH 1796.

The complainant Venkatram says that he and his brother Narayana had been from Tiruppattur to the Mysore country and were returning with six maunds of betelnut and three maunds of black pepper; that as they were coming through the Wortampalli pass, seven armed peons, Beider caste, rushed out upon them from behind a thicket. One of the peons laid hold of one of the bullocks, whilst the rest surrounded their persons and attempted to snatch off their turbans, and other clothes, on which Venkataram expostulated with them thus 'I know you are the peons of the poligar of Kangundi, take care of what you are about.' At this one of the robbers was for putting them to death, but being overruled by the rest, they contented themselves with plundering them of ten silver rupees, ten Sultani fanams, two turbans, two sheets and two dhoties. After the pillage the robbers retired into the wood with the bullocks loaded with the betelnut and pepper and the other booty.

Khadri, an inhabitant of the village of Kotur in the Kangundi Zemindari, having been taken up by my orders, on suspicion of being one of the seven peons concerned in robbery, has the following questions put to him.

Q.—What is your name and cast?

A.—My name is Khadri of the Beider tribe.

Q.—Where was (*sic*) you born, and what profession are you (*sic*)?

A.—I was born in the Sulagiri country, and by profession I am a husbandman.

Q.—How do you at present earn a subsistence?

A.—I work as a day labourer for Viranna Goud.

Q.—Does Viranna Goud give you monthly wages, and are you constantly employed by him?

A.—No. He does not give me regular wages, and I sometimes go and work for other people.

Q.—How many servants has Viranna Goud like you, that serve him on the same terms?

A.—Three.

Q.—Where are these people at this time?

A.—They have coped and reside now in the Ankosgiri country.

Q.—Who is Viranna Goud?

A.—Viranna Goud is commonly called the Daleway of the expelled poligar of Sulagiri now resident in the Kangundi Zemindari.

*To the complainant Venkatram.*

Q.—Is the prisoner now before me one of the peons that robbed you?

A.—The prisoner is one of them and was the first person that made his appearance, and seized on the foremost bullock; besides he has now on his head one of our turbans.

Q.—How do you know that this is one of your turbans?

A.—It is torn at one end, and in the other has a particular mark.

The turban being examined, answers the description. Caution to Venkatram.

Q.—As the future credit and reputation of the prisoner depends on the truth of your allegation, look well at him and do not accuse him [at?] random.

A.—I perfectly recollect the prisoner and am very sure that he is one of the seven peons.

*To the prisoner.*

Q.—Where did you get this turban?

A.—Viranna Goud purchased it for three Sultani fanams, and gave it to me.

Q.—Who sold it to Viranna Goud?

A.—I do not know.

*Cross-question.*

Q.—Where are the six peons that accompanied you when you robbed the plaintiff?

A.—Three of them are at present in the Ankosgiri country and three of them are gone, I know not where.

This cross-question being put to the prisoner in an unguarded moment and having drawn from him this inadvertent answer, I pressed him to tell the truth, assuring him that whether he did or not, he would not escape the punishment due to his crimes. After a little hesitation he made the following confession:—

‘Myself and the six beforementioned peons consider ourselves the dependants of Viranna Goud and occasionally go abroad and rob and give him a share of the plunder. When we are not thus employed we serve him in the capacity of day labourers. We have been on several times on pillaging excursions. Once we went to Denkanikota and returned with a booty; ten pagodas and a sword we gave to Viranna Goud as his share of the spoil. Venkatram’s assertion is true; it was us seven that robbed him in the Wortampalli pass. Four seers of the betel-nut and two seers of the pepper fell to my lot, but I did not see any money.’

Q.—Can you get back any of the stolen things?

A.—No. My comrades took their shares with them.

(A true examination.)

(Signed) JOHN HILLY SYMONS,  
*Lieutenant.*

KANGUNDI,  
4th May 1796.

## 10.

*Letter—From Major ALEXANDER READ, Superintendent of the Ceded Districts.  
To—THOMAS COCKBURN, Esq., Member of the Revenue Board, Madras.  
Dated—the 1st May 1797.*

Sir,

I have received your letter concerning the demand of M. Chamier Mooruda on Gujjal Narayana Chetty, a merchant at Vaniyambadi, and have made enquiry about it of which the following is the result.

The said Gujjal Narayana Chetty sent a person named Periyathambi about three years ago with a letter to a friend of his, Papia Narayana Chetty, a merchant at Madras, requesting he would send him a *Cut* (12 strings) of coral of the second sort by the bearer. Papia Narayana Chetty having no corals himself sent Periyathambi to Masi Nella Chetty, a merchant at Conjeevaram, with a letter desiring he would let him have a *Cut* of the above description which he did at the price of 160 pagodas. On that Periyathambi intimated that a *Cut* of the second sort not being sufficient he wished to have half a *Cut* also of the first sort which was 220 pagodas per *Cut*. Masi Nella Chetty agreeing to this gave him the half *Cut* and took his bond for the amount pagodas 270 drawn up in favour of Papia Narayana Chetty, the merchant at Madras, and to bear an interest of 12 per cent per annum.

2. Periyathambi having procured the corals went with them to Gujjal Narayana Chetty, the merchant at Vaniyambadi, and delivered to him the *Cut* of the second sort. He showed him likewise the half *Cut* of the first sort and said he had bought it for his own purpose, also that he would pay for it himself but did not mention that the price of it was included in the bond beforementioned.

3. About six weeks after this Papia Narayana Chetty, the Madras merchant, wrote to Gujjal Narayana Chetty demanding the amount of the bond which he says was the first intimation he had that Periyathambi’s half *Cut* was included in it. Surprised at that he sent no answer, because he says Peryathambi was then gone to dispose of his half *Cut* in Balaghat; but meeting about three months after with Papia Narayana Chetty at Gudiyattam, he stated his objections to his having given more coral than he had commissioned, when he says

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Papia Narayana Chetty agreed to receive the price of the second sort in the meantime and the price of the half *Out* at some future periods, but he paid him nothing at that time.

4. Periyathambi having returned from Balaghat, Gujjal Narayana Chetty demanded the amount of his half *Out*, but he could pay only 25 or 30 pagodas of it which Gujjal Narayana Chetty received. Shortly after Veeraswamy Chetty the son of Papia Narayana Chetty came with the bond for the whole amount of pagodas 270 when Gujjal Narayan refusing to pay the whole, it was referred to a court of arbitration which determined that in consequence of his having received part of the money due by Periathambi he should pay the amount of this and his own, 140 pagodas of the principal in ready money, half of the remaining 130 in six months, and the other half of it in twelve months. The court did not take any cognizance of the interest then, intending to take it afterwards into consideration. Accordingly Gujjal Narayana Chetty paid 140 pagodas at that time and promised to pay the rest agreeable to the determination of the court of arbitration.

5. Masi Nella Chetty, the Madras merchant, dying after this, his brother Lakshmana Chetty sent a man belonging to an Armenian with the bond to Vaniyambadi demanding the amount of Gujjal Narayana Chetty who refused to pay him any part affirming that he would pay the remainder to Papia Narayana Chetty who had already received 140 pagodas of him on account.

6. It appears that Masi Nella Chetty, the Conjeevaram merchant, is either the friend or agent of Papia Narayana Chetty, the Madras merchant, and that finding difficulty in recovering the debt Papia Narayan has only employed the Armenian merchant to exert his influence in procuring payment.

7. Gujjal Narayan offers to pay up the whole of the principal, viz., 270 pagodas provided he get credit for the 140 that he has paid and be not required to pay all the interest due on the amount. The Armenian's man says he is not authorized to settle the business in that manner and it does not appear to be positively fair to demand the amount and all the interest, because the propriety of debiting him for the half *Out* that Periyathambi took for himself is very doubtful.

8. On the other hand Veeraswamy, the son of Papia Narayan, the Madras merchant, who received the 140 pagodas and is present, objects to the balance or any part of it being paid to the Armenian servant. He further says that he and Lakshmana Chetty having other concerns can settle the business between them without the intervention of any person else at Madras.

9. The bond being in his father's name, it may be supposed that this business is properly his and were he in possession of the bond it might be now settled to the satisfaction of both parties. Under present litigations, I can do nothing in it until they come to a proper understanding about it which Veeraswamy engages to effect by going to Madras. When that is done I shall cheerfully assist if necessary in getting justice done to the lawful claimant.

## 11.

*Letter—From Major ALEXANDER READ, Esq., Collector.*

*To—THOMAS COCKBURN, Esq., Member of the Revenue Board, Fort St. George.*

*Dated—the 14th June 1797.*

On receiving your letter of the 20th May covering one from M. Chamier Mooruda respecting the money due to him from Gujjal Narayana Chetty, I sent for the Chetty, and desired he would settle the business. He not only pleaded inability to pay up the amount of the bundle and half bundle of corals, but affirmed as before that having commissioned the one bundle only he had no right to for any more. Having doubts myself that the amount of the half bundle could be fairly demanded of him, I have only insisted on what he acknowledged



to be a fair and just debt, and recommended that he would pay off the account of the bundle. As he did not show great readiness to do that and desired that he might be allowed to do it by instalments, I confined him. At last he has done it, and the account of it is as follows:—

|   |                                    |
|---|------------------------------------|
| To one bundle of the 2nd sort of coral bought of Papia Narayana Chetty the 18th Kartikai of the year Pramadicha when a bond was given of the above date for the amount to run at the rate of interest of 12 per cent per annum or 1 per cent per month ... .. | Pags. Ans.                         |
| ...   | 159— $\frac{3}{4}$                 |
| To interest on the amount from the 18th Kartikai in Pramadicha to the 14th Masi in Nala which is 38 months and 27 days.   | 62                                 |
| To interest from the 15th Masi in Nala to the 26th Panguni in the same year which is 1 month and 11 days ... ..   | 1—10                               |
| To interest from the 27th Panguni to the 3rd Vayyasi in Nala which is 1 month and 7 days ... ..   | 8 $\frac{3}{4}$                    |
| To interest from the 4th Vayyasi to the 30th Vayyasi or 13th June, 1797 which is 24 days ... ..   | 1 $\frac{3}{4}$                    |
| Total demand ...  | 223—5 $\frac{1}{4}$                |
| By cash paid 14th Masi to Veeraswamy, son of Papia Narayana Chetty of whom he bought the corals ... ..  | 40                                 |
| By cash paid do. do. the 26th Panguni ...   | 75                                 |
| By cash paid do. do. the 3rd Vayyasi ...  | 25                                 |
| By cash paid to Lieut.-Colonel Read the 30th Vayyasi or 13th June 1797 ... ..   | 83—5 $\frac{1}{4}$                 |
| Balance due ...   | 223—5 $\frac{1}{4}$<br><i>Nil.</i> |

The receipts for the sums paid to Veeraswamy have been examined. I have given the Chetty one for the sum paid to me and enclose you an order upon Mr. Dring for the amount of the last mentioned, viz.; Pagodas 83—5 $\frac{1}{4}$  annas. The bond given by Gujjal Narayana Chetty's gumastah being for the bundle and half, I have taken it from Veeraswamy, and lodged it in my dufters, where I propose to keep it till I can get the affair of the half bundle properly settled, when I shall require a separate bond to run the 12 per cent and destroy the old bond. Gujjal Narayana Chetty promised to bring him here in the course of a month for that purpose. If he should not, I shall be at a loss what to do in it, because I am not confident that he ought to pay for what his gumastah took on his own account and I therefore want that he should go to Madras to get it settled by Mr. Kindersley. The price of the half bundle was ... .. Pagodas 110 0 0 and the interest on that from the 18th Kartikai to the 30th Vayyasi or 13th June 1797 is ... .. 46 10 0

Total ... 156 10 0

I hope it will appear that as matters stand I cannot with strict justice do more than I have done in this affair.

## 12.

*Letter—From Captain H. NASH, Commanding Krishnagiri.*

*To—Major ALEXANDER READ, Commanding the Ceded Districts.*

*Dated—Krishnagiri, the 27th June 1797.*

The frequency of thefts lately committed in this garrison and several men belonging to the European artillery becoming great sufferers thereby, indeed some among them having lost every little article they were possessed of, induced me to punish the first offender that could be laid hold of, which I soon had an opportunity

of doing by a native being detected in the act of robbing an artillery man's house in the fort and the things he had stolen discovered upon him. I therefore thought it necessary to make a public example in the present instance by tom-toming the fellow out of the place as a probable means of preventing his returning to attempt the like again as well as to give warning to others against similar practices in future. I accordingly applied to Captain Graham to furnish me with a tom-tom for the above purpose which was complied with ; at the same time it was alleged that I had assumed an authority I had no right to ; however as I consider it incumbent on me to do all in my power for the security of the property of every person belonging to this garrison without a wish on my part to infringe on the privileges of another, I trust I have not acted improperly on this occasion and beg leave to submit the propriety of the steps I have taken to you.

## 13.

*Letter—From—*Captain J. G. GRAHAM, Assistant Collector.

*To—*Lieut.-Col. ALEXANDER READ, Superintendent, Ceded Districts.

*Dated—*Daulatabad, the 6th May 1797.

I beg leave to call your attention to the necessity which now exists of drawing the line between the respective authority to be exercised by the Collector and Commanding Officer, so far as it regards the petta of Krishnagiri, in which the sepoys with their families as well as others who are not of the military description reside.

2. I am induced to make this request in consequence of some discussions which have lately taken place on that head, and as the means of putting a stop to them in future, I beg leave to suggest the propriety of devising such instructions for the guidance of both as will prevent the possibility of any misconception or disputes, which have always a tendency to interrupt the public business as well as that harmony which ought to make the conduct of leading men of every description.

## 14.

*Letter—From—*Lieut.-Col. ALEXANDER READ, Superintendent and Collector and Commanding Ceded Districts.

*To—*Captain JAMES GEORGE GRAHAM, Assistant Collector, Baramahal.

*Dated—*Tiruppattina, the 19th May 1797.

The unremitting demand upon my time has hitherto prevented my drawing any line between you and Commanding Officers in regard to the exercise of your respective jurisdictions where from the residence of troops doubts might be entertained by some as to the existence of civil authority, and it could not have been found practicable to conduct matters for so long a period without some regulations had you not been mutually disposed to avoid whatever could disturb the harmony that has happily subsisted among you. Conceiving however with you that a declaration of your respective functions is the surest means of preserving what is so very desirable, I shall take this opportunity of laying them down according to my notions of propriety and request, as I do not profess myself to be an adept in judicial matters, that you propose any addition or amendments of them that you may think will make them more acceptable to Commanding Officers and equally efficacious in regard to the common interests.

2. All native officers and sepoys likewise, their wives, children, monthly servants and all persons composing their families and thence the same as camp-followers being subject to military law, Commanding Officers of the garrisons or stations to which they belong will take cognizance of all such complaints as they may prefer against one another or any other inhabitants. If the complainant be

injured by an inhabitant he will state his case and send him to the Collector, with his representation requesting that the cause of it may be enquired into and that aggrieved may be redressed.

3. The Collector will either summon the defendant and enter into an enquiry immediately on receipt of such representation or advise the complainant when it will be convenient for him to do it, that he may attend with the evidences in support of his allegations. After full investigation he will satisfy the Commanding Officer as to the result and when reparation is to be made or that it may be done without delay.

4. All the natives of every description excepting the troops and persons composing their families whether related to native officers or sepoy or employed by them as overseers or day-labourers being subject to no other than civil jurisdiction it is the province of the Collector to take cognizance of all such complaints as they may prefer against any of the military or one another, to state their case if the complainant be injured by a military man to his Commanding Officer, and to send the complainant to him with his representation drawn up in English requesting that his grievances may be enquired into and, if real, redressed. -

5. On receiving such representation, that the Commanding Officer will order a court of enquiry or, if he see sufficient ground for it, a garrison court-martial, apprising the plaintiff of his intention and the necessity of his bringing witnesses in support of his charges for which sufficient time must be allowed. The proceedings being closed or the sentence of the court-martial passed, the Commanding Officer will satisfy the Collector as to the result and be careful to inform the complainant in respect to it that he may be convinced of justice being done him which is most effectually done, where the grievance is a loss of property, by restitution or indemnification.

6. The judicial authority of the Commanding Officer and the Collector being thus regulated, that of the former can only be exercised over military men and their adherents, and that of the latter over merchants, tradesmen, husbandmen and other classes of the inhabitants, and being thus attached to persons neither the one nor the other can be dependent on, or limited to, particular situations, but must obtain, in full force and effect, wherever the descriptions of people under them respectively may be, and no bargain or contract that may be entered into between a military man of any rank or description and an inhabitant must be considered as a reason for the Collector to withhold his protection from the inhabitant, or be admitted as a plea for the Commanding Officer to judge in any difference that may arise between him and the military man though it may appear that the latter is aggrieved but he must state his grievance to the Collector as aforesaid and rely on his impartiality and justice.

7. It is specially intended that none of the inhabitants, whether civil or military, shall be prevented from bringing into any fort or petta, wherever their habitation may be, any kind of live stock or provisions that they may require for their own consumption; that no customs whatever shall be levied on such articles, unless they be included in some farm held of the Collector and that any person or number of persons who may bring in horned cattle, sheep, goats or hogs for their own use shall be at full liberty to slay them. Any Collector who silently permits such infringements of individual right as are here-provided against must be sensible of remissness in performing the duties of his station.

8. The detriment of which the intemperate use of liquors is to the health and discipline of the troops is the strongest objection to the same freedom being allowed in respect to them to any description of people and justifies Commanding Officers in taking every means in their power not only to prevent the secretly bringing liquors into forts or pettas, where the troops may be, but their having guards at all arrack godowns, within a mile of their station as directed in the orders of Government on that subject, and any Commanding Officer who permits the sale or transit of liquor within that distance of it without proper restrictions is evidently to blame. These are the few points that occur to me at present as

those on which it is probable that Collectors and Commanding Officers could have any difference of opinion, and as I conceive these rules are so perfectly equal and reciprocal as cannot give umbrage to either.

## 15.

*Letter—From—*Lieut.-Col. ALEXANDER READ, Superintendent, Bāramahal.  
*To—*The Right Hon'ble the President in Council, Fort St. George.  
*Dated—*Baramahal, the 5th July 1797.

I have yielded to the solicitation of two injured men presuming that any intrusion of mine upon your lordship's time can never be more pardonable than when in behalf of the oppressed. They are two brothers, Gopal Rao and Rama Rao, sowcars who came a few years ago from Mysore and settled in the Nabob's country. I cannot pretend to say what concerns they have had with the Sarkar, but as money lenders there is no probability of their being in its debt. It is the more likely true that, as they affirm, His Highness has, without a shadow of right or demand upon them, sent people from Madras to seize them and plunder them of all their property, which I understand has been generally done to others of their description some of whom have come here with the same expectation to relate their misfortune. These people have escaped themselves, but their families are in confinement and all their effects have been seized. Supposing there may be objections to your lordship's taking any cognizance of what may be so intimately connected with his Highness' polity, I have felt great reluctance to the concerning myself or troubling you about their affair but that appearing an insufficient reason for omitting to take the chance of what may result with good to others, I have recommended their stating their case in a petition to the Nabob and taken upon me to transmit it to your lordship in order to be sent to His Highness if your lordship approve, as in that event it may produce the enlargement of their family and the restoration of their property and if not, some alleviation of their misfortune. For further information I enclose a translation of their petition; one of them is the bearer who will no doubt be very grateful for what your lordship may be pleased to do for him.

*Enclosure.*

THE PETITION OF GOPAL RAO AND RAMA RAO, SOWCARS, TO HIS HIGHNESS  
 THE NABOB OMDAT-UL-OMEA BAHADUR OF THE CARNATIC PAYENGHAT.

We humbly approach your Highness to lay our petition at your feet. We were inhabitants of Balaghat and came thence with the English army to settle under your Highness' protection, our families and all our effects along with us, and settled in the villages of Agaram and Gudiyattam where we have followed our occupation with irreproachable characters, and by favour of your Highness have enjoyed security and happiness until lately, when the servants of the Sarkar have, without any lawful claim upon us whatever, surrounded our houses, seized all our money and valuable effects and keep our wives and children in confinement. Being strangers and confiding in your Highness' justice and humanity we are hopeful that you will be pleased to order the enlargement of our families and the restoration of our property and we shall ever pray for the increase of your prosperity.

## 16.

Letter—From—Lieut.-Col. ALEXANDER READ, Superintendent and Collector, Baramahal and Salem districts.

To—Captain GRAHAM, Assistant Collector, Baramahal, etc.

Dated—Tiruppattur, the 25th October 1797.

Several charges being exhibited against the Tahsildar and Shroff of Vaniyambadi, I summoned them about three months ago to attend here that their conduct might be enquired into and justice done. As proper and necessary from your being [in] charge of the collections of that district to acquaint you with the business, I gave you at the time intimation of it and of the result in Hindowee and intended transmitting a copy of my proceedings to give you further information of their malpractices. That delayed, at first for the receipts of money he has been required to refund to the complainants and afterwards by the successive intervention of other business.

2. The charges of which they were arraigned were so intricate from public and private matters being blended together and the privacy of their transactions that they occupied a party of my people more than a fortnight and afterwards myself about a week to investigate them. What I send you as my proceedings is merely a few notes to keep the principal points in my mind, for a detailed account of all the litigations and falsehoods on the side of both the plaintiffs and defendants would take up a volume. There may however be enough to satisfy you as to their guilt, for most of the charges are supported by several evidences.

3. It appears that as in 1795 the Tahsildar was at no pains to make his collections agreeable to the kistbandi having a balance of no less than 1364 pagodas due of his second kist which should never be permitted without very good reasons, that he employed some of the public money in his own concerns, which probably all the Tahsildars do more or less, that he defrauded the Sarkar in the repairs of a tank, that he received bribes of the ryots for his influence in obtaining remissions of their rent and excusing them their quotas of grain when required for the store, that he collected aids to defray his marriage, an old custom we have often interdicted, that he has demanded the repayment of money which never was advanced as takkavi, and that he appropriated the produce of an inaum to his own use and defrauded a karnam of his wartana.

4. I intended at first that he should be sent round the districts to receive corporal punishment at three or four of the kasbas, as an example to other Tahsildars but in consideration all his private collections came to a small amount I thought it sufficient to confine him for a few months among the felons. The intended period of his confinement is not half expired yet but as the effect on others may be the same as if he were to be detained the whole of it I have released him to-day.

5. The Shroff has been concerned in most of his malpractices, and they are all to be attributed to the loose and private manner in which they have transacted all their public business to the exclusion of the Serishtadar who ought to be a check upon them. As equally gently I intended they should be punished alike, but the Shroff made his escape.

6. As he was indebted to the Tahsildar chackrams 28—9—12 and to Muttu Goud of Ammankoil star pagodas 22—22—40, his security was then apprehended and required to discharge those debts. He has accordingly paid 15 pagodas towards it which have been equally divided between his creditors; he promises to pay up the remainder till when he is to be kept in confinement.

7. The Tahsildar having been obliged to refund all the money he extorted from the ryots and received from them as bribes, it has been paid back to them; one set of receipts have been given to him and one set ten in all are enclosed in case of future demands or discoveries.

8. Some of my mutasaddis having been sent to fill *pro tempore* places of the Tahsildar, the Shroff and the Serishtadar who is not fit to hold his situation, I wish you to send others in their room and desire that the persons dismissed may be considered as disqualified for ever holding any trust under the Company.

Enclosure.

ENQUIRY INTO THE CONDUCT OF SESHAGIRI RAO, TAHSILDAR OF VANITYAMBADI.

*Charge 1.*—Negligent of duty in not collecting the village rents agreeably to the kistbandi and leaving a balance outstanding unnecessarily.

*Enquiry.*—Complaints being preferred against him, he was summoned to appear at Tiruppattur to answer the charges against him. That was the 7th March, a week after his second kist was due and ought to have been remitted.

|                                  |     |     |     |     |        |   |    |
|----------------------------------|-----|-----|-----|-----|--------|---|----|
| His two first kists amount to    | ... | ... | ... | ... | 11,517 | 5 | 6  |
| His collections to the 7th March | ... | ... | ... | ... | 10,252 | 8 | 11 |

|   |     |     |     |     |       |   |    |
|---|-----|-----|-----|-----|-------|---|----|
| Balance against the district which has all been collected since his removal | ... | ... | ... | ... | 1,364 | 9 | 11 |
|---|-----|-----|-----|-----|-------|---|----|

*Remark.*—So considerable a balance outstanding of the second kist only is inexcusable and correspondent with his conduct in 1795 when 1600 was outstanding in August and it appeared that he had given himself no trouble to ascertain the causes of defalcation. Nor does it appear that he was required to state them to the Collector.

*Charge 2.*—His employing the public money in his own affairs.

*Enquiry.*—He remitted the collections of his 2nd kist on the 6th March of which there proved to be a

|  |     |     |     |     |    |   |    |
|--|-----|-----|-----|-----|----|---|----|
| deficiency of                          | ... | ... | ... | ... | 59 | 0 | 10 |
| And there were returned as light money | ... | ... | ... | ... | 43 | 5 | 8  |
| Collected after his remittance...      | ... | ... | ... | ... | 80 | 0 | 7  |

|             |     |     |     |     |     |   |    |
|-------------|-----|-----|-----|-----|-----|---|----|
| Land rent   | ... | ... | ... | ... | 182 | 6 | 15 |
| Licenses... | ... | ... | ... | ... | 3   | 5 | 0  |

|                           |     |     |     |     |     |   |    |
|---------------------------|-----|-----|-----|-----|-----|---|----|
| Total to be accounted for | ... | ... | ... | ... | 186 | 1 | 15 |
|---------------------------|-----|-----|-----|-----|-----|---|----|

|   |     |     |     |     |    |   |    |
|---|-----|-----|-----|-----|----|---|----|
| On being relieved he paid to Shiva Rao who superseded him | ... | ... | ... | ... | 43 | 5 | 14 |
|---|-----|-----|-----|-----|----|---|----|

|             |     |     |     |     |     |   |   |
|-------------|-----|-----|-----|-----|-----|---|---|
| Balance due | ... | ... | ... | ... | 142 | 6 | 1 |
|-------------|-----|-----|-----|-----|-----|---|---|

The Tahsildar affirms that the Shroff must have purloined the 59-0-10 but that is inadmissible, being unsupported by evidence, and it being his and the Serishtadar's business to see the money counted and sealed. It further appears against his allegation that the money was put into the bags and sealed up before him, also that they were immediately deposited in his house and thence despatched to Krishnagiri. It was therefore in his power to take the money without the Shroff's knowledge but it was not in the Shroff's power to take it out without his knowledge. It is therefore probable that he did it, and whether or not, he alone is responsible. The light money 43-5-14 he delivered to Shiva Rao at being relieved. He pleads that the Shroff withholds the 80-0-7 and on enquiry it appears that he has done so, but in consequence of his owing him 55 chackrams and his not having the 25 at command. In respect to the 55 the Shroff only keeps his due and the Tahsildar ought without that to be able to pay the amount into the treasury but he has spent or laid out the money. The Shroff has likewise withheld the 3-5-0 amount licenses but it being the fault of the Tahsildar that he has the money, because he ought to keep all that may be collected from the country in his own charge, he alone is answerable.

*Remark.*—It appearing from this enquiry that the Tahsildar's having run into debt, his depending too much upon the Shroff, and his being answerable for what is properly his charge, it is clear that he must be considered as indebted to the Sarkar the following sums:—

|                                 |     |     |     |     |    |   |    |
|---------------------------------|-----|-----|-----|-----|----|---|----|
| The deficiency                  | ... | ... | ... | ... | 59 | 0 | 10 |
| His last collection (land rent) | ... | ... | ... | ... | 80 | 0 | 7  |
| His do. (licenses)              | ... | ... | ... | ... | 3  | 5 | 0  |

|       |     |     |     |     |     |   |       |
|-------|-----|-----|-----|-----|-----|---|-------|
| Total | ... | ... | ... | ... | 186 | 1 | 7 [P] |
|-------|-----|-----|-----|-----|-----|---|-------|

But his demand upon the Shroff for 3-5-0 will continue good till the amount be paid him.

*Charge 3.*—Defrauding the Sarkār by overcharging for tank repairs.

*Enquiry.*—He received about one year and ten months ago for the purpose of repairing the tank of Nekkondi 84-2-4 and gave in a false account as appears by comparing it with the account given by the karnam of the village.

The Karnam's account.

|                                 |           |          |          |
|---------------------------------|-----------|----------|----------|
| Cash to the Oddars ... ..       | 5         | 6        | 0        |
| Grain to the Oddars ... ..      | 32        | 5        | 8        |
| Three buffaloes for them ... .. | 5         | 8        | 0        |
|                                 | <u>43</u> | <u>9</u> | <u>8</u> |

The Tahsildar's account.

|                            |           |          |           |
|----------------------------|-----------|----------|-----------|
| Cash ... ..                | 5         | 6        | 0         |
| Grain to the Oddars ... .. | 57        | 1        | 14        |
| Three buffaloes ... ..     | 5         | 8        | 0         |
|                            | <u>68</u> | <u>5</u> | <u>14</u> |
| Difference ... ..          | <u>24</u> | <u>6</u> | <u>6</u>  |

It appears the difference is owing to the Tahsildar's having bought the grain of his father at 2-6-0 per khandi in place of nearly 1-2-0 the bazaar price. They urge that the grain was of warpat lands on which the father had sustained some loss which transaction was intended to indemnify him but his loss had been considered and a remittance made of consequence besides a tirvai was demanded as rent and that had no connection with the sale of the produce nor was the purchase of the grain at that price sanctioned by any authority.

*Remark.*—It appears from the above fair to demand the difference 24-6-6 and that the Tahsildar has been guilty of a breach of trust in allowing of such an overcharge.

*Charge 4.*—His receiving a bribe of Shamudy Goud of Agraharam to obtain remission of rent.

*Enquiry.*—The Goud affirms that he paid 6 pagodas to him by the hands of Venkatramiah for the said purpose and on being required to take his oath of it he is sworn accordingly. Venkatramiah also appears, affirms that he paid him the money and offers to take his oath to it if required. The Tahsildar on being interrogated on this head agreed to admit the charge and pay the money if the Goud would swear to it.

*Remark.*—Further evidence could not be expected in a transaction of this kind, and though not satisfactory, it leaves little doubt of the Tahsildar having been bribed.

*Charge 5.*—His receiving bribes of four Gouds to defray the expense of his marriage as follows.

|                                   |           |          |          |
|-----------------------------------|-----------|----------|----------|
| Ōbi Nair of Neckanairpatti ... .. | 16        | 0        | 0        |
| Conati Goud of Buddiwari ... ..   | 12        | 0        | 0        |
| Papi Nair of Manvitti ... ..      | 7         | 0        | 0        |
| Vasat Nair of Palilputty ... ..   | 5         | 0        | 0        |
|                                   | <u>40</u> | <u>0</u> | <u>0</u> |

*Enquiry.*—He demanded 50 but they agreed to give only 40 and they have taken oath that they contributed in the above proportions. The money was paid by Conati Goud twice, 20 pagodas before his marriage and 20 during the performance of it. Venkatramiah being called upon as a witness says he was present when the Tahsildar demanded an aid of them for the purpose of his marriage without specifying the amount and they agreed to give 40 pagodas, but

he was not present when the money was paid. The Tahsildar says that he had given to Ōbi Nair and Conati Goud 33 pagodas to buy certain articles for him, that they bought them, but did not deliver them, and that their price rising in the meantime they paid him 40 in lieu of the 33. Subbaraya Pillai being called in says he knew of that transaction and that those two Gouds paid 39 pagodas in place of the 33 on account of the rise in the price. The Gouds allege that the grain business happened 8 or 10 months after the marriage, and that the one transaction has no connection with the other. The Tahsildar urges that he could have no occasion for so many articles as appears in the account or for so many of them for his marriage and that consequently the grain business must have been prior to his marriage which would make it probable that the money paid him at that time was the advance for the grain. But he acknowledges himself that his marriage was two years ago, and the Karnam of Buddiwarī's account proves that the grain affair was 16 months ago. As to the quantity it was not more than he might expend in his house in a twelve month.

*Remarks.*—All these circumstances appear to be sufficient proof of his guilt, and justify the requiring a refund.

*Charge 6.*—His taking up 50 pagodas of Somappa, a sowcar, and afterwards refusing to give a bond for the amount and delaying payment.

*Enquiry.*—It appears that last August when Captain Graham went to Vaniyambadi there was a balance of 58 pagodas takkavi due from the Tahsildar and that apprehending Captain Graham would desire to settle that account with him he wished to borrow 50 because he had lent that amount of the Sarkar money and could not replace it. He first endeavoured himself to get it from Somappa and then employed Lachiram to use his interest with him mentioning why he wanted it. Somappa being prevailed on very late at night gave the 50 pagodas expecting a bond for it next day. The Tahsildar delayed from time to time, and at last refused to give the bond, pretending the money was for the Shroff and not for him. Upon investigation Lachiram was summoned who related all that had passed when the Tahsildar was at length prevailed upon to give the bond.

*Remark.*—This goes greatly to prove the Tahsildar's practice of employing the public money on his own account, his dispensity [?] in wishing to avoid paying his debts, his effrontery in denying everything with which he is charged however he may be confronted and his constantly employing the Shroff as the between in all his private and public transactions.

*Charge 7.*—His receiving a bribe from the ryots for excusing them the supply of grain for which they had been assessed for the stores.

*Enquiry.*—The Tahsildar having received orders to secure grain for the stores prohibited the ryots selling their paddy until they agreed to pay him a doucier which they contributed as follows:—

|                           |     |     |     |              |    |
|---------------------------|-----|-----|-----|--------------|----|
| Ramagoud of Samand-Kuppam | ... | ... | ... | ...          | 5  |
| Nallanna do.              | ... | ... | ... | ...          | 5  |
| Mortappa do.              | ... | ... | ... | ...          | 4  |
| Venkatappa do.            | ... | ... | ... | ...          | 2  |
| Mavan murti do.           | ... | ... | ... | ...          | 5  |
| Ramadu do.                | ... | ... | ... | ...          | 2  |
| Perma Goud do.            | ... | ... | ... | ...          | 6  |
| Chellappa do.             | ... | ... | ... | ...          | 6  |
| Cundappa do.              | ... | ... | ... | ...          | 5  |
| Chinnappa muthu do.       | ... | ... | ... | ...          | 2  |
| Perma Goud do.            | ... | ... | ... | ...          | 2  |
| Pansa Oddan do.           | ... | ... | ... | ...          | 2  |
| Chinnarama Goud do.       | ... | ... | ... | ...          | 2  |
|                           |     |     |     | Total Rupees | 48 |

All this people are present and vouch to their having contributed as above but it was Perma Goud who received it of them. He has sworn that he gave the



whole to the Tahsildar, but he swore in 1795 when this matter was first enquired into that he had paid only 20 and the Tahsildar then swore that he never received any part of the money.

*Remark.*—Though very probable the money was collected and either all or a part paid to the Tahsildar, entire dependence cannot be placed on the assertions of such liars. In this un-certainty it appears only possible to do justice to the ryots by requiring the Tahsildar and the patel to refund half the amount.

*Charge 8.*—Receiving counterfeit bonds for takkavi and part of advances as a bribe.

*Enquiry.*—Varadachari and Tolli Goud state that they were two of five ryots who were called into the kachheri and told that advances were to be made to them, that afterwards they went away without receiving any and without seeing any bonds, after which demands were made of them, and upon examining the dofters it appears that bonds were made out in their names which were sent to Captain Graham.

|             |     |     |     |     |     |         |           |
|-------------|-----|-----|-----|-----|-----|---------|-----------|
| Somachari   | ... | ... | ... | ... | ... | Pagodas | 3         |
| Tolli Goud  | ... | ... | ... | ... | ... |         | 1         |
| Varadachari | ... | ... | ... | ... | ... |         | 2         |
| Venkatadu   | ... | ... | ... | ... | ... |         | 2         |
| Gosna Goud  | ... | ... | ... | ... | ... |         | 2         |
| Total       |     |     |     |     |     |         | <u>10</u> |

which was paid into the hands of Somachari who never distributed it as above but gave the Tahsildar 7 pagodas of it as a bribe. Since that time (in August last) he and the two last mentioned have run off to Balaghat and the Tahsildar now demands of Tolli Goud 1 pagoda and of Varadachari 2 according to the bonds in their names which are said to be counterfeit. The Serishtadar says it is true that the money was all paid to Somachari when the other ryots were absent. Varadachari alleges that the Tahsildar received at different times 11 pagodas 17 rupees and 6 cantary fanams as bribes and loans and this is in part corroborated by a memorandum of Somachari left among his papers when he went to Balaghat.

*Remarks.*—It appears more probable that the two ryots above mentioned received no takkavi than that they did; consequently, that they ought not to pay it. It is likewise probable the Tahsildar received the other bribes, though there is no proof of it and the party concerned is absent.

*Charge 9.*—Appropriating the produce of an inaum to his own use.

*Enquiry.*—The inaum belonged to Mirza in the Samand Kuppam. It was subted in Pramadicha. Before that the Tahsildar divided the gutta which was 6 khandis with the ryots taking 2 khandis for himself and half a khandi to a peon of his, Budda Rao, since dead. The ryots who are present (13 in all) affirm that so was the case and that they divided the remainder  $3\frac{1}{2}$  khandis among themselves which has been collected by the temporary Tahsildar and brought to account in May. On questioning Perma Goud, he says that the Tahsildar had sent Budda to receive the inaum, and that on his promising the 2 khandis he desisted.

*Remark.*—Notwithstanding this is clearly proved against the Tahsildar, he attempts to excuse himself upon arguments not in the least connected with the fact.

*Charge 10.*—His withholding the payment of karnam's wartana.

*Enquiry.*—Anni Pillai, karnam of Ammankoil, represents that his wartana or annual allowance of 16 cantary fanams for Rakhasa or fasli 1205 being sent from the division kachheri he demanded it of the Tahsildar who desired Muttu Goud, the patel of his village, to pay it promising that he should receive credit for the amount in dischrge of rent, that sometime having [passed?] without his receiving it, he repeated his demand of the Tahsildar, who again said he would order the patel to pay him, but that though he has put him often in mind of it since and the money has now been due a year and a half, he has not yet received any part of it. On being asked, the Tahsildar affirms it has been paid and that the karnam's receipt

is in the dufters. On enquiry two receipts are found in the dufters together for chackrams 14-2-0, the amount of the karnam's wartana for 12 villages, the number for which he is accountant. These receipts were given by the karnam at the time that Mutta Goud agreed to pay him the wartana of his villages as he had no doubt of his doing it; therefore they cannot be adduced as proof of his having done it, as in case he had done it, it would appear by his receiving credit for the amount in one or other of his payments in the course of the year. The Tahsildar's receipts for the sums he paid (which specify the coins in which they were paid) are all examined but his having received credit for such sum nowhere appears, and the patel offers to swear that he never paid the money and of course never required credit for the amount. The Serishtadar also says that the karnam complained to him of this two or three times and that no such transaction is to be found in his accounts.

*Remark.*—No further proof can be had and what is adduced is sufficient. The Tahsildar's denying the fact is only consistent with the maxim he seems to have adhered to in the course of this enquiry of denying everything, whatever evidence might appear against him. Certain it is that had the patel paid the karnam and had he given the patel credit for the amount, it would be easy for him to show in his accounts and in his receipts where he had done so, and that could not be done without the knowledge of his accountant the Serishtadar.

*Charge 11.*—Fraudulent practices with Mutta Goud, patel of Ammankoil.

*Enquiry.*—In the year Ananda, Mutta Goud being sick, the Shroff went to his house and demanded his rent which he paid, viz. ... 10 0 0  
 On his recovery, he took and showed money he had brought to the Tahsildar who desired him to go to the Shroff and deliver it ... 15 0 0  
 After that he delivered into the Tahsildar's own hands as bribe to procure him a remission of rent ... 10 0 0  
 Total ... 35 0 0

Mutta Goud being in arrears at the end of Ananda and the Collector (A. R.) on his circuit to investigate balances outstanding found that a balance of 40 pagodas was against him. He was confined on that account but did not make known that if he were credited for the above, there would be only a balance of 5 pagodas against him. As it was the business of the Tahsildar to conceal that he had previously collected 35 of the amount, he prevailed on the Shroff and this Shroff's brother Krishna to come forward and agree to be answerable for the amount 40 pagodas and to give a promissary note to that for which he made the Goud give a bond. In 15 days after the Shroff informed the Serishtadar that 40 pagodas had been received from his brother on account of Mutta Goud and the Serishtadar accordingly gave him credit for the amount in the dufters. No money was received either from the Goud or Krishna, but by this means the demand upon the Goud was established and the Tahsildar secured in keeping the 30 pagodas he had previously defrauded him of exclusive of 5 pagodas being secured to the Shroff as loss by the exchange, making in all the amount of the bond ... 40 0 0  
 To this add cash afterwards borrowed of the Shroff 10 at one time and 2 a second time ... 12 0 0  
 Total ... 52 0 0

Paid in discharge of—at three different times ... 18 0 0  
 Estimated value of two ear-rings ... 10 0 0  
 Cash part of the Goud's collections in the current year ... 24 0 0

Total ... 52 0 0

On the Goud's paying the last sum, the bond for the 40 pagodas was torn before his face when he was told that interest on the amount was still due but though a

bond is produced by the Shroff for it making it 22 pagodas, which he says was made out by the Tahsildar's order in another man's name it does not appear certain that it was intended to demand that sum of Mutta Goud.

*Remark.*—From the above it appears that the Goud has been plundered of 40 pagodas by the Tahsildar and Shroff together, but it seems impossible to determine which of them is the principal, for the Shroff acknowledges all and affirms that he only acted as agent for the Tahsildar while the latter obstinately denies everything. This is the consequence of the collections being made privately and not received publicly in the kachheri before the Tahsildar, the Serishtadar and Shroff when assembled there. It seems more than probable that the Shroff reported the receipt of every sum he received and every sum was paid to the Tahsildar. Whether or not as a principal, he is responsible for all collections as it must be supposed that none can be made without his knowledge. That however being more a maxim in policy than an equitable decision, it appears fairer to make them jointly refund the amount.

|   | Pagodas |         |          |
|---|---------|---------|----------|
| The whole sum is  | ...     | ...     | 40 0 0   |
| Let credit be given for the supposed loss by exchange and the ear-rings be restored | ...     | ...     | 5 0 0    |
|   | ...     | ...     | 10 0 0   |
|   |         |         | 15 0 0   |
|   |         | Remains | 25 0 0   |
| To be demanded of the Tahsildar   | ...     | ...     | 12 22 40 |
| do. of the Shroff   | ...     | ...     | 12 33 40 |

## RESOLVED.

*Charge 1.*—That the Tahsildar merits removal for not collecting his kist as they fell due.

*Charge 2.*—That in having employed the public money on his own account he has committed a breach of trust which alone disqualifies him for his situation and shall be held responsible for the deficiency, viz.

|                                 |     |     |       |     |         |
|---------------------------------|-----|-----|-------|-----|---------|
| Chackrams                       | ... | ... | ...   | ... | 59 5 10 |
| His balance in hand (land rent) | ... | ... | ...   | ... | 80 0 7  |
| His balance in hand (license)   | ... | ... | ...   | ... | 3 5 0   |
|                                 |     |     | Total | ... | 143 1 7 |

In star pagodas ... 120 26 43

*Charge 3.*—That he has been guilty of peculation in overcharging for tank repairs, that he pay the amount. Pagodas ... 20 43 0

And the balance of advances for tank repairs—

|                        |     |     |     |     |         |
|------------------------|-----|-----|-----|-----|---------|
| The amount was         | ... | ... | ... | ... | 84 2 4  |
| His disbursements were | ... | ... | ... | ... | 68 5 14 |

Balance due Chs. ... 15 6 6. Ps. 13 9 70

*Charges 4 and 5.*—That he be required to refund the amount of his bribes and that they be restored to the Goud ... 46 0 0

*Charge 6.*—That he pay up the amount of his bond to Somappa ... 50 0 0

*Charge 7.*—That he refund half the amount extorted on the grain account, Perma Goud the other half and the amount restored to the ryots ... 7 5 0

*Charge 8.*—That he has been guilty of neglect of duty in not seeing takkavi distributed to the inferior ryots and that Captain Graham be desired not to continue the demands upon Tolli Goud and Varadachari.

*Charge 9.*—That he merits removal for embezzlement and be ordered to refund the amount of the two khandis ... 4 0 0

*Charge 10.*—That he pay Anni Pillai his wartana cantary Fs. 16, St. Pags. ... 1 15 60

|   |           |
|---|-----------|
| <i>Charge 11.</i> —That he restore half the sum of which Mutta Goud was defrauded | 12 22 40  |
| That the Shroff restore the other half and the amount paid back to the Goud       | 12 22 40  |
| Total   | 318 10 16 |

*Finally* :—

That the Tahsildār and Shroff be removed from their situations and confined among the felons for six months as unfit to serve the Company again ; also that the Serishtadar be dismissed as unfit for his station.

17.

*Letter*—From Major A. CUPPAGE, Commanding, Sankaridrug.

*To*—Lieutenant-Colonel READ, Superintendent and Collector, Baramahal and Salem districts.

*Dated*—Sankaridrug, the 8th December 1797.

I have the honour to send you the enclosed reference at the particular instance of Mr. Peyton, Assistant Surgeon, and am only sorry this gentleman should have occasioned your being troubled on so trivial a subject. He has suppressed the first part of the business and having done so I shall beg to make it known to you. The Kotwal came to me and reported that people were at work in pulling down the old cow-house of the Sarkar ; this I thought extraordinary and desired him to put a stop to it, upon which I had a note from Mr. Peyton in a style so exceptionable that I beg to enclose you a copy of it. Notwithstanding, from a desire to accommodate I sent him a conciliatory reply which seemed to have but little weight, as you will perceive by his following note and I annex my remarks with my answer to further elucidate. Having enquired personally into the business next morning I found the Kotwal's report to be correct and still wishing to accommodate, I sent him a reasonable proposition, as you will, I flatter myself, allow, of which I must also entreat your perusal and his answer. This induced me to write to Major Oram and that I might be as well informed as possible, I troubled Captain Munro on the subject whose reply I submit to you and Major Oram's also. By all which, it is evident Mr. Peyton is more actuated to carry a point in opposition to the Commanding Officer than from any other motive and resting upon these grounds I must particularly draw your attention to Captain Munro's letter by which it does not actually appear that Major Oram ever got the house by authority and although Major Oram's letter says that he might have repaired it more than once, the only claim he can possibly have upon it is the expense he may have been at in this more than one repair. But if we could carry our right to all public buildings repaired and occupied by us, I fancy there would be few, if any, remaining the property of the Company and from all that has come to my knowledge in this transaction, I conceive that Major Oram has no more just pretensions to the disposal of this house than any other officer who repairs a public building to suit his own convenience for time being. The house has been to accommodate the Sarkar cows from first to last and for which purpose I still wish it to be preserved. I cannot avoid adding that in a conference on the above with Mr. Peyton after the two first chits I enclose you had passed, this gentleman had the deference to say, that the Sarkar cows should not be kept there.

*Enclosure* (1).

DEAR SIR,—I will thank you to inform me upon what account you have stopped my coolies from taking away an old house, the property of Major Oram.

I am, Sir, Your very obediently,  
W. PEYTON.

November 22nd.

*Enclosure (2).*

DEAR DOCTOR,—They reported to me to-day that some people were pulling down the shed which had always been appropriated for the use of the Sarkar cows. If this is the house in question it would be a pity to pull it to pieces; and if it is not, I have been misinformed.

November 22nd.

Yours, &c.,  
A. CUPPAGE.

*Enclosure (3).*

DEAR-SIR,—There has not been a beast of any kind in the house since Major Oram left this. During his time his bullocks were kept in it, and was now falling down, which was my reason for taking away the materials, as I wrote to Major Oram about it sometime ago, but have not received his answer. I send the kanakapillai with this who will prove what [...] Please to countermand the order as the men have been idle all this afternoon.

November 22nd.

I am, Sir, Your very obediently,  
W. PEYTON.

Major Cuppage here begs leave to remark in opposition to the first portion of this note that the Sarkar cows were constantly lodged in this house in bad weather; Colonel Read will also observe that Mr. Peyton proceeded on the demolition of it, even without the sanction of Major Oram.

*Enclosure (4).*

DEAR DOCTOR,—I wish you had mentioned to me before you began to pull down at all; your coolies will certainly be deprived of half a day's work but all that [I] can say is, if it appears that the cows have never been by the house in question, the Kotwal shall pay the loss of hire for making a false report which I find too late to investigate to-night, but shall to-morrow morning.

November 22nd.

Yours, &c.,  
A. CUPPAGE.

Major Cuppage's compliments to Mr. Peyton; informs him that the house he wished to pull down was formerly the sher-khana, a public building in Tipu's time; he has no doubt but that it was given to Major Oram by Captain Munro; however as the object is nothing more than the old materials, Major Cuppage is ready to pay Mr. Peyton whatever may be the value of them, which will be equally beneficial and by which the cows of the Sarkar will be accommodated as heretofore.

November 23rd.

Mr. Peyton's compliments to Major Cuppage; begs leave to inform him that as the house is not his property, he cannot accept of any pecuniary recompense for it; therefore Major Cuppage may make whatever he pleases of it until Major Oram's answer arrives.

Wednesday, 23rd November.

*Enclosure (5).*

MY DEAR CUPPAGE,—A thousand things prevented my replying to your letter about the cow-house till this instant; it is true I gave to Peyton the materials and if the gift of these kinds of things by the constituted authorities gives a right to them, I had a right so to do; besides in the five years I was at the Drug it was repaired by me more than once, but after all this I could have wished that Peyton had given you the materials, and that you in lieu of them had procured for the Doctor others; do you not think Mon<sup>r</sup>. de Major that would have been the proper adjustment? the double (dami your single) accommodation!!! I shall say as much to my friend Mon<sup>r</sup>. de medicine. This is a charming place and if the

rain holds off we shall do tolerably well. The sons of the Church are still intolerant here; I wish they were all in Hell and I had the key of the furnace. My best respects to Mrs. Cuppage. Adieu.

Your sincerely,  
J. ORAM.

*Enclosure (6).*

DEAR CUPPAGE—The cow-house you mention belonged to Sher-khān, Tipu's head-man, and was a public building of which [he] took possession on his first entrance when Macleod was there before my arrival. As he was first in possession and accommodation of all kinds was then scarce than now, I took no notice of it, but I considered it as a public building again whenever he should evacuate it; had the old building been considerably repaired by him, I should have looked on it as private property, but if nothing has been done, it is certainly public; so you may do as you please. What a rage the Doctor has got for pulling down houses! He has already knocked down the range of buildings opposite to Fatters which were public, unless beating out holes for windows makes a kachheri a private house. Salams to Mrs. C. I am glad you have heard of the old Col. and his Indian investment.

DHARMAPURI,  
30th November.

Yours truly,  
THOMAS MUNRO.

18

*Letter—From Mr. W. PEYTON, Assistant Surgeon.*

*To—Lieutenant Colonel READ, Commanding the Ceded districts.*

*Dated—Sankaridrug, the 7th December 1797.*

I beg leave to lay before you copies of a correspondence between Major Cuppage and me relating to a house in this Petta which was Major Oram's property and given to me by him as an extract of his letter to me will show.

2. Having occasion sometime ago for the materials, I employed coolies to take them away and after they were some days working, Major Cuppage sent an order to stop them, and took possession of it for his own use, and at which he has now people employed in making repairs, although he refuses my terms of accommodation, but insists on my parting with it on such conditions as he is pleased to dictate, which I beg leave to remark are not agreeable to me, and also that his want of the materials put me to great inconvenience. I therefore submit the matter, sir, to your impartial decision.

*Enclosure.*

MY DEAR PEYTON.

Your letter with its enclosures and one from Major Cuppage all came in slap dash upon me three days ago: had not time prior to this to reply to them. I have said to Cuppage that I had a right to the house I gave it to you, that it was yours as much as ever mine, and that the tiles and bamboos thereon never did belong to the Sarkar. That the best way to manage the matter so as to accommodate both will be, value the materials, Cuppage give to you an equal quantity, and let the building stand. Is not that the best way? My friend Peyton, I will write you a long letter to-morrow. God bless you.

Yours sincerely,  
J. ORAM.

*Sub-Enclosures*

(1)

*Letter—From Mr. W. PEYTON, Assistant Surgeon, Commanding, Sankaridrug.*

*To—Major CUPPAGE, Commanding, Sankaridrug.*

*Dated—7th December 1797.*

I have the honor to send you Major Oram's letter respecting the house by which you will find that the property is indisputably mine, and beg leave to inform

you that in order to accommodate you I will agree to his proposals, that is, to receive an equal quantity of materials of every denomination as I want to build a set of stables with other houses.

(2)

Mr. Peyton will be good enough to excuse Major Cuppage thus replying to his note of this morning to save time.

As things stand Major Cuppage is no way obliged to Mr. Peyton for the accommodation; he had the house valued this morning by people well calculated to determine who make the amount twenty-seven rupees; that Major Cuppage will send to Mr. Peyton—as he told him before he would readily pay for it—without Mr. Peyton wishes to have it valued over again in presence of any of his people.

(3)

As Major Cuppage does not think proper to accept of Mr. Peyton's offer, Mr. Peyton begs leave to inform the Major that he will part with the house on no other terms; so requests he may be allowed to take away the materials, as they and not money are Mr. Peyton's objects.

(4)

Major Cuppage begs to inform Mr. Peyton that as matters stand, he will not allow the materials of the house to be moved—Mr. Peyton may accept of Major Cuppage's offer or not as he thinks proper.

19

*Letter—From* Lieut.-Col. ALEXANDER READ, Superintendent and Collector, Bāramahal.

*To—Major A. CUPPAGE, Commanding, Sankaridrug.*

*Dated—Tiruppattūr, the 14th December 1797.*

I have perused your letter of the 8th instant and your correspondence with Mr. Peyton and am sorry any difference should have arisen between you on account of so trifling a matter as the roof of an old house.

2. I believe that if a person repair or build a house in Europe on ground to which he does not derive any right from donation or chase [lease?] of the proprietor he cannot afterwards pull it down or even carry away the materials. I have heard too that an action can be taken out against a proprietary builder for even letting any part of his house just over any part of another's ground.

3. According to that rule of right the Company is the sole proprietor of the old house in question and neither Major Oram nor Mr. Peyton have any legal claim to the materials.

4. But in this country where there is so much spare ground, occupancy alone is supposed to constitute a right to any spot on which a man may build when there is no other claim preferred to it. He is likewise conceived to have the same kind of right to any house that he may occupy in the absence of the former proprietor and as right is acquired by occupancy, so a present occupant may establish as good a claim to a house or ground as the original proprietor. People remove so frequently in this country that if this kind of right were not admitted it would be attended with great inconvenience, especially when a person necessarily takes possession of an old house and [lays] out upon it an hundred times more than the original building cost. That happened in almost every garrison the first few years after these districts were ceded to the Company when admitting the claims of both the old and the present occupant they were settled, and I think very fairly, by the latter paying the former the estimated value of the old building or the ground it stood upon. This would not however have been admitted as justice in England nor perhaps at Madras, but I think it would be admitted as equity and that I think is a better rule to go by here than laws formed for countries under circumstances entirely different from these districts.

5. This long disquisition will appear to you rather foreign to the present purpose, but I feel it necessary to give you my ideas of law and equity, for courts of these description would decide very differently on the matter before us.

6. It appears by Captain Munro's letter that Major Oram finding the cow-house without a proprietor, he took possession of it, that he was allowed to keep

possession, and Captain Munro's opinion is that 'if the old building has received considerable repairs it is private property.'

7. By Major Oram's letter to you it appears the building was granted to him, for he says 'true, I gave to Peyton the materials and if the gift of this kind of things by the constituted authorities gives a right to them I had a right to do so.'

8. In this letter to Mr. Peyton he says 'I gave it to you (Mr. Peyton); it is yours as much as mine and the tiles and bamboos thereon never did belong to the Sarkar.'

9. All these circumstances, the state of property in this country and the usage of it in such cases considered, I do think that Major Oram had a right to give away the tiles and bamboos to Mr. Peyton and that of course he has a right to take them away.

10. By the above rules he has an equal right to the house; I grant at the same time that were people generally allowed to establish a right to public buildings by means of occupancy or repairs, they might soon all become private property, but the necessity of that not happening would soon create some regulation or law which would prevent it and it is now the case in all our garrisons where no person ever thinks of converting a public quarter into private property. In the present instance that necessity does not obtain; of consequence, there is no law or regulation that applies to the house in question and when that is not, any difference about it surely ought to be decided according to equity.

11. I think with Major Oram that the best way to accommodate the matter is to have the materials valued by an equal number of persons on each side, for you to give him a quantity amounting to the estimate and to let the building stand.

Wishing only for an accommodation I forbear any comment on the correspondence between you.

## 20

*Letter—From* Lieut.-Col. ALEXANDER READ, Superintendent and Collector, Bāramahal.

*To—Mr. PEYTON, Assistant Surgeon, Sankaridrug.*

*Dated—Tiruppattūr, the 14th December 1797.*

I have received your letter of the 7th and after considering duly the nature of the difference that has arisen between you and Major Cuppage, the best mode of accommodation appears to be appointing a certain number of persons, each an equal number, to value the materials in dispute and his furnishing you with as many other of the same or any other kind as may amount to the valuation. I think that will be attended with mutual advantage, for probably new materials will be best for your, and the old best for his, purpose while, as your friend Major Oram proposes, the house may stand and be appropriated to the purpose that has hitherto been made of it.

2. Though I incline to your side of the question as to right, it appears proper to observe that as an out-house of the late commanding officers, there is evident propriety in Major Cuppage's laying a claim to it and you must know that it is not a common thing in the service for officers to dismantle public quarters or their appendages. On the contrary they are commonly left entire for their successors whatever they may have laid out upon them. It is only in these districts therefore, where property is not well defined and where equity has not yet been superseded by particular regulation, that a difference of this kind could perhaps be decided upon as in the present instance.

Hoping to what has happened being settled.



## 21

*Letter—From Captain J. G. GRAHAM, Assistant Collector.  
To—Lieut.-Col. READ, Superintendent and Collector, Baramahal.  
Dated—Daulatabad, the 15th December 1797.*

The inequality of measures in the Baramahal, where they vary in every district to the great inconvenience both of the buyer and seller, has induced my causing to be made up for each taluk in the northern division an iron māna and balla with the Company's stamp; the former is the weight of 60 rupees, equal to 25 ounces avoirdupois, and the latter consists of 8 mānas or 480 rupees weight or 12½ pounds avoirdupois; there are 40 ballas in a khandi; consequently it weighs by this standard 19,200 rupees or 500 pounds avoirdupois.

2. The experiments were made in my presence by means of Europe scales with equal mixed quantities of nine different sorts of grain perfectly dry; these were rice, baller, ūrd, mūng, herbharay, tuvur, til, kulthī and wheat.

3. It may hereafter be thought preferable to introduce the Madras measures into these districts; but till such time as that takes place, the standard now proposed will, it is hoped, prevent that frequency of abuse and inconvenience which has been generally complained of both by Europeans and natives. I herewith transmit copy of my orders to Tahsildars and proclamations on this subject and with the hope that it will meet your approbation. I have also directed that similar measures shall be made up for the Tiruppattur district.

## 22

*Letter—From Major A. CUPPAGE, Commanding, Sankaridrug.  
To—Lieut.-Col. READ, Superintendent and Collector, Baramahal, &c.  
Dated—Sankaridrug, the 24th December 1797.*

Mr. Peyton sent me another address to you with enclosures to the number of nine; I declined troubling you further, but told him he might transmit them himself if he thought proper, and I have no doubt but he will do so; if he does, you will see, I proposed to act up to your decision, but in reply he begged my acceptance of the house, and I was glad of it because it would save me an endless correspondence with that gentleman whilst the value of the materials was disbursing [dispersing, i.e., vanishing?]. I shall not trespass on your time.

## 23

*Letter—From W. PEYTON, Esq., Assistant Surgeon, Sankaridrug.  
To—Lieut.-Col. READ, Commanding the Ceded districts.  
Dated—Sankaridrug, the 23rd December 1797.*

I am sorry to be under the necessity of troubling you again respecting the difference between Major Cuppage and me, and what I had hoped your kind interference would have terminated, but I trust you will allow the expediency of it, as Major Cuppage is pleased still to persist in his former proposals of paying me for the house in money and not, as you were pleased to recommend, in materials and also to clear some aspersions he thinks proper to cast on my character; he says that my deportment has been extremely exceptionable from the beginning but will admit of no explanation. He also accuses me of being litigious; so far as relates to defending my property from being wrested from me contrary to my intimation, I must acknowledge, but when it appears that I have acceded to every proposition which has been made by you and Major Orām, I hope my conduct will not deserve that epithet, and further that I made many advances towards a reconciliation with him but which he was pleased to reject, as the notes which passed between us will show in a clearer light than any statement of them. I beg leave to enclose you copies of them and to add that previous to this last

correspondence I solicited Captain Thomas Munro at a meeting with the gentlemen of Salem to interfere and strive to settle matters between Major Cuppage and me, but without being able to secure.

I now, sir, beg leave to say a few words respecting the disputed house. In all the enquiry I have made, I cannot find that it was even appropriated by Major Oram for the use of the Sarkar cows; on the contrary he kept his bullock bandies with other number in it, and which I can prove by many witnesses, and that it is neither annexed nor contiguous to any public quarter; how far it is private property I beg leave to refer you to Captain Thomas Munro as it is not included in the list of Sarkar houses in the kachheri. I therefore beg leave to request you will be pleased to decide once more on this affair and subscribe myself.

## 24

*Letter—From Lieut.-Col. ALEX. READ, Commanding the Ceded districts.  
To—Mr. W. PAYTON, Assistant Surgeon, Sankaridrug.  
Dated—Nil.*

Having taken some trouble to explain my ideas of the difference between you and Major Cuppage and to satisfy you both with my decision, I am somewhat concerned at its not being yet settled.

2. My opinion was that Major Cuppage 'should have the materials valued by an equal number of persons on each side and give you a quantity amounting to the estimate.' He professes, in his note No. 1 of accompaniments to your last, to think this decision perfectly consonant to what he had himself proposed, of course to be satisfied with it and proposes 'that the amount determined should be disbursed by the kotwal for others.' That surely was an offer to pay you in materials and not in money.

3. You observe in your answer No. 2 that my decision being conformable to what you had before proposed you could have no hesitation in agreeing to it, but having as you concerned (sic) thereby gained the point for which you contended, you begged his acceptance of the house. I cannot think this was meant as a civility on your part, but as a retort for his having disputed your claim to it. You could scarce have expected that he would accept it under such unpleasant circumstances and feeling no obligation he did not thank you for it.

4. By No. 3 it appears that you expected thanks or some acknowledgement of the equivocal favour you had tendered. If you expected neither one or the other, for what purpose did you desire his answer? As you gave away by your note to him all the property you held in the house and unconditionally, you had no right to demand an answer or any return for it; however he writes in reply to your second note that he 'considered your first note as conclusive' which was to say that you had given up all your right in the house to him and that he was satisfied.

5. Then you wrote to know if he accepted of the house or would abide by my decision. This is a plain indication that you wished to extort an acknowledgement of his acceptance in direct terms or his refusal of it and what was evidently to follow, 'the value of the house' which you had previously declared was not your object.

6. After that he proposes to pay you the value of the old materials (No. 5) that you wished to have them replaced by others: I forbear any other comment on this change in your conduct than saying that I think it justified Major Cuppage's answer which as you state was that the house was now his and you might take the value of the materials or not as you pleased.

7. In the succeeding correspondence between you on the subject it appears you endeavour to justify this change in your conduct by observing (No. 7) that Major Cuppage had not adhered to my decision in the first instance, but as I have already noticed, he offered in the first instance to give you the materials

and not the amount and you declined them by making him a present of them which he had deemed conclusive. If you thought his non-adherence to my decision would justify a change of conduct in you, how much more will your non-adherence to your own decision justify a change of conduct in him!

8. You afterwards remark (No. 8) that you had requested Major Cuppage's acceptance of the house as a present, hoping by that means to bring about a reconciliation with him, but that he was pleased to refuse it by offering payment; but it appears (No. 3) that he had accepted the house there, not as you wished in direct terms, and it was not till you endeavoured to extort an acknowledgement of this affected civility that he tendered you the amount.

9. Having perused with attention all your correspondence and impartially drawn the line of conduct you have both taken in this frivolous business, I cannot but think that which he now offers you more than you have a right to, for anything a man gives away being considered by his heirs and at law as a complete alienation, how much more ought it to be considered so by the donor. Being of this opinion I cannot but recommend that you take the option he gives you or relinquish your claim by remaining in silence.

10. Whatever you resolve I request that no further reference be made to me on the subject for being extremely pressed for time it is with vast reluctance I bestow it on such frivolous differences.

---

25

*Letter—From Captain THOMAS MUNRO, Assistant Collector, Central Division.  
To—Lieut.-Col. ALEXANDER READ, Superintendent and Collector, Baramahal.  
Dated—Nil.*

I answered this morning that part of your letter of the 17th which related to balances outstanding but omitted to reply to your proposals about investigating the charges against Lakshmana Rao. It would be very inconvenient for me to have anything to say to it at present for I have just now my hands full of the same kind of business at home, but had I ever so much leisure I should still think Graham himself the properest person to be employed; for the great difficulty in these enquiries is to understand what kind of characters the evidences have and he must know this perhaps better than me or any other Europeans and of course be more able to judge what credit is due to their oaths. I have for seven years been receiving charges against my principal people, but as dismissing them during the survey would have been inconvenient, I kept them hanging over them and at the same time gave them notice that I should overlook everything that happened in Paridhavi provided they refunded all the bribes they had received and gave me a correct statement of them but that if anything was concealed I should dismiss them.

2. The greatest part of my time for the last four months has been taken up in examining the truth of these statements. That given in by the Serishtadar was found to be false in a few trifling particulars not altogether amounting to 100 rupees for which I have dismissed him and shall probably never employ him again though he was far the most useful person about me. The statement of the Peishkar I am convinced was correct though fourteen people have sworn to the payment of presents not entered in it, but several of these witnesses have been found guilty of perjury before, and some of them I know to a certainty have perjured themselves during the present investigation because they swear that they had given nothing to the Serishtadar, though their names are inserted in his list, and the different sums now actually in my hands to be repaid to them. So that there is here a double perjury in denying what they had really given and swearing to have given what they had not given—these circumstances to show how little dependence can be placed on the oaths of the natives when not corroborated by other circumstances and that the person who is best acquainted with the parties and the witnesses is the best qualified to get at the truth.

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COMPLAINT BROUGHT BY GURUVA, YELANBHAI AND KUTTA TIMMA, ODDARS,  
 AGAINST MUTHIAH MUDALIAR, DUBASH TO CAPTAIN LENNON.  
 GURUVA v. MUTHIAH.

1. Guruva says that about 10 months ago, he was employed in building the Engineer's house and that the said Muthiah neglected or defrauded him in paying his daily hire. The following is the result.

Guruva bought 10,000 stones to the Engineer's house at 4 cantary fanams per 100 which is 40 chs., each pagoda being at the rate of  $11\frac{1}{2}$  cantary fanams is in star pagodas 34—9 cantary fanams from which amount he received 10 star pagodas, and 24—9 is still due to him.

2. Guruva says in the Muttur taluk is a village named Nattagiam from whence he bought 23 bandy loads of palmyras to Krishnagiri at 4 c.fs. each bandy which is 9 chs. 2 c.fs; in star ps. 8; he received 1 pagoda and 7 is still due him.

3. Guruva says that from Anandur he brought 13 bandies of split palmyras on each bandy and the hire for each split palmyra is  $1\frac{1}{4}$  c.fs.; so for 6 split palmyras on each bandy is  $7\frac{1}{2}$  c.fs. and for 13 bandies it amounts to 9 fs,  $7\frac{1}{2}$  c.fs.; in star pagodas 8.  $5\frac{1}{2}$ . He has not received a single duggani.

4. Guruva says that he carried from Chinnarayadurgam to Rayakottah 13 bandies loaded with bamboos at 12 c.fs. each bandy and for 13 bandies it is 2 c.fs. 6 c.fs.; in star pags. 2—3—0 from which he received 1 pagoda in dugganis and 1 pag. 3 fs. is due him.

5. Guruva says that he carried 16 bandies of firewood from the jungles to the brick kilns at Krishnagiri at  $\frac{1}{2}$  c.fs. per bandy and for 16 bandies that amount is 8 c.fs. out of which he had received only 1 silver fanam.  $7\frac{3}{4}$  c.fs. is still due him.

6. Guruva says that he bought 20 bandies of bricks from the brick kilns to Captain Lennon's house at 1 c.fs. for 8 bandies; so for 20 bandies it is  $2\frac{1}{2}$  c.fs. Received nothing.

1. Muthiah in answer to this says that when Captain Lennon was going to Madras he paid all the labourers off and afterwards destroyed the account.

[Captain Lennon]: I do hereby certify that I have paid into the hands of Muthiah more than the sums mentioned in these complaints which was of course to have been paid by him to the Oddars, that I have Muthiah's accounts stating these sums to be paid and that I have not destroyed them as he in his answer states.

(Signed) W. CAULF LENNON.

I will produce the accounts if wished.

2. Muthiah answers this as the 1st.

[Captain Lennon]: With regard to the carriage of the palmyras I can produce Muthiah's account of money paid him by me for this purpose and if he has not paid the people employed he should be punished.

(Signed) W. C. LENNON.

3. Muthiah knows nothing about this three article. Captain Lennon's kanakapillai says that this balance of pags. 8.  $5\frac{1}{2}$  is due him the said Guruva, who was sent for to settle his account with kanakapillai but neglected to come. The kanakapillai says this balance is in Captain Lennon's account.

4. Muthiah says he knows nothing about this claim, the kanakapillai says that he has not paid the balance, he charged it in his accounts. The payment was put off on account of the said Guruva's not attending.

5. Muthiah to this says he knows nothing of this account, but that the person who purchased the wood for the brick kilns would probably know whether this sum was paid or not.

6. Muthiah answers this as the 1, 2 and 3.

|                          | PS. | C.FS.          |
|--------------------------|-----|----------------|
| Total pagodas due Guruva | 42  | $4\frac{3}{4}$ |

## YELLANBHAÏ v. MUTHIAH MUDALIAR.

1. Yellanbhai says that he brought to Krishnagiri 8000 stones and one Sonappagunta Goorvan 1000 which is 9000 at 4 c fs. per cent equal to 36 chs.; in ps. 31-3½ c.fs. ; he received 5 pagodas and Sonappagunta Goorvan 1 pagoda, and 25-3½ is due him.

2. Yellanbhai says that he brought from Unganamhalli to Krishnagiri 7 bandies with timber beams at 1½ c.fs. per bandy and for 7 bandies 10½ c.fs. He received 3½ c.fs. and 7 c.fs. is due him.

3. Yellanbhai says that he brought 30 bandies loaded with bricks from the kilns to the Engineer's house at 1 fs. for 8 bandies and 30 bandies is 3¾ c.fs. Received nothing.

|                             | PS. | C.FS. |
|-----------------------------|-----|-------|
| Total pagoda due Yellanbhai | 32  | 7¼    |

1. Muthiah says that when his master was going to Madras he discharged all debts concerning the buildings of the house and afterwards destroyed the accounts.

2. Muthiah says he has paid it and answers it further as the 1st.

3. Muthiah answers this as he did the 1st and 2nd.

## KUTTA TIMMA v. MUTHIAH MUDALIAR.

1. Kutta Timma says he brought 4000 stones to Captain Lennon's house at 4 fs. per cent which is 16 chs., in star ps. 13-10½ c.fs. He received 2 ps. 1¾ c.fs. and ps. 11-10¾ fs. is still due.

2. Kutta Timma says that he carried from Muttur to Rāyakottah 8 bandies of split palmyras at 7½ fs. per bandy ; so for 8 bandies it comes to 6 chs., in star ps. 5-2½, he received ps. 3-6 fs, Guruva 1 pagoda which is ps. 4-6 fs., still due 8 c.fs.

3. Kutta Timma says that he drove 30 bandies of bricks from the kilns to the Engineer's house at 1 fs. for 8 bandies which is 3¾ c.fs. for 30 bandies. Received nothing.

|                               | ST. PS. | C.FS. |
|-------------------------------|---------|-------|
| Total pagodas due Kutta Tumma | 12      | 11    |

I hereby allege that all the charges laid against Muthiah can have no further reference to any person than himself, that I have regularly paid his accounts at a higher rate than I now see he was charged by the people employed, and if he has not paid them their just demands, the crime is entirely his and I shall, when thought necessary, produce his account with me.

(Signed) W. C. LENNON.

The Oddars bring a demand on Muthiah the sum of 20 pagodas for digging a well. Muthiah says he paid the Oddars the sum of 15 pagodas ; that was the sum he contracted with them. In consequence of which the following note was sent to Captain Lennon.

[From Sam. Sawyer, Krishnagiri, to Captain Lennon, dated 14th February 1798.

The Oddars make a demand of the sum of 20 pagodas for digging a well. Muthiah alleges that he paid them 15 pagodas in respect to this. You will greatly help our arbitrators (that are now making an enquiry in this affair) in letting me know, whether he has charged this in your accounts ; if he has, what sum.]

N. B.—There was no answer sent to the above. I went the day following and received an answer personally. 'That he (Captain Lennon) had contracted to build the well for 10 pagodas but that he was charged 15 pagodas by Muthiah which sum he had paid off.

Materials brought by the Oddars with hired prices, money received, and money due them by Muthiah Mudali.

12

| Number of Oddars.<br>(1) | Stones Nos.<br>(2) | Hired price.<br>(3) |           |          | Money received.<br>(4) |           |           | Money due.<br>(5) |           |           | Palmyras bundles.<br>(6) | Hired price.<br>(7) |          |           | Money received.<br>(8) |           |          | Money due.<br>(9) |           |           | Bricks bundles.<br>(10) | Hired price.<br>(11) |          |          | Money received.<br>(12) |            |          | Money due.<br>(13) |          |    |
|--------------------------|--------------------|---------------------|-----------|----------|------------------------|-----------|-----------|-------------------|-----------|-----------|--------------------------|---------------------|----------|-----------|------------------------|-----------|----------|-------------------|-----------|-----------|-------------------------|----------------------|----------|----------|-------------------------|------------|----------|--------------------|----------|----|
|                          |                    | P.                  | F.        | C.       | P.                     | F.        | C.        | P.                | F.        | C.        |                          | P.                  | F.       | C.        | P.                     | F.        | C.       | P.                | F.        | C.        |                         | P.                   | F.       | C.       | P.                      | F.         | C.       | P.                 | F.       | C. |
| Yelanbhai ...            | 4,824              | 14                  | 31        | 41       | 6                      | 0         | 0         | 9                 | 31        | 41        | 80                       | 52                  | 7        | 33        | 30                     | 0         | 0        | 22                | 7         | 33        | 30                      | 0                    | 0        | 0        | 14                      | 0          | 0        | 14                 | 0        | 0  |
| Guruva ...               | 5,365              | 16                  | 16        | 29       | 10                     | 0         | 0         | 6                 | 16        | 29        | 50                       | 24                  | 26       | 18        | 10                     | 0         | 0        | 14                | 26        | 18        | 20                      | 0                    | 0        | 0        | 9                       | 27         | 0        | 9                  | 27       |    |
| Kutta Timma ...          | 2,145              | 6                   | 23        | 23       | 2                      | 7         | 38        | 4                 | 15        | 65        | 6                        | 5                   | 9        | 26        | 5                      | 23        | 35       | 1                 | 29        | 71        | 30                      | 0                    | 0        | 14       | 0                       | 0          | 14       | 0                  |          |    |
| Maalai Timma ...         | 4,022              | 12                  | 11        | 27       | 4                      | 0         | 0         | 8                 | 11        | 27        | ...                      | ...                 | ...      | ...       | ...                    | ...       | ...      | ...               | ...       | ...       | 25                      | 0                    | 11       | 53       | 0                       | 11         | 53       | 0                  |          |    |
| Barnakal Anna ...        | 200                | 0                   | 26        | 15       | 0                      | 5         | 68        | 0                 | 20        | 27        | ...                      | ...                 | ...      | ...       | ...                    | ...       | ...      | ...               | ...       | ...       | ...                     | ...                  | ...      | ...      | ...                     | ...        | ...      | ...                | ...      |    |
| Venkatlabhai ...         | 3,000              | 9                   | 6         | 25       | 8                      | 0         | 0         | 1                 | 6         | 26        | 9                        | 5                   | 37       | 33        | 3                      | 20        | 45       | 2                 | 16        | 68        | ...                     | ...                  | ...      | ...      | ...                     | ...        | ...      | ...                | ...      |    |
| Chinnabhai ...           | ...                | ...                 | ...       | ...      | ...                    | ...       | ...       | ...               | ...       | ...       | 64                       | 24                  | 15       | 0         | 24                     | 15        | 0        | ...               | ...       | ...       | ...                     | ...                  | ...      | ...      | ...                     | ...        | ...      | ...                | ...      |    |
| <b>Total</b> ...         | <b>19,556</b>      | <b>59</b>           | <b>29</b> | <b>0</b> | <b>30</b>              | <b>13</b> | <b>26</b> | <b>29</b>         | <b>15</b> | <b>54</b> | <b>211</b>               | <b>112</b>          | <b>9</b> | <b>30</b> | <b>71</b>              | <b>15</b> | <b>0</b> | <b>40</b>         | <b>87</b> | <b>30</b> | <b>105</b>              | <b>1</b>             | <b>6</b> | <b>0</b> | <b>...</b>              | <b>...</b> | <b>1</b> | <b>6</b>           | <b>0</b> |    |

| Number of Oddars. | Beans.<br>(14) | Hired price.<br>(15) |           |          | Money received.<br>(16) |           |          | Money due.<br>(17) |           |           | Firewood.<br>(18) | Hired price.<br>(19) |           |          | Money received.<br>(20) |          |           | Money due.<br>(21) |           |          | For digging well in beams.<br>(22) | Hired price.<br>(23) |          |          | Money received.<br>(24) |           |           | Money due.<br>(25) |           |           | Total hired price.<br>(26) |           |           | Total money received.<br>(27) |           |           | Total money due.<br>(28) |           |           |
|-------------------|----------------|----------------------|-----------|----------|-------------------------|-----------|----------|--------------------|-----------|-----------|-------------------|----------------------|-----------|----------|-------------------------|----------|-----------|--------------------|-----------|----------|------------------------------------|----------------------|----------|----------|-------------------------|-----------|-----------|--------------------|-----------|-----------|----------------------------|-----------|-----------|-------------------------------|-----------|-----------|--------------------------|-----------|-----------|
|                   |                | P.                   | F.        | C.       | P.                      | F.        | C.       | P.                 | F.        | C.        |                   | P.                   | F.        | C.       | P.                      | F.       | C.        | P.                 | F.        | C.       |                                    | P.                   | F.       | C.       | P.                      | F.        | C.        | P.                 | F.        | C.        | P.                         | F.        | C.        |                               |           |           |                          |           |           |
| Yelanbhai ...     | 7              | 0                    | 40        | 0        | 0                       | 13        | 7        | 0                  | 26        | 78        | 16                | 0                    | 30        | 0        | 0                       | 0        | 75        | 0                  | 29        | 5        | ...                                | ...                  | ...      | ...      | ...                     | 68        | 6         | 74                 | 36        | 13        | 7                          | 31        | 36        | 71                            |           |           |                          |           |           |
| Guruva ...        | ...            | ...                  | ...       | ...      | ...                     | ...       | ...      | ...                | ...       | ...       | ...               | ...                  | ...       | ...      | ...                     | ...      | ...       | ...                | ...       | ...      | ...                                | ...                  | ...      | ...      | ...                     | ...       | 41        | 38                 | 74        | 20        | 0                          | 75        | 21        | 37                            | 76        |           |                          |           |           |
| Kutta Timma ...   | ...            | ...                  | ...       | ...      | ...                     | ...       | ...      | ...                | ...       | ...       | ...               | ...                  | ...       | ...      | ...                     | ...      | ...       | ...                | ...       | ...      | ...                                | ...                  | ...      | ...      | ...                     | ...       | 12        | 3                  | 49        | 5         | 29                         | 73        | 6         | 16                            | 56        |           |                          |           |           |
| Maalai Timma ...  | ...            | ...                  | ...       | ...      | ...                     | ...       | ...      | ...                | ...       | ...       | ...               | ...                  | ...       | ...      | ...                     | ...      | ...       | ...                | ...       | ...      | ...                                | ...                  | ...      | ...      | ...                     | ...       | 20        | 10                 | 40        | 5         | 31                         | 70        | 14        | 12                            | 50        |           |                          |           |           |
| Barnakal Anna ... | ...            | ...                  | ...       | ...      | ...                     | ...       | ...      | ...                | ...       | ...       | ...               | ...                  | ...       | ...      | ...                     | ...      | ...       | ...                | ...       | ...      | ...                                | ...                  | ...      | ...      | ...                     | ...       | 0         | 26                 | 15        | 0         | 5                          | 68        | 0         | 20                            | 27        |           |                          |           |           |
| Venkatlabhai ...  | ...            | ...                  | ...       | ...      | ...                     | ...       | ...      | ...                | ...       | ...       | ...               | ...                  | ...       | ...      | ...                     | ...      | ...       | ...                | ...       | ...      | ...                                | ...                  | ...      | ...      | ...                     | ...       | 22        | 22                 | 18        | 17        | 20                         | 45        | 5         | 1                             | 52        |           |                          |           |           |
| Chinnabhai ...    | ...            | ...                  | ...       | ...      | ...                     | ...       | ...      | ...                | ...       | ...       | ...               | ...                  | ...       | ...      | ...                     | ...      | ...       | ...                | ...       | ...      | ...                                | ...                  | ...      | ...      | ...                     | ...       | 24        | 15                 | 0         | 24        | 15                         | 0         | ...       | ...                           | ...       |           |                          |           |           |
| <b>Total</b> ...  | <b>7</b>       | <b>0</b>             | <b>40</b> | <b>0</b> | <b>0</b>                | <b>13</b> | <b>7</b> | <b>0</b>           | <b>26</b> | <b>78</b> | <b>16</b>         | <b>0</b>             | <b>30</b> | <b>0</b> | <b>0</b>                | <b>0</b> | <b>75</b> | <b>0</b>           | <b>29</b> | <b>5</b> | <b>40</b>                          | <b>15</b>            | <b>0</b> | <b>0</b> | <b>7</b>                | <b>31</b> | <b>70</b> | <b>7</b>           | <b>11</b> | <b>10</b> | <b>189</b>                 | <b>28</b> | <b>30</b> | <b>109</b>                    | <b>31</b> | <b>18</b> | <b>79</b>                | <b>40</b> | <b>12</b> |

JUSTICE

## Extract from Captain Lennon's account with Muthiah.

|  | P.  | F. | C. |
|--|-----|----|----|
| Old stones from Petta gate-carriage ... ..   | 5   | 12 | 65 |
| 19,546 new stones bought and paid carriage ... ..                                    | 59  | 29 | 0  |
| Total ...  | 64  | 41 | 65 |
| 584 palmyras carriage from Muttur to Krishnagiri at 4 fs. 55 c.<br>per piece ... ..  | 63  | 28 | 40 |
| 402 quarter pieces of palmyras from Muttur to Krishnagiri,<br>2-40 per piece ... ..  | 23  | 16 | 0  |
| 185 Do. do. hire at 2-65 fs. ... ..  | 13  | 1  | 50 |
| 172 Do. do. of top part of the palmyras ... ..                                       | 5   | 10 | 0  |
| 148 Do. do. of palmyras and 2 whole pieces<br>including carriage to Rāyakōtah ... .. | 21  | 26 | 79 |
| 44 whole palmyras cooly for carriage hire to Rāyakōtah ... ..                        | 19  | 8  | 0  |
|  | 146 | 5  | 0  |
| To Rāyakōtah and Krishnagiri 76 quarter palmyras ... ..                              | 11  | 3  | 29 |
|  | 157 | 8  | 20 |
| Carriage of bricks from the kilns to the Garden-house. ... ..                        | 22  | 39 | 36 |
| Do. do. do. ... ..   | 25  | 31 | 0  |
|  | 48  | 26 | 36 |
| Total pagodas for stones ... ..  | 64  | 41 | 65 |
| Do. do. palmyras. ... ..   | 157 | 8  | 20 |
| Do. do. bricks ... ..  | 48  | 26 | 36 |
|  | 270 | 31 | 41 |

## Muthiah received money for the following articles from Captain Lennon :—

|                           | P.  | F. | C. |
|---------------------------|-----|----|----|
| Stones ... ..             | 59  | 29 | 0  |
| Palmyras ... ..           | 157 | 8  | 20 |
| Bricks ... ..             | 1   | 6  | 0  |
| Beams ... ..              | 0   | 40 | 0  |
| Firewood ... ..           | 0   | 30 | 0  |
| For digging a well ... .. | 15  | 0  | 0  |
|                           | 234 | 27 | 29 |

## Disbursed by Muthiah.

|                   | P.  | F. | C. |
|-------------------|-----|----|----|
| For stones ... .. | 30  | 13 | 26 |
| „ palmyras ... .. | 84  | 31 | 65 |
| „ bricks ... ..   | 0   | 0  | 0  |
| „ beams ... ..    | 0   | 13 | 7  |
| „ firewood ... .. | 0   | 0  | 75 |
| „ the well ... .. | 7   | 31 | 70 |
|                   | 123 | 5  | 3  |

|   |     |    |    |
|---|-----|----|----|
| Remains... ..                           | 111 | 22 | 26 |
| Balance due oddars ... ..               | 79  | 40 | 12 |
| Do. Captain Lennon for palmyras. ... .. | 31  | 25 | 14 |

N.B.—This sum (p. 31 f. 25 c. 14) is due Captain Lennon on this condition—  
that if Captain Lennon had advanced him money separately on account of the  
palmyra prices, Muthiah is to pay the above sum into the hands of Captain  
Lennon; but if on the contrary, that sum is due[incomplete].

## 27.

THE COMPLAINT OF HANUMANT OF THE SECT OF ARVA MALWARS OR MALABAR PARAIYARS,  
AN INHABITANT OF THE VILLAGE OF BHOLLA IN THE PALAYAM OF KANGUNDI.

1. That complaint setteth forth that on the death of his father, which happened when he was a boy, his property went to his father's brother, that about two years ago he demanded a share of his late father's property from his uncle, who refused to comply with his request, on which they referred the dispute to the decision of a Court of Arbitration which directed that he should receive one share of his uncle's and father's property and the uncle retain two shares. At the time of the division, the uncle secreted a bullock and a sword, telling the plaintiff that he had previously sold them. About a month after the division of property took place, a third person told him that his uncle had concealed the bullock and the sword, and he again went to the Court of Arbitration and complained of the fraud and the Court directed that as the uncle had got two shares the plaintiff should take the bullock and the sword but when he was going to take possession of them, the Mudra Munshi or constable of the Chetty or headman of the cast produced a son of another uncle of the family and demanded a share of the divided property for him, which he settled at a half of the plaintiff's one share, and a half of the uncle's two and they gave it to him. Afterwards the Mudra Munshi urged upon the bullock and the sword on account of the Nagire or Government.

2. The plaintiff further states that when he was married about a year ago, the Mudra Munshi or constable of the headman of the cast extorted from him fifteen sultani fanams as a tax on the marriage when he ought only to have paid two sultani fanams viz., one fanam to the head of the cast and one to the Mudra Munshi or constable.

3. Balappa of the Sudra tribe being called in behalf of the complainant, says that the Mudra Munshi or constable sent a person to him and that he took twelve sultani fanams from the plaintiff and paid it to the said person.

## Defence.

Darzi Pāperdu the Mudra Munshi or constable of the Chetty alleges that sometime ago the complainant and uncle made a division of property after which the son of another brother of the uncle made his appearance and laid claim to a share of the property but the uncle and the cousin not admitting his claim, he came and made a complaint to the Rajah's Dalway, who ordered him the Mudra Munshi to go to the Goud of the village with a takid directing the Goud to see justice done to all parties. The Mudra Munshi accordingly went to the Goud and other people of the cast and a share was given to the other brother's son who gave the bullock and the sword to the Mudra Munshi by way of a douceur to the Dalway.

## Questions to the Mudra Munshi.

Q.—When you took the bullock and the sword whose property did you consider them?

A.—The joint property of the uncle and nephews.

Q.—To whom did you give the bullock and the sword?

A.—I gave them to the Dalway.

With respect to the 15 sultani fanams taken at the plaintiff's marriage the Mudra Munshi acknowledges having taken that sum for the Chetty or headman of the cast.

Q.—In your cast what sum is taken at a marriage for the Chetty or headman?

A.—Nothing is paid to the chetty.

## Linga Chetty being Called.

Q.—What is your perquisite at a marriage?

A.—One sultani fanam.



Q.—Why did you take fifteen sultani fanams from the complainant?

A.—If the parents of the bride are alive the bridegroom must pay them fifteen sultani fanams for their daughter and if the bride has no parents, he must pay that sum to the Sarkar. The complainant's wife had no parents alive at the time of the marriage and therefore 15 fanams was taken from him agreeable to the custom of the cast. The complainant applied to me for a wife and I furnished [him] with a young girl that came from Kolar country and was maintained in a family that lived at the village of Kuppam.

Q.—How is the 15 fanams disposed of?

A.—Myself one fanam, Mudra Munshi one sultani fanam, salvadi or bell-ringer one sultani fanam. To the Sarkar 12 fanams.

To the complainant.

Q.—You have heard what the Chetty says. Has he told the truth?

A.—Yes.

Q.—As it is the custom of your cast to pay 15 fanams, why do you complain as a grievance?

A.—It is usual for the Sarkar to give half of the 12 fanams to the bride and as the Sarkar did not do so at my marriage I consider it a grievance.

To the Chetty.

Q.—Is it usual for the Sarkar to give six fanams to the bride?

A.—When the new married couple are in very indigent circumstances, the Sarkar has remitted half the sum but there is no positive injunction for its doing so.

*Award.*

The division of the property appears to have been made according to the custom of the country. If the bullock and the sword were given as a *douceur* to the Sarkar, it ought to have been either agreeable to some rule obtaining in such cases or the free choice of the parties. If there be no such rule, they should be demanded of the Dalway and restored to the claimants each of whom should get half their amount. If they gave them of their free choice they have no claim to them. The 15 fanams appear to have been disbursed according to the custom of the cast, in which case the defendant should be given an acquittance certificate.

ALEXANDER READ, Lt.-Col.,  
*Superintendent and Collector, Baramahal, Etc.*

## 28.

*Letter—From Lieut.-Col. ALEXANDER READ, Superintendent and Collector, Baramahal and Salem Districts.*

*To—Captain GRAHAM, Assistant Collector, Baramahal.*

*Dated—Tiruppattur, the 21st March 1798.*

During my late stay at Krishnagiri several people came forward with complaints against Lakshmana Rao, your Peishkar, who, it appeared, had advanced him sums of money, a few on loan upon bond of which he promised payment or withheld it either as the compensation for services he had done them or others as *douceurs* for exerting his influence in their favour, as stipulated at the time of receiving them, by betraying his trust in his official situation under you.

2. Having instructed my kachheri people to prepare what information they could gather upon these matters, I began an enquiry into them myself but many evidences being required from the villages, I resolved to delay the prosecution of it till such time as they might be summoned to attend without impediment to the collections and you could conveniently dispense with his services, for as you know sufficiently, when the accused is a revenue servant and he is charged with a breach

of trust his being laid under personal restraint is a preliminary and necessary step to prevent the suppression of information and encourage the timid ryots to come forward against people in his station. It appearing necessary from these considerations to consult you, I wish to know if you have any objection to the present time for if you have not, I desire that he may immediately be confined closely by a guard of sepoys with orders to prevent his carrying on any correspondence and I shall circulate orders throughout the districts for all to attend at my kachheri who may have any complaint to prefer against him. When the prosecution is closed, I shall order him hither for his vindication.

3. Considering the invidious part of that he has had to act in the execution of the survey it appears not improbable that all the accusations exhibited against him are founded in malice and revenge; but if so, I doubt not the being able to develop the truth, and as I have always heard you say that you believed him a faithful servant, I beg leave to assure you that every means shall be given him to clear himself and prove himself deserving of your confidence.

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29.

*Letter—From Captain J. G. GRAHAM, Assistant Collector, Baramahal.*

*To—Lieut.-Col. READ, Superintendent, Baramahal and Salem Districts.*

*Dated—Daulatabad, the 23rd March 1798.*

I have been duly favoured with your letter dated the 21st instant on the subject of my Peishkar. Before your departure from this place, I took occasion to inform you that, in consequence of certain complaints which I understood had been preferred against him, I had confined him to his house; at the same time recommending that peons from your kachheri, in preference to those from mine, as persons who might be influenced by him, should be placed over him. This happened upwards of a month ago, during which I have had no communication with him, and since that period, such people as, were he so inclined, might be employed in suppressing information, have been put under restraint so that I conceive it will be extremely difficult for him to prevent complaints reaching you; having taken these steps, without any official instructions from you, I trust it will operate as a conviction that, if guilty, it is far from my wish either to screen or to defend him but that on the contrary, as a public servant who has abused my confidence and the trust reposed in him, it is my earnest desire he may suffer condign punishment. On the other hand if it should appear that he is innocent you will permit me to say that I conceive no adequate compensation can be made him for the unmerited disgrace he will have incurred. Desirous of evincing it to be a principle in our management that no person employed under us, however elevated his situation, can, if suspected of malversation, escape the trustest [strictest?] and most impartial scrutiny into his conduct, we are placed in the unpleasant predicament either of deviating from the common rules of justice towards him by immediately depriving him of his personal liberty, or of defeating the object of our enquiries by affording him opportunities of suppressing information or tampering with evidence. In the present instance it would appear that during the prosecution the accused is not to be confronted with his accusers—that he is not to be served with a copy of the charges which have been exhibited against him, but that under these circumstances, to him so discouraging, to his enemies so favourable, and which may sometimes be the case to the leaders of a malicious cabal, so inviting, he must immediately enter upon a vindication of his conduct, a situation this, out of which perhaps the most unblemished character might find it difficult to extricate itself without some injury. Under such an impression, being of opinion that the steps which have been already taken will be sufficient to prevent his obstructing the chance of information against him and apprehensive that further restraint would only tend to call forth false representations, I shall defer placing the guard of sepoys over him till you report your order to that effect; the restraint he has already suffered is equal in the eye of the public to a severe punishment. In

addition to what you very justly observe that the invidious part he has had to act in the execution of his duty during the survey must have created him many enemies; his having occasionally presided at the courts of Panchayat to take cognizance of litigated property and disputes between casts, affords a further ground of suspicion that the present prosecution may have originated in malice and a hope of revenge the gratification of which by whatever means supercedes in the breast of the unprincipled native every tie of morality and religion. With a full persuasion that the accused will experience ample justice at your tribunal.

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30.

*Petition—From Balichetty, son of Iyengar Chetty, merchant of Salem.  
To—Lieut.-Col. READ, Superintendent and Collector of the Baramahal and Salem Districts.*

Humbly sheweth :—

That your petitioner who on behalf of his father and himself most humbly craves leave to address these few lines to your honor and say that the complainant Anna Chetty having applied to the Tahsildar Ramiah at Namakkal who of course having summoned your petitioner and his father to appear before him and thereby having most unjustly committed them to confinement in irons, without making the least investigation into the matter and so he has caused all your petitioner's piece-goods to be sold for the payment of the demand of the complainant and paid the produce to him.

2. Consequently a complaint was made to Captain Macleod by means of three or four different petitions, who of course having sent for your petitioner's father and directed him to submit this matter (in question) to the decision of arbitrators at Salem, who on their investigation thereto found that the cause has once been settled at Tanjore; consequently, they were induced to send both parties to Tanjore with a letter directing to the arbitrators there.

3. Accordingly the said letter was delivered to the arbitrators at Tanjore, but in the meantime the opposite party had concealed himself without appearing before the said arbitrators who, however, in return to the said letter, having delivered their answer together with some other letters, viz. (i) letter from Captain Macleod (ii) letter from Anna Chetty's gumast a (iii) letter that was carried from Salem and also 4 other letters translated into English; in all 7 letters.

4. That although the said letters or documents were delivered to Captain Macleod on the 5th February, 1798, yet the said gentleman without paying the least attention to them had in the month of April ordered your petitioner's father into confinement at Salem by some recommendation produced by Anna Chetty.

5. Consequently, a complaint having been lodged to your honor who thereupon promised to send a letter to Salem.

6. As your petitioner and his father are poor and having no other protection but that of your honor's alone, they therefore most humbly hope and trust that your honor will take their deplorable case into your serious consideration and be pleased to see justice done in their greivance upon examining the copies of the several vouchers enclosed herein for your honor's inspection and for which act of justice and equity your petitioners as in duty bound shall ever pray.

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31.

*Letter—From CAPTAIN WILLIAM MACLEOD, Assistant Collector, Salem District.  
To—Lieut.-Col. READ, Superintendent and Collector, Baramahal.  
Dated—Salem, the 17th August 1798.*

In reply to the petition you sent me sometime since, I transmit the accompanying papers to explain the cause of the petitioner Iyengar Chetty being in confinement. I would have made this explanation long ago, but really had not time to translate the several papers or render the matter sufficiently intelligible. I am sensible that, although principals can account in a satisfactory manner for

delays being occasioned by a pressure of business and various avocations, it would not become subordinates always to expect similar indulgences. On this occasion, perhaps the intricacy of the case and the magnitude of the packet may plead for me.

2. Iyengar Chetty got charge of 3 bags belonging to Anna Chetty during the late war with Tipu. The bags contained gold ornaments most of which were set with precious stones. There had not been any silver articles among them excepting two small cups. Each bag had Anna Chetty's seal upon it, and in one he put a list of the whole. Iyengar Chetty pledged the bags for 3,000 pagodas without the owner's knowledge, and as there had been silver articles among the jewels not recognized by Anna Chetty and as the seals were broke open, and a different list written by Iyengar Chetty put up with them instead of Anna Chetty's original list previous to their being pledged for 3,000 pagodas, it is evident that Iyengar Chetty plundered some of the contents; for had his necessities obliged him to pawn the property committed to his care, he should have opened the bags before several witnesses and preserved Anna Chetty's original list instead of making away with it and substituting one of his own writing. But as he defrauded Anna Chetty in the first instance, he was obliged to fly from one subterfuge to another, expecting that by persevering to harass Anna Chetty by intricate expedients for procrastination and bribing such as might espouse his cause, he thought to elude detection and escape with his plunder. His last plan was to prevail on Rayalu, the Dubash at Tanjore, to compel the claimant Anna Chetty or his brother to sign a receipt in full of their having got their whole property restored to them. He endeavoured to make it appear that another person had been nominated by Anna Chetty to be present at the sale of the jewels, when they were exposed by outcry, but Anna Chetty clearly proves that he on finding only part of his jewels had remained when first he went to Tanjore in expectation to receive them, at the time declined to have any concern with the sale of them lest it might be used afterwards as a pretext to invalidate his claim on the original property.

3. The first arbitration which took place was not with my knowledge but by the consent of the parties.

4. The second arbitration was the consequence of Iyengar Chetty's not abiding by his own agreement given to Anna Chetty upon the first arbitrators having inquired into his claim.

5. To prevent partiality as much as possible the members of the second arbitration consisted of ten persons, of whom five were chosen by the claimant and five by the defendant, so that there cannot be the smallest colour of truth in Iyengar Chetty's saying the arbitrators were influenced against him.

6. The equity of the decree can be judged of from considering the circumstances which had preceded the arbitration.

7. Exclusive of the jewels which Iyengar Chetty must be supposed to have stolen, the remaining jewels were sold for 2,440 star pags. from which sum if the balance first adjudged to be due to Iyengar Chetty viz., pags. 1,270 be deducted, there still remains pags. 1,170 due to Anna Chetty without allowing him any credit for what had been plundered or for the articles sold having been disposed of at prices greatly under their intrinsic value, which he declares had been the case and appears extremely probable.

8. This case has been one of the most intricate pieces of knavery which came within my knowledge. It had before taken up a considerable part of my time to understand all its turnings, windings, and now an anxiety to satisfy my superiors has led me to bestow more time in explaining the nature of it than I can well spare. But if hereafter a similar case should occur, I shall hope to be allowed to forward the documents which may relate to it in the original languages only.

9. It is least justice to Anna Chetty that I should observe of him that I have not discovered in him the smallest disposition to misrepresent or to litigate, while

the conduct of Iyengar Chetty was a series of perplexing fabrications and evasions.

10. [The following] is a statement of the cause referring to the several numbers which are copies with corresponding numbers translated into English.

11. Anna Chetty, native of Namakkal, came to the Assistant Collector of the southern division in April 1797 and represented a claim he had on Iyengar Chetty of the Sendamangalam district of the following nature :—

“ During the late war with Tipu Sultan having some jewels which I was anxious to preserve as they were of considerable value and confiding more in Iyengar Chetty's honesty than that of any other man, because he was my father's gumastah, I resolved to trust my property to his care. I accordingly put them into three bags each of which was sealed with my own seal and in one of the bags I put a list in the Canarèse language, of my own writing, describing the particular articles contained in the three bags the whole of which I valued at about ten or twelve thousand pagodas. But I cannot positively speak of the particular articles or their value as I was no judge of such property, my father being the only person in the family who understood their value. I delivered to Iyengar Chetty the three bags at Namakkal in the year Sadharana (1790-1) and sent three men along with him to carry the bags from Namakkal to Kondamanayakanpatti, his (Iyengar Chetty's) village.

After the war I heard that Iyengar Chetty had pledged my property and was trading with the money he raised upon it. I then demanded of Iyengar Chetty to restore my property to me. He replied that he had pawned my jewels (the three bags) with Iyanna Chetty (the son of Manga Chetty) of Trichinopoly for star pags. 3,000 and observed that my father was indebted to him from 5,000 to 10,000 pagodas, that if I would settle that account he would then be enabled to relieve the bags containing my property with the contents of them complete according to my list. I then in May 1796 agreed to leave the adjustment of our accounts to persons of our own cast.

The arbitrators who settled them awarded that I had a balance of pags. 1,245-16-10½\* to pay Iyengar Chetty who on that occasion gave me an agreement No. 1, binding himself to return to me the bags with their contents agreeably to my list if, besides the payment of the balance pagodas 1,270, I would advance him 1,000 pags. as for his bond immediately on his restoring the three bags to me. At the recommendation of the arbitrators I agreed to this settlement. Iyengar Chetty sent his son-in-law along with me to Iyanna Chetty in whose possession Iyengar Chetty had deposited the pledge. At the same time he (Iyengar Chetty) wrote a letter No. 2 to Balaswami Chetty intimating that I would pay pags. 2,270 on receiving the bags and acquainting him that he (Iyengar Chetty) had sent his bond for the remaining sum. We both proceeded and found Iyanna Chetty at Tanjore. I discovered that some time before we reached that place, part of my jewels had been exposed to public outcry and sold in consequence of their having been again pawned with Kunjimalai Mudali, the Dubash of Mr. Strange, who got them in pledge from Iyanna Chetty who had repeatedly written to Iyengar Chetty warning him of the certainty of his three bags being sold by outcry, unless he would pay the 3,000 pagodas which he (Iyengar Chetty) had borrowed.

I then proposed to repurchase the articles which were sold and the purchasers agreed to let me have them allowing them a small profit; but they suggested to me first to take articles which remained unsold. The bags were produced and on examining the articles which were left, I discovered among them some that had never belonged to me. I then examined the seals,† which I found were Iyengar Chetty's, not my own; and instead of my list, which was not to be found, there was a list written by Iyengar Chetty when he deposited the bags which list is still in the possession of Iyengar Chetty.

\* The arbitrators changed this amount afterwards into 1,270; the difference was added in consequence of Iyengar Chetty's bringing an account of tobacco against him.

† The seals were taken care of although the cords which connected them were cut when Anna Chetty opened the bags.

When I delivered the three bags to Iyengar Chetty each bag was sealed separately, but when he delivered them to Iyanna Chetty two were tied together and secured with one seal and one was sealed separately.

On finding this fraud being committed in respect to my property, I requested of Iyanna Chetty and Balaswami Chetty to give me the written document No. 3 of what had happened which certifies that at the time Iyengar Chetty pawned the bags they were sealed with his (Iyengar Chetty's) seal, not with mine, and that he gave Iyanna Chetty a list of their contents.

Afterwards in the presence of Iyengar Chetty's son-in-law the remaining part of the jewels were sold to pay off the loan of 3,000 pags. for as my property had been plundered, I declined to have anything to do with it. After the sale of what had then remained there was still a balance due to Iyanna Chetty [who] demanded of Iyengar Chetty's son-in-law to grant his bond to a European gentleman at Tanjore. Iyengar Chetty's son-in-law did not at first consent to this proposal but he afterwards gave his bond for 360 pagodas to that European gentleman payable in one month and for the remaining 200 pagodas, he gave his bond to Muthu Mudali, the Commanding Officer's Dubash, payable in six months. For the payment of those two bonds he was kept under restraint at Tanjore, but effected his escape."

12. The Assistant Collector on hearing the preceding statement sent for Iyengar Chetty and demanded of him to answer for the conduct stated by Anna Chetty. He (Iyengar Chetty) said it was true he got three bags from Anna Chetty during the war to be taken care of, and that he had committed them to the charge of Iyanna Chetty of Trichinopoly, who sold the contents of them by outcry. He said the matter was already settled at Tanjore and that there were witnesses to prove it, that he could bring documents of the claim having been adjusted. Anna Chetty on hearing this observed that he could bring evidences to prove Iyengar Chetty's fraud.

13. Iyengar Chetty on the other hand offered to produce certificates in writing of its having been before settled, saying that as the witnesses were in the Tanjore country he could not prevail on them to come so far to give evidence.

14. The Assistant Collector sent the two parties to Namakkal as the Tahsildar of that district might trace what foundation there was for Anna Chetty's claim, through the merchants of that place\* who were acquainted with each party.

15. Iyengar Chetty's reply was full of prevarication—he first said to the Tahsildar that he had only opened one bag, and that the other two were sealed in the same state as they were in when delivered to him—but in a few days afterwards on being pressed to send for the two which were not broke open to be returned to the owner, he said that Iyanna Chetty who had the care of them opened them. Shortly afterwards the Assistant Collector went to Namakkal, ascertained the palpable contradiction of Iyengar Chetty which appeared to have been occasioned by his having defrauded Anna Chetty and confined Iyengar Chetty until such time as he might either restore to Anna Chetty an equivalent of his property or prove by some satisfactory evidence his innocence of the fraud which appeared so strongly against him. It was at the same time made known to Iyengar Chetty that the cause would be settled by arbitrators at Salem, whenever he would nominate a certain number on his own behalf.

16. Afterwards five persons [were] nominated by each party, who were assembled from different districts at Salem. The arbitrators, as is the custom, got an agreement from each party binding themselves to abide by the decision of the arbitration.

17. But Iyengar Chetty said that there was a balance against him of pagodas 360 at Tanjore, that if Anna Chetty would lend him that sum, he (Iyengar Chetty) would within two months bring a certificate signed by Anna

\* The village in which Iyengar Chetty lived is only five miles from Namakkal.

Chetty, of his (Anna Chetty) having received the whole of the property he claimed. He (Iyengar Chetty) declared that this receipt to which he allowed was detained by the Tanjore arbitrators, until the debt of 360 pagodas should [be] paid to Iyanna Chetty by him (Iyengar Chetty). The arbitrators although they suspected some deceit in regard to this offer, yet judged it to be an easy mode of deciding the cause, because if Iyengar Chetty failed in bringing Anna Chetty's receipt within the stipulated time his (Iyengar Chetty's) fraud from the beginning would appear in a clear point of view, and the forfeit to which he bound himself in the event of failing to fulfil his promise amounted to a decision in favour of Anna Chetty.

18. The arbitrators then recommended to Anna Chetty to advance to Iyengar Chetty 360 pagodas upon security which was accordingly done and Iyengar Chetty gave a bond No. 4 obliging himself to pay to Anna Chetty pagodas 10,000 in the event of his failing to produce in the course of two months Anna Chetty's receipt in full for the whole property he committed to his care. The son-in-law of Iyengar Chetty and Anna Chetty were directed to proceed to Tanjore by the arbitrators to ascertain the truth of Iyengar Chetty's assertions and being furnished each with a letter from the Salem arbitrators to those who Iyengar Chetty pretended were the Tanjore arbitrators, they both set out for Tanjore.

19. After their arrival there, Iyengar Chetty's son-in-law began to intrigue with Rayalu, the Resident's Dubash, and others—in consequence of which Anna Chetty was confined in Rayalu's house—on pretext that he (Anna Chetty) had before agreed to sign a certificate of all his property being delivered over to him, provided a balance of 360 pagodas which was due to Iyanna Chetty would be paid by Iyengar Chetty—Anna Chetty remained four days in confinement—and on persisting in his never having agreed to sign the certificate demanded of him. In eighteen days afterwards, Ranga Chetty, the brother of Anna Chetty, was apprehended and confined by Rayalu, who demanded of him to sign a bond of agreement that he was ready to abide by the decision of whatever arbitrators he (Rayalu) would nominate, in respect to the cause in dispute between his brother and Iyengar Chetty. Ranga Chetty refused to sign the obligation required of him. What follows is nearly verbatim his own declaration after his return to Salem.

“In consequence of refusing to sign whatever Rayalu might order, I was detained forty-eight days a prisoner in Rayalu's house under the charge of two peons, Abdul Khader and Muthaiya—to whom I was obliged to pay each a Tanjore fanam per day. My brother Anna Chetty finding that I was confined fled from Tanjore and wrote No. 5 to Captain Macleod entreating his intercession to obtain my release. Captain Macleod sent him the Malabar certificate No. 6.

Iyengar Chetty's son-in-law and Iyanna Chetty\* came one day to Rayalu and proposed to give him 100 Porto Novo pagodas, if he would make me sign the receipt required by Iyengar Chetty. He agreed to oblige me to sign to what they wanted. I overheard the conversation and the next day the hundred pagodas were given to Rayalu at his house—for I not only saw a bag as if it was money in the hand of Iyengar Chetty's son-in-law when he was visiting Rayalu but a woman kept by Rayalu afterwards told me of Rayalu's receiving 100 Porto Novo pagodas from Iyengar Chetty's son-in-law, and besides I was told by a shroff named (Papavinasam) Sawmi Chetty that he had changed 100 of the star pagodas sent from Salem into Porto Novo pagodas for Iyengar Chetty's son-in-law much about same time.

After the arrival of the certificate No. 6 from Salem, my brother sent it to me that I might plead my own cause with Rayalu, to whom I showed it. He had it in his possession for three days, before he returned it to me. Rayalu showed it to Iyengar Chetty's son-in-law and said to him: you must pay me another hundred for my master; for, as this matter is known to the European gentlemen, it will be impossible to settle it

\* Iyanna Chetty was bribed by Iyengar Chetty's son-in-law to be of his party.

without their assistance and it seems it was never settled before as you told me. This second demand from Rayalu I was informed of by Ramasawmy, a servant of Rayalu to whom I gave a few fanams for telling of such conversation as regarded myself, and Ramasawmy also told me that in two or three days afterwards Rayalu received a second hundred pagodas from Iyengar Chetty's son-in-law—but whether star or Porto Novo pagodas I don't know.

At length I was taken before the Resident and interrogated, Rayalu was the interpreter; he spoke to me in Gentoos, and to his master in English. Consequently I am entirely ignorant of the manner in which he stated my case. Rayalu once told me that his master said I must sign the agreement required by Iyengar Chetty—this alarmed me greatly especially as I had every reason to suppose from what had happened before that I could not expect justice from Rayalu. I heard it reported that the Resident understood Malabars, and I reflected that pleading my cause in that language was the only resource I had. I began to speak very loud in Malabars; there was a servant maid present who explained to the Resident all I said. She seemed to make a very faithful interpretation to her master who appeared to have been very angry with Rayalu for deceiving him and on the point of punishing him.

The Resident at last spoke in Moors and ordered me to be released, said I belonged to another country and my dispute was a matter which it was not in his province to investigate.

I was then in consequence of the Resident's orders set at liberty, but when I arrived near the gates of Tanjore two of Rayalu's peons came up to me and again made me a prisoner; I was carried to Rayalu's house and detained there three days, after which period I was released upon accounts being received of Rayalu having lost his power."

20. Subsequent [to] before-mentioned occurrences the two brothers Anna Chetty and Ranga Chetty came to Salem—when in consequence of Iyengar Chetty's chicanery the arbitrators were again assembled who gave as their award No. 7.

21. Captain Macleod received the letter No. 8 and its enclosures from the Resident which no doubt had been written in consequence of Rayalu's false representation. Ranga Chetty was carried before the Resident.

22. Besides the 200 pagodas which the son-in-law of Iyengar Chetty paid to Rayalu, he paid 30 pagodas to Appu Rao, the Resident's Mahratta master, and 15 pagodas to Adi Chetty both of whom agreed to be the agents of Iyengar Chetty. The information of the bribe to Appu Rao Ranga Chetty received from Konari Rao, a relation of Appu Rao, and that of the bribe to Adi Chetty he heard from Ragnatha Chetty, the head of his cast at Tanjore.

23. Adi Chetty is a relation of Anna Chetty; he was bribed by Iyengar Chetty to give the false evidence contained in B in the Resident's letter intimating that he Adi Chetty was authorised by Anna Chetty to be present on his behalf at the time that the jewels were sold by outcry.

24. The period stipulated by Iyengar Chetty for producing before the arbitrators Anna Chetty's certificate of receiving his property had elapsed two months before the parties returned from Tanjore. And the 360 pagodas which conditionally went to Iyengar Chetty had been disbursed either wholly or in part in bribes at Tanjore.

25. For Anna Chetty stated to the arbitrators that it was an additional proof of Iyengar Chetty's fraud, his having disbursed at Tanjore in bribes the money lent to him at their recommendation, and which was sealed with the seal of one of the arbitrators at the time of delivery. In reply it was said by Iyengar Chetty's party that if the money was produced before the arbitrators with the same seal as when sent away it would tend to refute the accusation of bribes being given at Tanjore. Afterwards Iyengar Chetty endeavoured in vain to prevail on Puttaiya (whose seal had been put on the bag of 360 pagodas at the time of despatch) to put his seal clandestinely on a similar sum after the parties returned. The consequence was that a bag with 360 pagodas was produced to the arbitrators without any seal.



upon it. When Iyengar Chetty was asked how he came to break open the seal, he said as an excuse that he did it by way of security for dividing the money between two or three persons at the time it was sent to Tanjore.

26. When Anna Chetty's brother was confined in Rayalu's house, he (Rayalu) demanded one hundred pagodas of him for which sum he promised to release him.

27. A bullock-load of cloth belonging to Iyengar Chetty was stopped by permission of the Assistant Collector in presence of Iyengar Chetty's son-in-law at Rasipuram for about six hundred rupees which amount was given to Anna Chetty. The sale took up two months because the articles were sold for such prices as were considered by Iyengar Chetty's son-in-law as fair.

*Enclosure (1).*

Translation of an agreement given by Iyengar Chetty of Kondamanayakanpatti to Anna Chetty of Namakkal. [20th Vaiyasi, year Nala—May 1796.]

1. Whereas in the year Rakshasa (1795-96) and on the 12th of the month Avani on account of our having a dispute, you and I referred it to Kasturi Chetty and Govindu Chetty who having heard what each of us said demanded of us to be informed whether or not we agreed to abide by their decision. We both consented to abide by their decision and gave our consent to that effect in writing. Therefore after hearing each of us they made the following settlement of our cause.

2. During your father's time you state that I owed him a debt of 900 Gopali chackrams and you state that in the year Paridhavi on the 1st day of Chittrai you advanced me pagodas 1,030 and you say you have my bond for the latter sum, and besides you say that during the war you gave into my charge three bags and that on account of those bags I have got some money. The arbitrators having heard your statement asked me to reply thereto.

My answer is to this effect.

You owe me as follows:—

|   |     |     |                  |     |       |
|---|-----|-----|------------------|-----|-------|
| On account of the Komba                               | ... | ... | Gopali chackrams | ... | 1,000 |
| On account of Coimbatore Narayana Chetty—Star pagodas |     |     |                  | ... | 50    |
| 75 padis of Kambu.                                    |     |     |                  |     |       |

On account of exchange of money in the Periyur country.

On account of serving Komar Aleggy one half. Besides the above I advanced you some money.

3. The arbitrators having heard the above statement rejected the article on account of the exchange of money in the Turaiyur country and that of Komar Aleggy, because there is no proof. They decided that as you said I owed 900 chackrams and 1,030 pagodas with 50 months' interest, P.N. pagodas  $386\frac{4}{16}$ , I owe you, in all,  $1,416\frac{4}{16}$  P.N. pagodas equal to star pagodas 1,000 and P.N. pagodas  $216\frac{4}{16}$ . Those two sums they settled I owed you. They determined that you owed me.

4. They rejected my claim of 1,000 chackrams because they rejected your claim on me for 900 chackrams.

5. For the 75 padis of kambu which you owe me they fixed 150 P.N. pagodas to be due to me which being deducted from the  $216\frac{4}{16}$  P.N. pagodas which I owe to you there remaining  $66\frac{4}{16}$  P.N. pagodas in the amount of P.N. pagodas.

6. Of the 50 P.N. pags. which you owed me on account of Coimbatore Narayan Chetty they settled that 25 P.N. pags. should be remitted and that after deducting the remaining 25 P.N. pags. from the  $66\frac{4}{16}$  there remained  $41\frac{4}{16}$  P.N. pags. due to you of the P.N. pags. amount—which sum they awarded shall be remitted in my account. Lastly they settled that to this day I owed you 1,000 Star pags. and that you owe me after the present adjustment both on your own and your father's account Star pags.  $2,245\frac{104}{16}$ , after deducting from which the balance of 1,000 pags. I owe you, there remains  $1,245\frac{104}{16}$  Star pags. due to me. But as I have deposited your bags with Iyanna Chetty for a much greater sum than this and as I have no ready money at present I agree to give you a bond for 1,000 pags.

which with the balance already settled  $1,245\frac{104}{16}$  makes pags.  $2,245\frac{104}{16}$ . I agree that on account of receiving this last mentioned sum I shall (according to the decision of the arbitrators) deliver over to you your three bags complete according to the list previous to my receiving the money. I agree to pay the principal of the loan of the thousand pagodas at the end of 24 months—and to pay the interest which will be specified in the bond every six months. I also agree to pay you within six months one quarter of the profit I got by the sale of your precious stones.

7. This bond of agreement I give with my consent before witnesses, viz.,  
Salem Muttial Chetty, Chitakar Rama Chetty, Parsanna Chetty, Tammanna Chetty, Murti Chetty, Pittambu Chetty, Shankarapur Govindu Chetty, Oil merchant Govindu Chetty.

Written by Kasturi Chetty. Witness—Gopal Chetty.

Signature—Kondamanayakanpatti Iyengar Chetty.

P.S. On account of 10 padis of tobacco valued at 25 pags. you owe me 25 pags. which I shall deduct from the profit I owe you for the precious stones.

Signed again by the same witnesses, &c.

*Enclosure (2).*

From Iyengar Chetty to Balasawmi Chetty. [19th Margali, Nala, about 1st January 1797.]

1. I understand by the contents of your letter to Kasturi Chetty and from the declaration of Raghava Chetty all that has occurred.

2. You had not before written a particular account. From what Venkatapathi [son-in-law of Iyengar Chetty] wrote by paper and a cadjan—it appeared that the impediment was occasioned by Anna Chetty, but noto [nota or note?] from Ranga Chetty's verbal account and from observing the purport of your cadjan I suspect Munkatta Chetty to be the cause of it. Therefore you must say so to Munkatta Chetty that he is to deliver his property to Anna Chetty, take his receipt for it, and receive from him (Anna Chetty) 2,270 pags. Venkatapathi is a boy; he knows nothing—he will agree to anything that Munkatta Chetty may desire.

3. He (Munkatta Chetty or Iyanna Chetty) must in four days manage to make Anna Chetty consent to receive his property and after getting his pagodas, send me a particular account of what may occur. Let him (Munkatta Chetty) send me the 32 pagodas he owes me for the hackney bullocks and the bond, and then I will send him the balance I owe him—you are to tell him all this—and that if he gives any more trouble it will be necessary to go to Madras to settle it.

4. I deposited Anna Chetty's property in Munkatta Chetty's house and that is all.

5. You are to explain the whole matter properly to him and always continue to write me.

(Signed) Shri Ram Jevim.\*

*Enclosure (3).*

From Balasawmi Chetty to Kondamanayakanpatti Iyengar Chetty. [4th Avani, Nala, about 17th August 1799, at Tanjore.]

1. The letter you sent by the Tappye [tappal] reached me. I understand its contents. I delivered your letter to Venkatapathi [son-in-law of Iyengar Chetty]. You wrote me that the jewels you had in Munkatta Chetty's shop were not sold, and you say that Munkatta Chetty's man told you they are not sold. I wrote you before that the articles were sold, and you wrote for answer that you supposed I wrote to that effect to frighten you and induce you to come speedily to Tanjore. What

\* This is signature used by Iyengar Chetty on some occasions.

do you mean? Your man was upon the spot when the articles were sold. I acquainted you with all the particulars which happened and Mr. Macleod (the Resident) ordered the sale of them to be advertised by beat of tom-tom. Do not all the people of the town know of it? That being the case, is it proper for you to write in that style? There cannot be the smallest mistake in the cadjan I sent you before. In your letter you observe "Is it proper that the property to the care of Munkatta Chetty under seals should be broke open? Is such conduct to be defended?" and you desire me to ask his answer to your charge. You wrote again in regard to Anna Chetty's business to settle it in a particular manner, by satisfying both parties, that is, Anna Chetty and Munkatta Chetty.

2. I asked of Jambulingam Chetty, the brother of Munkatta or Iyanna Chetty, in respect to the matter and he said that your brother Narayana Chetty came to Trichinopoly—and wanted to get a bill in favour of Turaiyur for 3,000 pagodas. That Jambulingam Chetty asked your brother "What security is there for such a loan?" He, Narayana Chetty replied—"the three bags you have got are the security." Jambulingam Chetty said that if the seals were opened and the contents shown to him he might give him the bill.

3. Accordingly your brother Narayana Chetty went with him on the terrace and opened the three bags and showed him the contents. Afterwards he sealed them and returned the bags to Jambulingam Chetty; upon seeing this security Jambulingam Chetty gave him the bill. Such is the account given by Jambulingam Chetty.

4. You wrote the seals are complete. I don't know whether or not your brother told you he broke open. If he told you it is right enough. But if he has not, you should enquire of him. At the time of giving the bill—Munkatta Chetty got an account particular of the contents of the bags and Munkatta Chetty has still that list in his possession. There is a cadjan in the Canarese language in one of the bags. Anna Chetty says that he wrote a list on paper which he tied in a piece of white cloth and put his seal upon the bag in which it was.

5. When the bags were deposited as a pledge with Kunjimalai Mudali Munkatta Chetty says there was no such thing as a list wrapped in a piece of cloth. Whether Narayana Chetty at the time he opened the bags took the list or not he (Munkatta Chetty) does not know; but he (Munkatta Chetty) says he has a list of what was in the bags at the time that he gave the bill on security of what the bags then contained and also that he has an estimate of their value which was made out at the time he pledged them with Kunjimalai Mudali.

6. You wrote me to settle this affair by some means or other. But no method appears for getting it settled. You must therefore explain your meaning and reconcile it with the above.

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*Enclosure (4).*

The bond of agreement given by Iyengar Chetty to the arbitrators [22nd of Puratasi, year Pingala, about 4th October 1797]:—

Conformably to the agreement already made with the arbitrators, I promise (having received 360 pagodas from Anna Chetty) to produce in the space of two months a certificate signed by Anna Chetty that he (Anna Chetty) has got his whole property; and if I fail in producing his certificate to that effect, I agree to pay to Anna Chetty the sum of 10,000 pagodas—which is the amount at which he has valued his bags.

(Signed) Iyengar Chetty.

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*Enclosure (5).*

The translation of Anna Chetty's letter to Capt. Macleod, the Assistant Collector. [26th Margali, year Pingala, about 22nd December 1797.]

I arrived at Tanjore in fifteen days after I left you and delivered the letter from the Salem arbitrators to those who were said to be the arbitrators at Tanjore. They upon seeing the letter said that they had never settled the cause of

Anna Chetty and Iyengar Chetty, nor did they ever decide that Anna Chetty should sign a certificate of his having got his property and pay to Iyengar Chetty 360 pagodas.

2. They the arbitrators asked all the persons around them whether or not they had made such a decision—to which an answer was given in the negative. They afterwards having perused the letter from the Salem arbitrators returned it to me. They likewise returned to Venkatapathi, Iyengar Chetty's son-in-law, the letter he brought from the Salem arbitrators. In three days afterwards Balasami Chetty, Munkatta Chetty's son Iyanna Chetty, and Venkatapathi, the son-in-law of Iyengar Chetty, sent me word that the arbitrators wanted me. I returned for answer, "It was only yesterday you threw away the letter I brought you—how can there be arbitrators to-day? I have no business with your arbitration."

3. They sent a second time for me and sent me word that there had been an arbitration before and that I must go to them. I again returned for answer. "I can have nothing to do with your arbitration; the matter was never before settled; if you have any proof or document to show of its being settled, or if you can produce my signature to a former adjustment I will go to you"—such was my answer, but they sent me word again that it was verbally settled and that whether I would or not I must go to them. I replied I was resolved not to go on any account.

4. Afterwards two dhalāyats belonging to Rayalu, the European gentleman Mr. Macleod's dubāsh, were sent to me and compelled me to go along with them to Rayalu. Along with Rayalu the persons present were Balasami Chetty, Munkatta Chetty's son Iyanna Chetty and Iyengar Chetty's son-in-law Venkatapathi. Those three persons and Rayalu asked me 'Is it proper that you should get Iyengar Chetty put in irons and cause him who is of the same cast with you to carry earth?' I replied, 'Is it fair that a merchant should defraud a person of jewels of great value which were deposited under seal?' To which Venkatapathi said 'The dispute was settled at Salem in a very unjust manner. The persons who settled it were Reddies whose business is to plough the land and Brahmins whose business is to be Āmils. They settled it among themselves in a very improper way; it must be settled again.' Rayalu having heard Venkatapathi said to me, 'You must get it settled again.' I replied "Capt. Macleod has caused the matter to be settled at Salem. I have no occasion to get it settled here." Upon my giving this answer, Rayalu was angry with me and immediately confined myself and my brother. The next morning I sent word "Why should I be confined? I have not committed any theft. I have not borrowed thousand and yet I am confined because I have lost my property of a considerable value. That being the case it cannot be just to detain me in this situation." Rayalu after this sent for me before him and asked me 'Was this cause ever settled or not before? Did you get any of your jewels back or not?' I replied "It was never settled before. I never received any of my jewels." He again asked 'What happened when you came here before?' I said, 'During the late war I gave into Iyengar Chetty's charge three bags with very valuable jewels in them. The bags were sealed and I went to another quarter.'

5. 'Some time after, Iyengar Chetty pledged them with Munkatta Chetty's son Iyanna Chetty for 3,000 Pags.; upon hearing this I laid my claim and an arbitration took place at Salem. On that occasion Iyengar Chetty agreed to restore my bags with the seals entire and I came to Tanjore to receive my property. But before I arrived at Tanjore some of my jewels were made away with and sold by outcry for 2,000 pagodas. I did not see the articles which were sold; some remaining jewels and some silver ornaments which had not belonged to me were afterwards shown to me.'

6. 'At the time of giving the jewels to Iyengar Chetty, I put up along with them a list of the particular articles, but this list is not now to be seen—neither does my seal remain. I said that this is the way in which I am defrauded of my property.'

7. I observed that Balasami Chetty knows the whole circumstances, and that he gave me an account of everything that happened in writing which after

receiving from him I took to my village. I know nothing of the matter being settled before, nor of any merchant in this place except Balasami Chetty. After giving you this explanation of my case if you persist in keeping me confined, I must write to the gentleman at Salem.' At that time Adippa Mudali, Nainah and Chetty Pillai were sitting with Rayalu who told them to enquire into what I had said. They continued to enquire of me till noon; and they understood every circumstance. At that time Munkatta Chetty's son Iyanna Chetty said to them (the three persons desired by Rayalu to enquire) "Settle my claim." I said to him 'What have I to do with you, my cause is with Iyengar Chetty.' Afterwards the three who were investigating the matter reported to Rayalu and in consequence we were released.

8. Afterwards Balasami Chetty, Iyanna Chetty and Iyengar Chetty's son-in-law Venkatapathi assembled some persons, and recommended to me to agree to their settling the cause. I replied that it was settled already and that I would not have it settled again. I then returned to my habitation.

9. Afterwards Adippa Mudali, a great merchant, sent for Balasami Chetty and said 'You are a merchant, how comes it that you tell lies?' Balasami Chetty replied 'He (Anna Chetty) has managed to get Iyengar Chetty, who is of our cast, put in irons and made to carry earth which has greatly vexed me.' Adippa Mudali replied, 'Is it fair that a man of our cast should defraud another of jewels committed to his charge?' Balasami Chetty gave no answer to this. Adippa Mudali again asked of Balasami Chetty 'How come you to say falsely that the matter was settled before as there is no document whatever?' Balasami Chetty answered it was settled verbally.

10. Adippa Mudali again asked him 'How can you say it was settled before when you gave it in writing to Anna Chetty that it had been settled?' Balasami Chetty said 'I gave that document for the sake of Anna Chetty.'

11. My reason for not returning to Salem is that twenty days remain of the time fixed for returning and yet there is no appearance of my recovering my property.

12. It is the intention of Iyengar Chetty's son-in-law that after the expiration of the stipulated time when I shall return to Salem and again begin to claim my property that I should be prevented from going there. He has explained this to Rayalu and Rayalu sent to my habitation when I happened not to be there. But my brother was present and Rayalu has confined him. I escaped and I am obliged to hide myself. When we left Salem it was directed by the arbitrators that we should not meddle with each other, and yet he (Iyanna Chetty) has prevailed on Rayalu to keep my brother in confinement. After confining him he sent for him and used threats to make him consent to obtain his signature.

What follows is the same account as the young brother gave (and he concludes thus).

Notwithstanding Balasami Chetty gave the written document\* of what passed (No. 3)—yet such is the practice of people in this place that now they pretend to say that that writing is forged.

Iyengar Chetty's plan was to get me confined in this place. I stated my complaint to you in consequence of Balasami Chetty's written acknowledgment of what had occurred.

*Enclosure (6).*

Translation of a certificate sent by Captain Macleod to Anna Chetty.

Anna Chetty, the son of Namakkal Krishna Chetty, having given into the charge of Iyengar Chetty three bags containing jewels, his own property, in the year Sadharana, with each bag sealed and along with them a list of the property they contained and Iyengar Chetty, having broke open the seals and taken out the list, pledged the jewels for a sum of money. Anna Chetty having heard of this fraud came to Salem and stated to the people of his cast what Iyengar had done. The cast decided that as Iyengar Chetty then had no money he should give his bond to Anna Chetty for cash to relieve the property in pledge

\* This was in the handwriting of Balasami Chetty.

at Tanjore which cash was to be delivered as a loan to Iyengar Chetty upon his (Iyengar Chetty's) making over the bags to Anna Chetty with all his jewels.

2. Accordingly both agreed to this settlement and the parties went to Tanjore. Afterwards Iyengar Chetty's son-in-law shewed the jewels to Anna Chetty who observed the bags had not his seals nor did they contain his list; he also discovered that some of the jewels had been sold. Besides there were silver articles in one of the bags which did not belong to Anna Chetty. For this reason and getting no account of his property he came and complained in the kachheri that Iyengar Chetty had defrauded him of his property. Upon this Iyengar Chetty was sent for and asked respecting the jewels. He replied that 'it was true his property was given to me to be taken care in three bags' but made use of an excuse for not returning them for which reason he was confined at Namakkal. Afterwards he agreed that he would abide by the decision of arbitrators of his own choosing. On his part he named Rama Chetty, Muthyal Chetty, Puttaiya Chetty, Buddanarasinga Chetty and Chakrapani Chetty to be those on his part and gave a written agreement that he would be satisfied by the award of arbitrators if the said five formed half the number.

3. Upon this and security being given for his appearance, ten arbitrators met at Salem five of whom were those abovenamed. The arbitrators determined with the consent of the parties that Anna Chetty should lend 360 pagodas to Iyengar Chetty through them (the arbitrators) to be carried to Tanjore and that Iyengar Chetty or some persons on his part should produce a certificate of Anna Chetty (signed by him) of his Anna Chetty having received the whole property he claimed. After the matter being thus settled, Iyengar Chetty sent his son-in-law to Tanjore and managed to get the brother of Anna Chetty confined at Tanjore, which proves Iyengar Chetty being guilty.

*Enclosure (7).*

First award.

The decision of the arbitrators in respect to the dispute between Iyengar Chetty and Anna Chetty, viz.—

|                     |                    |
|---------------------|--------------------|
| For Anna Chetty     | For Iyengar Chetty |
| Seshachala Aiyangar | Puttaiya           |
| Srinivasa Aiyangar  | Muthyal Chetty     |
| Kasturi Chetty      | Rama Chetty        |
| Ādinārāyana Chetty  | Chakrapani Chetty  |
| Gunāma Reddi        | Narasinga Chetty   |

We, in number ten, having made the necessary investigation make the following decision. We demanded of Venkatapathi Chetty to inform us of what had happened at Tanjore when he and Anna Chetty went there sometime ago. He replied 'It was settled in Salem by people of our cast that he should lend me\* 1,000 pagodas, but after arriving at Tanjore he objected to advance me that sum and for that reason I had not the means of paying a debt of 360 pagodas which I owed at Tanjore for the payment of which debt, viz., 360 pagodas, the arbitrators at Tanjore had agreed to obtain for me his (Anna Chetty's) certificate of his having received his whole property.'

2. After this Iyengar Chetty gave us a written agreement to this effect that if now Anna Chetty would through us (the arbitrators) advance him 360 pagodas—he (Iyengar Chetty) would produce his (Anna Chetty's) receipt in full of his having received the contents of his three bags.

3. We afterwards explained to Anna Chetty what Iyengar Chetty had said and proposed and he replied 'I am ready to advance 360 pagodas through you, if he will produce my acknowledgment of having received all the jewels which were deposited in the three bags—I am also ready to proceed to Tanjore along with him according to the agreement I have given you. For if Iyengar Chetty can show my certificate of having received my property I shall make no further demand on him.'

\* Iyengar Chetty's son-in-law.

4. We ten persons having heard the claimant and defendant adjudge that in the event of Iyengar Chetty's failing to produce the written certificate of Anna Chetty expressive of his (Anna Chetty's) having received his whole property which was deposited in the three bags, he (Iyengar Chetty) must be held responsible for the whole property which the three bags contained according to the valuation of Anna Chetty.

This is our award on the 20th of Purattasi, year Pingala (about 3rd October 1797).

[The signatures of the ten arbitrators mentioned above]  
(Signed) Iyengar Chetty.  
Anna Chetty.

Second award.

The award of the arbitrators:

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| On the part of Iyengar Chetty—5 viz: | On the part of Anna Chetty—5 viz: |
| Püttaiya                             | Srinivasa Aiyangar                |
| Chackrapani Chetty                   | Seshachala Aiyangar (not present) |
| Muthyal Chetty                       | Kasturi Chetty (not present)      |
| Rama Chetty                          | (Palnool) Ādinārāyana Chetty      |
| Narasinga Chetty                     | Gunāma Reddi                      |

In respect to the cause in dispute between Iyengar Chetty and Anna Chetty, we before settled that Anna Chetty should give to Iyengar Chetty 360 pagodas, and that Iyengar Chetty should (according to the agreement he gave us) produce in the course of two months a certificate given in writing by Anna Chetty of his (Anna Chetty's) having received the whole of his jewels which had been in the three bags. And as Iyengar Chetty has not conformably to his agreement produced the said certificate we therefore award that Iyengar Chetty should pay to Anna Chetty the 10,000 pagodas at which Anna Chetty values his property. As Iyengar Chetty is not disposed to pay that sum—we are obliged to leave it to the Sarkar to compel him to give his property to him (Anna Chetty).

This is our award on the 8th Panguni, year Pingala (about the 21st March 1798).

[The signatures of the eight arbitrators present mentioned above]  
*Enclosure* (8).

Demi-official from ALEXANDER MACLEOD, Resident at Tanjore, to WILLIAM MACLEOD, Assistant Collector, dated the 7th February 1798.

Enclosed is a petition delivered to me by Iyanna Chetty and Venkatapathi Chetty. The subject of it has been under the consideration of certain arbitrators both here and at Salem. The Tanjore arbitrators named Balasami Chetty, Kotta Chetty, Gurumurti Chetty and Lakshmana Chetty are now come before me; they produce, read and sign a cadjan being their settlement of the cause and declaring one of the parties named Anna Chetty to be in the wrong; a duplicate of this decree was, as the arbitrators state, forwarded to the Salem arbitrators some time ago.

2. I also enclose the declaration of Adiappa Chetty, a sowcar here, which confirms some of the allegations in the decree.

3. I remember perfectly well that some jewels belonging to Iyanna Chetty, at least produced by him, were valued publicly in the kachheri while I was Collector of the Tiruvadi subah. These jewels were to be sold by outcry in order to satisfy a claim of one Kunjimalai Mudali.

4. The above document which I have sent may perhaps afford you light enough to determine the dispute between the parties.

*Sub-Enclosure* (1).

To

ALEXANDER MACLEOD BAHADUR, ESQUIRE, Resident of Tanjore.

The humble petition of Iyanna Chetty and Venkatapathi Chetty, the son-in-law of Iyengar Chetty of Baramahal district.  
Humbly showeth.

Your petitioners most humbly beg leave to acquaint your honor that some years ago one Anna Chetty have pledged 3 bags of jewels and received some

pagodas upon that from my father-in-law. I mortgaged and received 2,000 and odd pagodas from Munkatta Chetty, who has mortgaged to Kunjimalai Mudali the dubash to Captain Mackally, and after some trouble happened to Munkatta Chetty on which Kunjimalai Mudali complained to his Master Mackally, who have applied to your honor. Your honor have sent for Kunjimalai Mudali with 3 bags of jewels and ordered him to put down out-cry in the presence of the merchants of this place upon which Anna Chetty followed me to answer him the 3 bags of jewels which he has mortgaged to me and I followed Munkatta Chetty to answer me, the 3 bags of jewels which I mortgaged to him who answered me that he has mortgaged to Kunjimalai Mudali for which I made complaint with 4 arbitrators who have properly enquired and settled by the arbitrators that I should pay 360 pagodas to Anna Chetty and he should pay receipt for receiving 3 bags of jewels, no further claim. After these I should give receipt to Munkatta Chetty; at that time was not security in my hand to pay him 360 pagodas; for this purpose I have sent a man to Baramahal to get the money who has brought cloth for that sum. Besides Anna Chetty have violently stopped the cloth in the road as soon as reported. I had been to Baramahal and after Anna Chetty has made false complaint with Mr. Macleod of Baramahal who ordered to put iron chain and close confinement to my father-in-law named Iyengar Chetty. After I had represented everything to Mr. Macleod what was settled by the Tanjore arbitrators, for which Mr. Macleod have appointed 10 arbitrators for both sides to examination and get at the truth, the arbitrators called us and desired me to explain the cause what is passed at Tanjore—I explain them what is passed at Tanjore—after they sent for Anna Chetty and asked him, Anna Chetty said none been settled from nobody at Tanjore—after Baramahal arbitrators sent us both with their letter to Tanjore arbitrators with 360 pagodas according their direction. I am waiting since these 48 days at arbitration my defendant also here without meat the arbitrators. Arbitrators send for him several times, he don't mind them; now one eldest brother is run away, another young is here at this time. I am fear suppose that he will run away too.

Therefore I most humbly beg your honor will be pleased to send for my defendant and arbitrators and order him to conduct according the former decision.

We have no any other protection but your honor; your petitioners as in duty bound ever pray.

*Sub-Enclosure (2).*

Translation of the written declaration given by Adiappa Chetty, son-in-law of the sister of Anna Chetty to the arbitrators at Tanjore, namely, Balasawmi Chetty, Gurumurti Chetty, Kotta Chetty, Subrahmaniya Chetty and Lakshmana Chetty, 29th Margali in the year Pingala.

1. That formerly when Venkatapathi son-in-law of Iyengar Chetty and Anna Chetty had come hither on account of some jewels which were mortgaged to Iyanna Chetty I was present myself at that time.

2. Anna Chetty desired me to stay here ten days and told me that his claim upon Iyengar Chetty was lastly settled at 360 pagodas which he said to me the latter owes him, and also told me a man who is gone to bring the said money has not come still.

3. In this time Muthia Mudali (as he was hopeless to recover money from Iyanna Chetty) wished to sell the jewels (mortgaged to him by Iyanna Chetty) in out-cry.

4. One day I went along with Anna Chetty to Muthia Mudali's house where I saw some people were examining the jewels of the former who having eyed with an attention told some silver jewels he did not think to be his, this said, we both came away from thence, and I went away my home.

5. After the said period I do not know what was past between Anna Chetty and those merchants, till some other day on which as I was sitting by Anna Chetty, the latter told me that that day his jewels were going to be put in out-cry, as soon as he spoke this a certain man came from Iyanna Chetty, saying Iyanna Chetty is waiting on him to put his jewels in out-cry.



6. Whereupon we both went to a certain church wherein I saw the people assembled to the sale of Anna Chetty's jewels. In this time the latter (as he was ashamed) desired me to stay thither in the room of him and take care that his jewels may be sold to a good price.

7. This I have accordingly performed by his order and having written particular accounts of the sale delivered it up to the said Anna Chetty who not only took my accounts but also copied in his book.

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32.

(1)

*Petition—*

*From—*Krishnappa Chetty and Rama Chetty,  
son-in-law of Narasu Chetty.

*To—*Lieut. Col. ALEXANDER READ,  
Superintendent of the Ceded districts.

Humbly setteth forth,

That Arni Chetty has borrowed and received of your petitioners the sum of 4,500 pagodas for which he has given us a bond specifying that it shall run the interest at the rate of  $2\frac{1}{2}$  star pagodas per month. That your petitioners have received from time to time in the course of five years and in small sums to the amount of 3,733 pagodas on account of the said bond. That afterwards he gave an order upon Peishkar Venkatachala Iyer for 400 and upon Kuppa Iyer 200 pagodas and your petitioners gave him an order for the remainder 167 to be delivered to Ragavandra Naick which has not been accomplished as well as the other two sums that were ordered by him; in consequence your petitioners have at length due to them by Arni Chetty 767 pagodas.

2. That Arni Chetty pleads inability of paying the interest at the rate shown in the bond by reason of its amounting to a considerable sum wherefore he agreed to pay at the rate of  $1\frac{1}{2}$  pagodas per month which comes to 2,270 pagodas.

3. That these circumstances have been laid before your honor and it being referred to the decision of the Panchayat your petitioner complied, but Arni Chetty relapsing in his former agreement has through the decision of Kamatchi Chetty agreed to pay the above remainder 167 and a present of 66, total 233, at present to which your petitioners have concurred; but for all this during your honor's late absence he comes forward with saying your petitioners may wait nine months for the payment thereof. To this your petitioners cannot agree. Arni Chetty has dealt with other sowcars like us and says whenever he pays them any interest that he would pay your petitioners likewise for which being asked a written agreement he seems to deny it notwithstanding the said Arni Chetty replied before your honor as he has charged to my peons the sum of 1,400 pagodas is all quite false but he will be charged only hundred or two hundred pagodas for which your petitioners rejected into the interest 1,363 pagodas.

These cases your petitioners lay before your honor hoping to experience due justice and restoration of our claim and your petitioners as in duty bound shall ever pray.

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(2)

Rama Chetty and Krishna Chetty, *gumastahs*, are sent with a complaint on behalf of their master Nurra Chetty Sowcar against Arrenappah Chetty of Kangundi to the following effect:—

2. That about 20 years ago Hyder Ali Khan took Kangundi and imprisoned the Poligar Virappa Nayudu whose Peishkar Chinnarayana with one Venkata

Chetty went to the house of Nurra Chetty (brother of the latter) telling him that the Sarkar demands from Virappa Nayudu the sum of 20,000 pagodas and that in case of compliance he should be set at liberty and his country restored to him. That Nurra Chetty the sowcar said that all matters of this nature are settled between one Govinda Chetty (then residing at Kangundi) and himself; as to the peishkar and Venkata Chetty he would never place the least confidence in them. At this answer Arrenappah Chetty who was present consulted Nurra Chetty then and for 3 or 4 days after on the same subject who said that if the said Arrenappah would promise to be security for the above sum he would immediately pay it to the Sarkar—accordingly the said Arrenappah Chetty gave a bond dated the 2nd October 1778 in the name of Govinda Chetty and himself for the amount of 4,500 cy. pagodas. That after the bond was written Nurra Chetty asked Arrenappah Chetty how could he venture to add Govinda Chetty in the bond and he not here present, to which the latter replied that if Govinda Chetty does not consent to the bond in question he would hold himself responsible for the whole amount and to that effect a written agreement passed between them. That Nurra Chetty then paid the Sarkar the sum agreed for, the country was restored to Virappa Nayudu and Chinnanārāyanan his gumastah was sent to Kangundi to take possession of his master's concerns; remaining 10 or 5 years at Kangundi he collected in the space of that time cy. ps. 3,132 as. 6 which he delivered to Arrenappa who paid it to Nurra Chetty as part payment of the money lent which left a balance due of 1,367-4 cy. ps. This sum was demanded the year following by Nurra Chetty who sent his gumastah Rama Chetty to Kangundi for it in compliance of which Arrenappah Chetty advanced as part payment again Ps. 600-4 fs. That to effect the payment of the rest, viz., 767 a bond was made out for 400 in the name of Venkatachalayya at the rate of 5 per cent for the first and  $2\frac{1}{2}$  for the succeeding months, one for 200 in the name of Kūppiah at the same rate as the above and another drawn up by Arrenappa for the remainder 167 in the name of Kakanty Ragavendra Nayudu at the rate of 2 per cent per month. That the interest due thereon from the 2nd October 1778 to the 27th Palgun 1783 is 3,408-4 calculated at the rate of  $2\frac{1}{2}$  per cent per month the interest amounting thus considerable a sum the said Nurra Chetty agreed to lower the rate at  $1\frac{1}{2}$  per cent which made the interest only 2,045 cy. ps. There fell due on account of chillar kharch 225 ps. that Rama Chetty was to distribute among the samastanam people. For this sum with the former amounting to 2,270 Rama Chetty applied to Arrenappa Chetty for payment who referred him to Venkatachalliah, peishkar to the samastanam. He in consequence wrote a bond for that sum including 270 interest due to Arrenappa Chetty on account of partnership with Rama Chetty, total in all 2,540, specifying therein that the annual produce of 6 villages shall be paid in lieu thereof.

|                             | PS.   |
|-----------------------------|-------|
| In Krodhi or 1784 ... ..    | 840   |
| In Visvavasu or 1785 ... .. | 850   |
| In Parabhava or 1786 ... .. | 850   |
|                             | 2,540 |

It must be noticed that 270 is included in this sum belonging to Arrenappa Chetty.

3. This bond was accompanied with security written in the name of Chinna Krishniah father of Arrenappa Chetty. That Rama Chetty afterwards remarked to Arrenappa Chetty that he had given him a deed of acquittance promising to return back all the bonds and other agreements that he had hitherto had from him; but that he finds 767 pagodas per 3 months has not yet been paid. That for a considerable time Arrenappa Chetty has enjoyed as he still does several privileges, viz., one village and pension per annum since the year 1783, one village since the commencement of the Company's government and he being asked by Rama Chetty for the payment of the above and the interest, etc., amounting to 2,240 pagodas, he strenuously refuses compliance. Rama Chetty asserts two reasons for his not demanding his money in Hyder's time. First

because his master Nurra Chetty and himself were imprisoned for a default in payment to the Sarkar and secondly, that Kangundi was taken by Tipu, and the peishkar Venkatachalayya was put in confinement. That since the commencement of the Company's government in the year 1794, Nurra Chetty wrote a letter to Arrenappa Chetty and sent it by his son-in-law Krishnayya Chetty and his gumastah Rama Chetty demanding the money he owed him who was answered that he would converse with Venkatapathi Nayudu the present poligar, brother to Virappa Nayudu, and discharge the debt. In this manner he put them off for 3 or 4 months; Arrenappa Chetty then told Krishna Chetty and Rama Chetty that he and the Nair were on very indifferent terms and that it would be more suitable for them to wait upon him. They then went and told him that they had a bond against Arrenappa Chetty on account of interest due, etc., to the amount of 2,540 pagodas and an order on Venkatachalayya for 400 pagodas, making in all 2,940 pagodas. The Nair then questioning them in what manner this money was due them, they rehearsed the whole circumstance from the beginning. That the Nair answered his brother being dead; he knew nothing of this affair, but that however, it should be enquired into, and in case Arrenappa Chetty should be brought in to pay it he would use his influence towards its payment. They brought this answer to Arrenappa Chetty who on hearing it told them that there was no time to argue about it at present but would turn to it in the course of six months; so saying he sent them back to Nurra Chetty with a letter nearly to the following effect.—The money due you and me by the Raja seems to be irrecoverable by reason of his refusal in paying it; having his bonds for the debt due us, I shall send for them and produce them before him and whatever his answer may be, I will let you know; you ought to have made your demand long before this, for at this time it is rather troublesome to procure any sum of money. In 1796 Arrenappa was sent to Krishnagiri to pay the Kangundi kist where Rama Chetty and Krishna Chetty having gone on some business they met together. They insisted on Arrenappa Chetty's then paying them the money he owed, but he excused himself saying that he was just beginning to form a friendship with the Nair and that if they were to wait for two or three months he would pay them. They agreed and after the space of two months, they finding themselves deceived then also, they complained of him to Captain Graham who upon hearing their complaints sent for Arrenappa Chetty and heard both parties, but was delayed for a determination on account of Captain Graham's making his tour to the several districts in his division. Wherefore Rama Chetty and Krishna Chetty do now lay their case before Hazrat Read Sahib and beg they may be treated with his protection as far as the merits of the case may deserve a just determination on the dispute in question. The following is the discourse that passed between Rama Chetty and Arrenappa Chetty. Arrenappa says that the money said to have been paid by Nurra Chetty to obtain the liberty of Virappa Nayudu never came out of his hands, that in consequence of which he remained in prison to the day of his demise. Wherefore he says the interest demanded is an unjust one. Rama Chetty in answer said that Nurra Chetty was a person that always dealt faithfully with the Sarkar especially in money concerns and that he never kept back (to his knowledge) any sum from the Sarkar that was deposited to his care with orders to be delivered when called for. The reason of Virappa Naidu's not being released was that there was an enmity existing between him and his peishkar Chinna Narayana. Arrenappa Chetty said that all the sowcars were ordered by the Sarkar not to receive any interest on whatever sum of money the Sarkar may have occasion to borrow, Rama Chetty allows that there has been such an order issued by Tipu Sultan but he observes that Arrenappa Chetty and Nurra Chetty are both of them sowcars wherefore it is not prohibited they should charge interest for what money they may transmit with. Arrenappa Chetty says that Harichandra Sivaji and Annatha Chetty sowcars having lent money to make up the required sum for the releasement of the Nair, they never demanded any interest. Rama Chetty observes that the bond was taken from these sowcars on the principal being paid up which was not the case when Arrenappa Chetty gave bills to clear himself.

4. Arrenappa Chetty asserts that Rama Chetty enjoys an inam of one village whereby he reaps much benefit. Rama Chetty replies that having built a

devastan he applied to Venkatachalayya Peishkar for wherewithal to support its expense, consequently he received this village named Bogapalli in 1784 but that he does not derive the least emolument whatever of its produce. He further observes that Arrenappa Chetty having once borrowed of one Venkata Chetty the sum of a thousand pagodas, he paid it up with interest and thinks he ought to do the same to Nurra Chetty. Rama Chetty says he has due to him on the whole the sum of 2,727 Ps. 4½ the particulars of which are as follows:—

|  |     |     |     |     |       |       |     |
|--|-----|-----|-----|-----|-------|-------|-----|
| On account of interest                                 | ... | ... | ... | ... | 2,540 | 0     | 0   |
| On account of an order upon Kakanty Ragavendra Nayudu. |     |     |     |     | 167   | 0     | 0   |
| Sundry sums  | ... | ... | ... | ... | 20    | 4     | 0   |
| Total  |     |     |     |     | ...   | 2,727 | 4 0 |

5. Rama Chetty finally asserts that the order on Venkatachalayya for 400 Ps. ought now to be paid by Venkatapathi Nayudu the present poligār in consequence of the former being deceased and the latter escheated his māniam and other privileges and that on Kuppiah for 200 by his brothers and sons for the same reason. But that the brothers and sons say that Venkatapathi Nair owes them that sum by which reason they are not able to pay it till they receive it from him. The brothers and sons came to complain of the Nair to the Huzur where they met together and they told Rama Chetty that they had nothing to do with Kuppiah's affairs in consequence of which his demand is useless and of no effect.

6. If further proof is required to corroborate the above affair he begs leave to refer it to Rama Rao and Uppa Chetty who are now at Kangundi.

## (3)

Arrenappa Chetty's answer to the complaint made on behalf of Nurra Chetty, sowcar, by his gumastahs Rama Chetty and Krishna Chetty.

That in the year 1778 Srinivasa Rao was sent with an armed force by orders of Hyder Ali Khan to take possession of Kangundi which they did and carried Virappa Nayudu and family to Seringapatam where he was confined. Srinivasa Rao told his master after being entreated by the poligar that a sum of money was offered as candani for the restoration of the country and liberty of the poligar to which His Highness agreed and desired it to be put in force. Srinivasa Rao having made this known to the Nair his peishkar Chinna Narayana was sent for to go to the presence and asked what sum of money he was to pay in the meantime stating to Hyder Ali Khan the poverty he is reduced to and his inability to pay any considerable sum of money. He was answered that he must produce at all events the sum of 20,000 Ps. as candani on condition that Nurra Chetty and Ananthan Chetty, etc., sowcars, should be answerable for that sum to the Sarkar. Accordingly Chinna Narayana went to the above sowcars and requested of them to be security to the Sarkar for the sum above mentioned due by the poligar. They answered that they could not trust him nor the samastan people as being a people of no wealth; whereupon he returned with this answer to the presence. The Nabob after this, sent for the sowcars Ananthan Chetty, Nurra Chetty, etc., and told them that previous to the Nair's continuing in prison till the money is produced they were only to give their word that they would pay the sum when the Nair's peishkar and principal men should be sent to Kangundi to collect it and bring it to him at Seringapatam. After their being sent away with this instruction the peishkar was sent for and told that the sowcars were desired to advance them money to effect the acquittance of his master and that he had only to proceed and entreat them to give their words that they would advance it. He accordingly met with the

sowcars and after promising that he would reimburse it, he bestowed upon them munniwutty or presents as follows :—

| Names.                    | Tusreefs, etc., to sowcars. | Presents, etc., to under-agents. | Total. |
|---------------------------|-----------------------------|----------------------------------|--------|
| Nurra Chetty ... ..       | 250                         | 60                               | 310    |
| Sankar Chetty ... ..      | 250                         | 70                               | 320    |
| Ananthan Chetty ... ..    | 250                         | 70                               | 320    |
| Harichandra Sivaji ... .. | 250                         | 70                               | 320    |
| Total ... ..              | 1,000                       | 270                              | 1,270  |

2. In consequence of this they agreed to contribute towards advancing the above money 20,000 in the following manner :—

| Names.  | In specie or money. | In bills. | Totals. |
|---|---------------------|-----------|---------|
| Nurra Chetty ... ..                           | 500                 | 4,500     | 5,000   |
| Do. per order on Sri Rama Venkattappah ... .. | ...                 | 1,000     | 1,000   |
| Total Nurra Chetty ... ..                     | 500                 | 5,500     | 6,000   |
| Sankar Chetty ... ..                          | 500                 | 4,500     | 5,000   |
| Ananthan Chetty ... ..                        | 500                 | 4,000     | 4,500   |
| Harichandra Sivaji ... ..                     | 500                 | 3,860     | 4,360   |
| Tusreef to the Samastān by Hyder Ali Khan.    | 140                 | ...       | 140     |
| Grand Total ... ..                            | 2,140               | 17,860    | 20,000  |

3. The ready money 2,140 was given by the Nair to the sowcars who became answerable to Sarkar for the whole 20,000.

4. The bills or promissary notes for these sums was then given by Chinna-Narayan, samastān Peishkar, to the sowcars. These sowcars were willing but not having entire dependence on the [ . . . ] that Krishna Chetty, father of Arappa Chetty, would be his security, act as principal in the business. He consented and they accordingly unanimously created Chinna Krishna (assuring him that there was no apprehension of his suffering any loss on that account) as agent and representation in the presence as being an experienced person in the whole samastan. Chinna Narayana likewise joined them in thus appointing Chinna Krishna to transact the business. On his agreeing to this they delivered over all the Peishkar bills to him and took his bonds for them, with the signature of Arrenappa Chetty and after that appearing in the presence gave their words that they would advance the sum. After their promise was made Hyder dismissed the family and dependants of the Nair retaining him only and Chinna Narayana arrived safe in Kangundi. That Chinna Narayana continued collecting the revenues of the country when the sowcars sent their peons and agents to the Peishkar with orders to demand the money they had advanced. That he punctually kept paying them time after time the principal due the sowcars, besides affording daily batta to peons, etc., who came to him, among whom Rama Chetty gumastah to Nurra Chetty received by the year Shobhakrit or 1783 the sum of 3,132 pagodas 6 fs. on account of his bond for 4,500 which made the sum still due 1,367 pagodas 4 fs. Rama Chetty afterwards on having called on the Peishkar for this balance it happened he was dead but his son Venkatachalayya paid it through Arrenappa Chetty, whereby the principal was entirely cleared up. On demanding the bonds, etc., which amounted to six different papers Rama Chetty gave a promissary note that he would bring them the first opportunity that offered. That Rama Chetty called on the new Peishkar Venkatachalayya son and heir to the former samastān Peishkar and demanded of him interest for the money lent. That he was answered that there has been no

appearance of the Sarkar having received the total amount due by the sowcars by not having received the receipts that on which account the Nair remains still in confinement and that for this reason the interest could not be paid him. That Rama Chetty replied to this that his master being at Seringapatam he will write him to use his influence in the presence to set the Nair at liberty and to forward the receipt besides opening a correspondence between the samastan people and him. This he spoke in order to remove every apprehension prejudicial to the Nair. That the Peshkar on conceiving that Rama Chetty had it in his power to do as he had said and likewise having had instances that Nurra Chetty's words were weighty in the presence he conferred on Rama Chetty an inam of one village named Pedda Bogalpalli and a present in cash and after calculating the interest on 4,500 pagodas which was advanced at first found it to amount to 2,045 which with a sum 225 (that Rama Chetty said he had use for and that the Peshkar was to disburse on account of him) came to Ps. 2,270. That the Peshkar said he would clear this by letting him have several villages till it yielded the amount, which Arrenappa Chetty knowing observed that there fell due to him 270 on account of interest for money he also lent the samastan and that it may be included with the sum due Rama Chetty that he may be reimbursed. That consequently the Peshkar made out a bill for the whole, viz., 2,540 and specified in it that the produce of 6 villages shall be given till the whole is cleared. That these villages produce for Krodhi or 1784 was 840, for Visvasu or 1785, 850 and for Parabhava or 1786, 850, total 2,540. That is, bill was made out in the year Krodhi or 1784 in the name of Venkatachalayya as due to Nurra Chetty and on Arrenappa Chetty being requested by Rama Chetty to stand as security for it he refused. That on his refusing this, Rama Chetty declared he will neither endeavour to use the means of effecting the Nair's dismissal neither would he procure the Sarkar's receipts nor deliver up the bonds which remained still in his hands. That the Peshkar on consulting with Arrenappa Chetty observed to him the consequence of thus refusing compliance and begged he would comply with it immediately and said at the event of Rama Chetty's non-performance of his promise he would report on him in the presence whereupon Arrenappa Chetty complied and afterwards gave up the bond for the principal 4,500 ps. which Rama Chetty delivered to the Peshkar from whence it came. That it happened then there came a parwana sent by Tipu Sultan to the Amildar of Venkatagiri Rayappah to enquire at Kangundi why the money which was promised has not yet been received into the treasury and whether the sowcars have received the money of the samastan people or not. That the Amildar finding the sowcars were paid up all but the interest he resumed the villages which Rama Chetty was collecting his interest from. That Chinna Krishnaya, father to Arrenappa Chetty, having after this proceeded to Seringapatam represented in the presence the sowcars call for interest for the sum they had advanced and that the principal they had advanced was already paid them. That Mir Muhammad Sadik summoned all the sowcars and after observing to them their backwardness in remitting their amounts to the presence ordered they should give up whatever bonds they might have after settlement of accounts; conformably two sowcars namely Anandan Chetty and Harichandra Sivaji settled their accounts exclusive of interest and acquitted themselves, but, on Chinna Krishnaya applying to Sankar Chetty and Nurra Chetty for the bonds in their charge they answered that their gumastahs had them and that on their arrival they would produce them. That all these sowcars became greatly indebted to Tipu's Sarkar by reason of their having fallen in arrears on which account Tipu confined and proclaimed in every taluk to forward an account of the interest they had imposed on the people and that in future no sowcar is to exact any interest upon money lent. That Tipu in the year Visvasu sent a small party and resumed the samastan imprisoning the Peshkar whereupon the poligars fled to Payenghat. That about this time Arrenappa Chetty used to reside either at Seringapatam or Bangalore.

5. Statement showing what has been paid to the sowcars till the resumption of the samastan on account of money received for effecting that poligar's dismissal :—

| Names.                    | On account of principal. | Munniwutty, etc.          |                           |              |        | Villages. |
|---------------------------|--------------------------|---------------------------|---------------------------|--------------|--------|-----------|
|                           |                          | On account of munniwutty. | Presents to under-agents. | Daily batta. | Total. |           |
| Nurra Chetty ... ..       | 4,500                    | 250                       | 60                        | 1,100.       | 1,510  | 1         |
| Sri Rama Chetty ... ..    | 1,000                    | ...                       | ...                       | 200          | 200    | ...       |
| Sankar Chetty ... ..      | 4,500                    | 250                       | 70                        | 700          | 1,020  | ...       |
| Ananthan Chetty ... ..    | 4,000                    | 250                       | 70                        | 700          | 1,020  | ...       |
| Harichandra Sivaji ... .. | 3,860                    | 250                       | 70                        | 500          | 820    | ...       |
| Total ... ..              | 17,860                   | 1,000                     | 270                       | 3,300        | 4,570  | 1         |

6. Arrenappa Chetty asserts that during Tipu's government no person came to him to demand any interest but since the commencement of the Company in the year 1794 Rama Chetty and Krishna Chetty having called upon Venkatapathi Nayar the present poligar and brother to the former demanded saying that they had a bond in their possession in the name of Arrenappa Chetty for which interest is due to which the Nayar replied that so far from their deserving any interest from him they ought to repay what they had received from the late Peshkar on account of his brother having died in prison just because they did not remit the sums of money required as ransom besides which he said that the samastan had been resumed for the same reason ; on hearing this they departed.

7. In the year 1796 Rama Chetty and Krishna Chetty went to Captain Graham and complained that money was due them by Arrenappa Chetty and they could not get him to come to a settlement ; he was sent for and each of them laid their case before Captain Graham. They were told that these transactions being of as old a date as upwards of 20 years they could not be easily decided. On hearing this they returned to their habitations but Rama Chetty being dissatisfied a fair opportunity he lays them before Colonel Read—but Arrenappa trusting the above circumstances may be weighed seriously in the decision and at the same time relying on the justice and humanity of Colonel Read he lays this his case with submission for a final determination.

8. Rama Chetty, gumastah to Nurra Chetty, demands of Arrenappa Chetty payment on account of the following bonds :—

|   | Pagodas. |
|---|----------|
| One on Ragavaidre wrote by Arrenappa Chetty ...   | 167 0    |
| One on Venkatachalayya as interest, &c <sup>a</sup> : to which Arrenappa Chetty fixed his signature as security ... | 2,540 0  |
| One on Arrenappa Chetty himself as interest ... ..  | 20 3     |
|   | 2,727 3  |

Arrenappa Chetty declares that conformable to what is said in the first bill viz., that whosoever should produce it shall receive payment he will be answerable for the amount on its production, but that he finds no reason to pay up the other sums,

1st because the money he advanced was on account of the Sarkar and not on account of individuals ;

2nd because the money he had advanced had never went into Tipu's treasury but he has been reimbursed the amount for which reason the late poligar continued in prison till he died ;

3rd because there came a parwana from Tipu prohibiting sowcars in every taluk from charging interest on money borrowed on account of their backwardness in forwarding what money they had belonging to the districts ;

4th because when Rayappa the Amildar of Venkatagiri came and resumed the six villages Rama Chetty was allowed to take the produce of it in lieu of the balance due him, he did not make it known to him in order to bring his claim forward;

5th because while Sankar Chetty brother to Nanjunda Chetty was continually troubling his father Chinna Krishna Chetty for interest, Arunachalayya the Amildar of Oskotta received a letter (as translated) from Mir Muhammad Sâdik Diwan to inform Sankara Chetty that sowcars are disallowed taking any interest and that therefore he ought not to demand it of Chinna Krishna Chetty;

6th because when Arrenappa Chetty settled with Anantha Chetty the part of the account that he kept jointly with Guruvappa Chetty he paid no interest and when he cleared accounts with Harichandra Sivaji he did also exclusive of interest;

7th should it be asked why the bonds belonging to Nurra Chetty were not taken from him at the time that those of the others were, the answer is because he was then confined so strictly that no one could have an opportunity of bringing him to a settlement;

8th Sri Rama Venkatappa during last war in the year 1791 having demanded interest for the thousand pagodas he had advanced was denied—but on his demanding his portion of munniwutty, etc., Arrenappa Chetty gave him by the desire of several people the sum of 55 cy. Chackrams (which is not interest but munniwutty) and after that took his bonds;

9th during the whole period of Tipu's government of upwards of the [P] years Nurra Chetty never came forward to demand interest and whenever he was asked to deliver up the bonds which were still in his possession he promised he would, but never mentioned a word of interest. Probably he did not attempt then for fear of being informed on to Tipu and

Lastly, Rama Chetty says that Arrenappa Chetty enjoyed considerable privileges at the time these sums were advanced to which Arrenappa Chetty replies that the privilege viz., one\* Nellaraulpalli were bestowed on him from a long time back by reason of his dealing with the Sarkâr and not particularly for transacting with sowcars and that after the commencement of the Company's government he has been granted a village named Chamguttapalli additional to his former inâm.

*Enclosure.*

Translation of a letter from Mir Muhammad Sadik, Diwan to Tipu Sultan, to Arunachalayya, Amildar of Oskotta.

"Nanjunda Chetty, brother to Sankar Chetty, has sent for Kolar Chinna Krishna to Narasapuram where he is at present and troubles him greatly. What is the reason? It is said they have been paid up for the money they had advanced the Sarkar on account of Kangundi, there appears no reason for interest being allowed as orders have been already given from the presence that none should be paid for it in consequence of which I have wrote likewise. The rest of the sowcars have been ordered and accompanyingly (sic) settled. You are to order Nanjunda Chetty in the like manner and prevent his bringing any complaints here. These are to be understood dated 19th Safar-ul-Muzaffar 1198 Hijiri or 1784 A.D.—

|  |                   |
|--|-------------------|
|  | Ch <sup>s</sup> . |
| The following sums were given the sowcars as presents according to custom in order they should advance the money for the restoration of the Kangundi poligar | ... 1,000         |
| Doceurs to under-agents and assistants of the sowcars  | ... 270           |
|  | 1,270             |

\* The name of a village.



*Statement of the sowcars contribution.*

|                        | Names.                                     | In specie. | In bills. | Total.        |
|------------------------|--|------------|-----------|---------------|
| 2nd of Bhedurpad 1779. | Nurra Chetty ... ..                        | 500        | 4,500     | 5,000         |
|                        | Sri Raa Venkatappa ... ..                  | ...        | 1,000     | 1,000         |
|                        | Sankar Chetty ... ..                       | 500        | 4,500     | 5,000         |
|                        | Ananthan Chetty ... ..                     | 500        | 4,000     | 4,500         |
|                        | Harichandra Sivaji ... ..                  | 500        | 3,860     | 4,360         |
|                        | Tusreef given the samastan by Hyder ... .. | 140        | ...       | 140           |
|                        |  |            |           | <u>20,000</u> |

*N.B.*—Those sums made out in bills amounts to 17,860 p<sup>s</sup>. for which 5 bonds were made out by Arrenappa Chetty by the orders of Chinna Narayana Peshkar and then delivered to the sowcars by Arrenappa Chetty each bond at the rate of  $2\frac{1}{2}$  per cent per month.

After the bonds were delivered to the sowcars they went and declared in the presence that they would pay it and according to custom they went to the treasury and desired the principal agent of it to put their names down for the sums they promised to pay, in consequence of which the country was restored but the Nair remained in prison.

*Statement of Nurra Chetty's account.*

Dates  
7<sup>th</sup> Bhad.  
1779.

|   |                                    |                   |
|---|------------------------------------|-------------------|
|   | Bond given by Arrenappa Chetty ... | 4,500 0 0         |
| Received on account of the above bond at different times as follows:— |                                    |                   |
| 7 <sup>th</sup> Magum   | Received in cash ...               | 1,045 5 0         |
| 1779.   |                                    |                   |
| Chi <sup>t</sup> .  | 26 <sup>th</sup> 80 Do. ...        | 499 8 8           |
| Vr <sup>s</sup> .   | 25 <sup>th</sup> 81 Do. ...        | 158 7 4           |
| Kar <sup>t</sup> .  | 12 <sup>th</sup> 81 Do. ...        | 138 3 13          |
| Mar.  | 24 <sup>th</sup> 81 Do. ...        | 198 0 12          |
| Palg.   | 6 <sup>th</sup> 81 Do. ...         | 197 5 4           |
| Vr <sup>s</sup> .   | 29 82 Do. ...                      | 198 9 11          |
| Sra.  | 11 <sup>th</sup> 82 Do. ...        | 198 7 0           |
| Kart.   | 15 <sup>th</sup> 82 Do. ...        | 130 0 0           |
| Mar.  | 10 <sup>th</sup> 82 Do. ...        | 166 9 11          |
| Kart.   | 22 <sup>nd</sup> 83 Do. ...        | 200 0 0           |
| Palg.   | 27 <sup>th</sup> 83 Do. ...        | 600 4 0           |
|   |                                    | <u>3,733 15 0</u> |

3 bills given on individuals to effect the remainder sum of 4,500.

|   |                  |
|---|------------------|
| 1 on Venkatachalayya Peshkar for ... .. | 400 0 0          |
| 1 on Kuppiah for ... ..                 | 200 0 0          |
| 1 on Ragavendra Naick for ... ..        | 167 0 0          |
|   | <u>767 0 0</u>   |
|   | <u>4,500 0 0</u> |

Remains nothing ... ..

*N.B.*—After the principal was cleared up Arrenappa Chetty demanded of Rama Chetty the bond for 4,500, upon which Rama Chetty gave a promissary note that he would send it the first opportunity.

Batta given Nurra Chetty's gumastahs and other peons by the samastān amounting to ch<sup>s</sup>. 1,200.

*Account of interest.*

|      |  |   |  |     |     |        |        |           |
|------|--|---|--|-----|-----|--------|--------|-----------|
| 1779 | on 4,500 ch <sup>s</sup> .   | from the 7 <sup>th</sup> Bhad to the 7 <sup>th</sup> Mag. | being 5 months.  |     |     |        |        |           |
| 1780 | on ch <sup>s</sup> f. as.  | at 2½ per cent per month                                  |  | ... | ... | 562    | 5      | 0         |
|      | on 3,454   | 5 0   | from 8 <sup>th</sup> Mag. to 26 <sup>th</sup> Ch <sup>v</sup> .                | M.  | D.  | 2      | 18=224 | 5 0       |
|      | on 2,954   | 6 8   | from 27 <sup>th</sup> Chy. to 25 <sup>th</sup> Vy.                             | 12  |     | 28=955 | 4      | 0         |
|      | on 2,795   | 9 4   | from 26 <sup>th</sup> Vy <sup>s</sup> : to 12 <sup>th</sup> Kar <sup>t</sup> . | 5   |     | 16=384 | 5      | 0         |
|      | on 2,657   | 5 7   | from 13 <sup>th</sup> last to 24 <sup>th</sup> Marg.                           | 1   |     | 11= 90 | 8      | 0         |
|      | on 2,459   | 4 11  | from 25 <sup>th</sup> Marg. to 12 <sup>th</sup> Pal.                           | 2   |     | 11=145 | 5      | 0         |
| 1782 | on 2,261   | 9 7   | from 7 <sup>th</sup> Pa <sup>l</sup> . to 29 <sup>th</sup> Vy <sup>s</sup> .   | 2   |     | 22=154 | 5      | 0         |
|      | on 2,062   | 9 12  | from 30 <sup>th</sup> Vy <sup>s</sup> . to 11 <sup>th</sup> Sra.               | 2   |     | 11=122 | 0      | 4         |
|      | on 1,864   | 2 12  | from 12 <sup>th</sup> Sra. to 15 <sup>th</sup> Kar <sup>t</sup> .              | 3   |     | 3=144  | 4      | 0         |
|      | on 1,734   | 2 12  | from 16 <sup>th</sup> Kar <sup>t</sup> . to 10 <sup>th</sup> Marg.             | 0   |     | 20= 34 | 6      | 0         |
| 1783 | on 1,567   | 3 3   | from 11 <sup>th</sup> Marg. to 22 <sup>nd</sup> Kar <sup>t</sup> .             | ... | ... | 11     | 11=445 | 3 0       |
|      | on 1,367   | 3 0   | from 23 <sup>rd</sup> Kar <sup>t</sup> . to 27 <sup>th</sup> Palg.             | ... | ... | 4      | 4=141  | 2 12      |
|      |  |   |  |     |     | 3,405  | 3      | 5         |
|      | 1 per cent interest deducted   |   |  |     |     | 1,360  | 3      | 5         |
|      |  |   |  |     |     |        |        | 2,045 0 0 |
|      | Sundry charges to be paid on Nurra Chetty's account.                   |   |  |     |     | 225    | 0      | 0         |
|      | Interest due Arrenappa Chetty by Rama Chetty on account of partnership |   |  |     |     | 270    | 0      | 0         |
|      |  |   |  |     |     |        |        | 495 0 0   |
|      |  |   |  |     |     |        |        | 2,540 0 0 |
|      | Deduct the above sum due Arrenappa Chetty                              |   |  |     |     |        |        | 270 0 0   |
|      | Balance due Nurra Chetty   |   |  |     |     |        |        | 2,270 0 0 |

A bond was given by Venkatachalayya Peshkar in his name to Nurra Chetty for the sum of 2,540 chs. specifying them to receive the produce of 6 villages in lieu thereof as follows in 1,784 ch<sup>s</sup>. 840 0 0  
 in 1,785 ch<sup>s</sup>. 850 0 0  
 in 1,786 ch<sup>s</sup>. 850 0 0

2,540 0 0

Chinnakrishnayya, Arrenappa Chetty's father was named security. Rama Chetty never received the produce of the 6 villages because they were resumed soon after.

- 1st Rama Chetty says that out of 767 p<sup>s</sup>. due on the 3rd bond 600 is to be deducted and the remainder 167 is due him.
  - 2nd The bill on the interest due 2,540 pagodas, 270 on account of partnership with Rama Chetty is to be deducted and the remainder 2,270 is due him.
  - 3rd There is another bill for 20— 3— on Arrenappa Chetty which is also due him.
- To the above three charges Arrenappa Chetty says that if Rama Chetty brings him the bond for 167 pagodas he will pay it and as to the interest brought

against him he is not under any obligation to pay. For further particulars he begs to refer himself to the answer he gave in lately to the complaint made on him by Rama Chetty.

Arrenappa says the sowcars were paid from time to time by the peshkar who first paid up 3,132 and that his son Venkata Chetty paid up the balance 1,367 when Rama Chetty promised to deliver up the bonds for the amount, a bond for 600, one for 200, 1,600 ready money and a bond for 167 upon Ragavendra Naick sowcar. Rama Chetty says the sowcars received the above 3,132 through Krishnappa Chetty or Arrenappa's father and not immediately from the peshkar. He likewise affirms that his master Nurra Chetty sent him the year after to Kangundi for the balance 1,367 when Arrenappa Chetty paid him in part 600 in cash, 400 by a bond on Venkatachalayya and 200 on Kuppiah and 167 by a bond on Rāgavent.

*Nota.*—It does not appear to signify who paid the sowcars as they gave receipts for the amount to Arrenappa Chetty whether he paid them or the peshkār. Though the bonds for 800 have never been paid and remain in the hands of Rama Chetty he makes no demand of them because he received them in part payment but he demanded the 167 because he received the bond for that in part payment in case of its being paid on presenting but as that has either been paid or lost, it cannot be decided on.

## 33

*Letter*—From J. B. TRAVERS, Esq., Deputy Secretary, Revenue Department.  
*To*—LIEUTENANT-COLONEL ALEXANDER READ, Superintendent and Collector, Baramahal.  
*Dated*—Fort St. George, the 3rd April 1798.

The Board desire you will immediately prepare and forward to them the case of every prisoner in confinement under you for murder or other capital offence; revenue defaulters, and such as are imprisoned for debt are not here alluded to; each case must form a separate number and contain copies of all the evidence against the prisoner, which the Board trust has been taken on oath. You will make such remarks on each case as you may think necessary, noticing what evidences are now living and where they reside.

## 34

*Letter*—From A. READ, Esq., Assistant to the Collector, Baramahal.  
*To*—Captain MACLEOD, Assistant Collector.  
*Dated*—Tiruppattur, the 3rd June 1798.

I am desired by the Superintendent to forward you the accompanying declaration of prisoners sent from your division for murder with a request that you will furnish every additional information regarding them that may be in your power.

## 35

*Letter*—From CAPTAIN THOMAS MUNRO, Assistant Collector.  
*To*—LIEUTENANT-COLONEL READ, Collector of the Baramahal, etc.  
*Dated*—Dharmapuri, the 30th June 1798.

On consulting with Major Cameron on the subject of your letter of the 19th May 1797, he appeared [approved?] entirely of the line drawn between the Civil and Military authorities—he thought the definition of military followers sufficiently explicit and saw no objection to its being published in orders.

2. In paragraph 6, after the words 'Live stock' or [?] of the words 'or any other article' were added, it would make the meaning more full and less liable to future [?]

3. It might also be proper to insert an additional paragraph giving notice that if any person on pretence of wanting foreign articles for his own use should afterwards be found selling them that he shall be fined or punished.

## ENQUIRY INTO COMPLAINT AGAINST CHINNARAMAYYA OF KANGUNDIPALAYAM.

Investigation into a complaint preferred by Shettee Lingam, inhabitant of the village of Budigur, in the Kangundi pollam, to Lieutenant-Colonel Read, Superintendent of the Ceded Districts, against Chinna Ramayya, parpetty or manager of the Chitasema or woody country belonging to the poligar of Kangundi. The complaint consists of three charges.

*1st Charge.*

In the year Krodhi or 1784 A.D. a brahmin named Sankara Venkataseshayya gave in charge by way of a deposit to Karagadu, the toti of the village of Kuppam, one hundred and three star pagodas, nine Pondicherry rupees, and a gold ring, and left the country. The toti gave information of this circumstance to me and Tipparaji, the karnam of the village, and I communicated it to Parpetty Chinnaramayya, who accompanied me to the toti and received the money and ring from him which sum he left in my possession and went to Kangundi. Eight days after he came to me and demanded the money under pretence of paying it back to Venkataseshayya and being afraid that he would not return to the Kangundi pollam upon his own promise of protection, he requested that I would sign a letter to him which I did, but no answer ever came to it. In the space of another month, I paid the money to the Parpetty. In the year Virodhikrit Sankara Venkataseshayya returned to the country during the management of Tym Nair, put me in prison on account of the aforementioned deposit, kept me in irons, inflicted corporal punishment on me and extorted from me the sum of one hundred and three star pagodas, nine Pondicherry rupees, which I have paid to Venkataseshayya in presence of Dassa Goud.

2. Karagadu, toti of the village of Kuppam having been duly sworn and examined, delivers the following deposition, viz., Sankara Venkataseshayya, brahmin, some years ago when he fled from this country left in my possession one hundred and three star pagodas, nine Pondicherry rupees and a gold ring after which Shettee Lingam came to me and asked if the above mentioned brahmin had not left such a deposit with me; I answered no, but he would not believe me and repeatedly said that he had done so, threatened to punish me if I did not deliver the deposit to him and frightened me in such a manner that I gave him the one hundred and three star pagodas, nine rupees and a gold ring.

Q.—by the Sarkar.—Did you ever go and tell Shettee Lingam that Sankara Venkataseshayya had left the deposit with you?

A.—No.

Q.—When Shettee Lingam came and demanded the money of you who was present?

A.—A person came with him.

Q.—Do you know the person?

A.—No.

Q.—Where was you when Shettee Lingam demanded the money?

A.—I was near the house of Venkataseshayya.

Q.—Was it at night or in the day that this circumstance happened?

A.—He demanded the money during the day, but I paid it to him at night.

Q.—During the day when Shettee Lingam came and threatened you, who accompanied him?

A.—He was alone.

Q.—What cast do you think the person was of who accompanied Shettee Lingam at night when you paid the money?

A.—I do not know, but Shettee Lingam afterwards told me that the person who accompanied him was Chinnaramayya Parpetty.

Q.—How many days after you paid the money was it that Shettee Lingam told you that Chinnaramayya Parpetty was the person who accompanied him?

A.—About ten days.

Q.—Did you ask Shettee Lingam who accompanied him or did he tell you of his own accord?

A.—Venkataseshayya sent a person to me for the money and as I had given it to Shettee Lingam, I took the person to him and he said that the money was given to Chinnaramayya Parpetty.

Q.—How was the person dressed that accompanied Shettee Lingam?

A.—He was covered with a cumbly.

Q.—Did he wear a turban?

A.—Yes.

Q.—Did the person speak to you?

A.—No.

Q.—Did you put the money into Shettee Lingam's own hand?

A.—Yes.

Q.—Did Shettee Lingam in your presence deliver the money to the person who accompanied him or did he tell you of his own accord?

A.—Venkateshayya sent a person to me for the money, and as I had given it to Shettee Lingam, I took the person to him and he said that the money was given to Chinnaramayya Parpetty.

Q.—How was the person dressed that accompanied Shettee Lingam?

A.—He was covered with a cumbly.

Q.—Did he wear a turban?

A.—Yes.

Q.—Did the person speak to you?

A.—No.

Q.—Did you put the money into Shettee Lingam's own hand?

A.—

Q.—Did Shettee Lingam in your presence deliver the money to the person who accompanied him?

A.—No.

Q.—Did Shettee Lingam and the other person converse in your presence?

A.—Nil.

Q.—Of what cast did the person appear to be that accompanied Shettee Lingam?

A.—I thought he was a brahmin named Tipparaji the karnam of the village.

Q.—What dress had Shettee Lingam on, when he came to you?

A.—The usual dress of a turban and cloths.

Q.—Was Chinnaramayya in the village of Kuppam that day and night?

A.—Yes.

Q.—When you took the messengers of Sankara Venkataseshayya to Shettee Lingam and demanded the money of him, was Chinnaramaya Parpetty present?

A.—No.

Q.—Was Chinnaramayya Parpetty then in the village of Kuppam?

A.—No.

Q.—How did you settle the matter with Sankara Seshayya's people?

A.—I referred them to Shettee Lingam and they quitted me.

3. Venkatakrishnayya, son of the late Sankara Venkataseshayya, being called on the part of the Sarkar, gives on oath this deposition:—I have heard that in the month Jaishta or June and year Krodhi or 1784 A.D. my father on account of a quarrel fled from the Kangundi Pollam and left as a deposit one hundred and three star pagodas, nine Pondicherry rupees and a gold ring in the hands of a toti of the village of Kuppam named Karagadu. He took up his residence in the province of Oskottah and afterwards sent a person to the toti for the money and he returned with a message that Shettee Lingam had forcibly taken the money from the toti. On which my father wrote to Shettee Lingam on the subject who acknowledged that he had taken the money but said it was only one hundred and two star pagodas, nine rupees and a gold ring. The messenger urged the restitution of the money or an answer. Shettee Lingam wrote and sent an answer purporting that he had taken the money, &c., from the toti and if my father would give an acknowledgement for the money it should be sent.

My father despatched another letter according to the Shetty's desire who wanted the person to give him the letter before the delivery of the money which the person refused. In this manner he put off the man for twenty days or a month who being tired of waiting returned. Some years after, my father came back to Kangundi and got repaid one hundred and three pagodas, nine rupees but the gold ring is still to come.

Q.—Do you know anything about Shettee Lingam having paid that sum to Chinnaramayya Parpetty?

A.—No.

Brahmin Anamaiya being called on account of the the Sarkar, has following questions put to him.

Q.—Did you ever bring a letter from Sankara Venkateseshayya to Shettee Lingam?

A.—Yes.

Q.—What answer did you receive from Shettee Lingam?

A.—Shettee Lingam told me that he had taken care of the money belonging to Sankara Venkateseshayya, that he was not desired to send it particularly by me, but would despatch it by any person that Venkateseshayya particularly mentioned.

Q.—Did Shettee Lingam say anything about his having given the money to Chinnaramayya Parpetty?

A.—No.

There being no more evidences to be called on the part of the prosecution of the 1st charge, it is closed and Chinnaramayya gives this defence:—In the year Krodhi or 1784 A.D., two Gouds named Girana and Caucauniyon Chinana placed a garrison in the fort of Kuppam. Sankara Venkateseshayya fled from thence and left some money in the hands of a toti named Karagadu who reported it to several people and Shettee Lingam came and communicated it to me and he and me at night went to the house of Venkateseshayya, sent for the toti and desired him to give us what Venkateseshayya had delivered to him, which he did and we came back to Shettee Lingam's house, and in the light of the lamp counted one hundred and three star pagodas, nine Pondicherry rupees, and a gold ring which I left with him and said 'If any of Venkateseshayya's people come to you, the money can be sent to him.' The money remained one month with Shettee Lingam. At this time Shettee Lingam rented the sunkom or customs and employed twenty-five of the pagodas after which I took from him the whole sum of one hundred and three star pagodas, nine rupees and the gold ring in the course of time. This circumstance became known to Buchayya, then manager of the Kangundi pollam who accompanied by the Goud Girana came to Kuppam sent for me and demanded the money. I replied 'the money is the property of Venkateseshayya; how can I give it to you?' Buchayya rejoined 'Venkateseshayya rented a number of villages and is run away without giving up his accounts, therefore the money belongs to me and I insist on your giving it up or you must stand to the consequence' and offered a receipt. He then put me in confinement and as I was afraid of him from his being the ruling power, I delivered up the pagodas and received a receipt for them, the nine rupees and gold ring remained with me. Afterwards the Pollam became a scene of continual anarchy and confusion, and I was obliged to quit it and lead a vagrant life during which time I lost the receipt.

Summary:—The defendant acknowledges having taken the money as set forth by the plaintiff, but was himself forcibly deprived of it by Buchayya, the manager of and the ruling power in the Pollam; however, if Shettee Lingam and Chinnaramayya the Parpetty had not taken the money from the toti Karagadu which they had no right to do, and which was done without the authority of Venkateseshayya, Buchayya could not have extorted it from Chinnaramayya Parpetty and as they were both concerned in taking the money from Karagadu, the toti, they both appear equally culpable.

Opinion:—*Nil.*

#### 2nd Charge.

In the year Krodhi 1784, Chinnaramayya Parpetty took from me ninety-two Muhammadsha Chackras, nine Sultani fanams and a half as a bribe, to rent out to

me the customs of the Pollam at a low rate, but did not perform his promise. Shettee Lingam the prosecutor has no evidence in support of the charge, but has in his possession thirty-four chits of Chinnaramayya for different sums of money amounting in all to the sum set forth in the charge.

Chinnaramayya Parpetty gives the following defence:—Myself and Shettee Lingam have been inhabitants of the Kangundi pollam for many years and in the course of that time have had a number of money transactions, both on account of myself and the Sarkar. I do not recollect particulars, my chits which are in his possession will most probably mention them, but I deny ever taking anything from him by way of a bribe.

Summary:—There is no proof of the sum having been given to Chinnaramayya Parpetty as a bribe, but the demands for several articles, the price of which amount to ninety-two star pagodas, nine Sultani fanams and a half, are in the Shettee's possession and are in the handwriting of Chinnaramayya Parpetty.

Opinion:—*Nil.*

### 3rd Charge.

In the year Virodhikrit or 1790 A. D., a person named Surdigaru came and plundered my house in the village of Kuppam.

Q.—Was Chinnaramayya present at plundering it?

A.—No. I was not present in the village, my brother told me he was not.

Q.—Why do you think Chinnaramayya Parpetty was accessory to it?

A.—I preferred a complaint to Tym Nair, the manager, and he said it was not done by his order and referred me to Venkataseshayya and Chinnaramayya who were managers under him. When I applied to them they threw the blame on one another, and I could not get any redress. Chinnaramayya said that an account of my effects was with Tiparaji, the karnam of the village; on my applying to him, he replied that all the grain and things were in the possession of Chinnaramayya. In short, I was put off from one to another and could not obtain a restitution.

Q. to Shettee Lingam—Have you a list of the effects that were taken out of your house?

A.—Yes.

List of the effects taken out of the house of Shettee Lingam:—

|  | Khendis.              | Tama. |
|--|-----------------------|-------|
| Three kinds of paddy, viz., fine, coarse and seed. | 1                     | 15    |
| Ragi ... ..  | 1                     | 1     |
| Anamulu or Beans ... ..                            | 4                     | 0     |
| Cushombu seed ... ..                               | 0                     | 2     |
| Woodalu ... ..                                     | 0                     | 5     |
| Wheat ... ..                                       | 0                     | 3     |
| Oil seeds ... ..                                   | 0                     | 10    |
| Gram ... ..  | 1                     | 0     |
| Salt ... ..  | 0                     | 13    |
| Doll ... ..  | 4                     | 0     |
| Rice... ..   | 0                     | 3     |
| Samba rice ... ..                                  | 0                     | 2     |
| Chatties ... ..                                    | 0                     | 4     |
| Tamarinds ... ..                                   | 1 maund and 22 seers. |       |
| Ragi flour ... ..                                  | 0                     | 2     |

A bill which was returned.

A stone to make pencils.

Six iron instruments to cut grass.

A hatchet.

A carpenter adz.

Five iron buckets for a picota.

A wooden instrument.

A pick axe.

A mammatti.  
 One brass pot for dressing victuals.  
 One chombu or small brass pot.  
 A small cup.  
 A chain for the neck of a bullock.  
 A horse's saddle and furniture.  
 A bullock saddle and furniture.  
 Four lumps of iron.  
 An axe.  
 A palla.

The prosecutor having nothing more to urge in support of the charge, the prosecution is closed and Chinnaramayya Parpetty put on his defence:—The prosecutor and Sutagardu lived in different houses under one roof and the former had encroached on the house of the latter, and he complained of it to Tym Nair, who directed me and Sankara Venkataseshayya, the karnam of the village of Kuppam Tiparaji and a person named Wonti Bamurdu, to go to the house and redress the complainant. We accordingly went there and gave back the portion of the house which was the right of Sutagardu and in doing it we were obliged to move the property of the prosecutor and the karnam entered a list of the articles on the village records.

Sanjivayya, brother of Tiparaji, karnam of the village of Kuppam, called in on account of the Sarkar, says that he has searched the records of the village of Kuppam which were kept by his brother Tiparaji, the late karnam, but cannot find an account of the affair in question.

Q. to the karnam—Are there accounts in the records of other transactions which happened during the time that your late brother was karnam?

A.—Yes.

Summary:—From what has been said *pro* and *con* it seems that the property of the prosecutor was really taken away, and most likely the defendant being a public officer acted by order from Tym Nair, the manager, and as no account of the business is to be found now in the village records, the other things of that date are recorded, there is good reason to suppose that it has been expunged or being an unjust oppressive act it was never put on record.

Opinion:—*Nil*.

COMPLAINT THE 2ND AGAINST THE LATE SANKARA VENKATASESHAYYA  
 CONSISTING OF TWO CHARGES.

1st Charge.

In the year Paridhavi or 1792 A.D., I lent to Sankara Venkataseshayya the sum of one hundred and ninety cantary chackras some of which I paid him myself and gave him orders for the remainder on the following people, viz., Subba Krishnayya, inhabitant of the village of Kuppam, eighty-eight chackras and 2 fanams, Venkata Ishwardu, oilman, sixty-six chackras, altogether one hundred and ninety chackras.

Q. to Shettee Lingam—Can Subba Krishnayya and Venkata Ishwardu prove that you gave the money by way of a loan or that he never repaid you the money?

A.—They can only say that they paid such sums of money to him by my order.

Q.—Have you any written acknowledgement for the money?

A.—I had an account signed by him, but it was burnt last year with my house.

Q.—Have you any evidence to prove that such an account was in your possession?

A.—No.



Summary.—The plaintiff may have lent that sum to the late Venkataseshayya, and he may have been repaid. It is odd that he never showed the account to his relations or friends which is a natural thing to be done. At any rate the debt is not proved.

Opinion—*Nil*.

*2nd Charge.*

In the year Virodhikrit or 1790 A.D., during the management of Tym Nair, I was put in prison at the instigation of Sankara Venkataseshayya on account of the one hundred and three pagodas, nine rupees and a gold ring when that sum was extorted from me and likewise a fine of two thousand Pondicherry rupees, which I paid to the sowcars Arrenapa and Varadappa on account of the Sarkar.

Summary.—The fine was levied on the plaintiff by Tym Nair, the ruling power, as a punishment for his having taken from the toti Karagadu the property of Sankara Venkataseshayya and therefore attaches no guilt to the latter person. For which crime the fine is exorbitant; however, the Sarkar must answer for its own conduct.

Opinion—*Nil*.

CEDED DISTRICTS,  
4th of November 1798.

37.

Letter—*From*—Lt.-Col. ALEXANDER READ, Superintendent and Collector, Baramahal and Salem districts.

*To*—Captain GRAHAM, Assistant Collector, Baramahal.

*Dated*—Tiruppattur, the 12th August 1798.

Judicial enquiries being always an interruption to revenue business, and my late call to the Presidency having made it impossible for me to investigate the several complaints against your peshkar Lakshmana Rao, I have been under the necessity of employing Captain Symons to prosecute the enquiries I began at Krishnagiri in January and February last which, being singularly qualified for, he has done with great propriety and I believe very much to the satisfaction of all parties.

2. The conduct of your principal servant being the subject of enquiry and information relating thereto on some points being required of you, I herewith transmit you his proceedings and having examined them myself in the presence of the parties, and interrogated them on every charge, I shall here add my remarks on each, from which it will appear that we have not yet attained all the truth and that probably it will not be in our power. In this I shall refer to the several charges preferred against Lakshmana Rao and others as they are entered in Captain Symon's proceedings.

*1st Charge.*

*1st Article.*—This accuses Lakshmana Rao of having received back a bond in his name for 30 pagodas from Goora Chetty by the hands of Venkatagirayya in consideration of Lakshmana Rao's using his influence with you to get the muggama collected by the Chetties upon salt passing through the Baramahal. It appears the whole of the muggama was 8 manas per khandy and that it was divided as follows:—

|   | Manas.         |
|---|----------------|
| To the pagoda ... ..                              | 1              |
| To Goora Chetty (wholesale dealer) ... ..         | 2              |
| To the other Chetties (retailers)... ..           | 3              |
| To the collectors of the muggama or taragu ... .. | $\frac{1}{2}$  |
| To the Sayar farmer ... ..                        | $1\frac{1}{2}$ |
| Total manas per khandy ... ..                     | 8              |

In Ananda you interdicted the collection of all muggamas whatever by the muggamadars intending they should be annex to the Sayar, but the Chetties nevertheless collected them and most likely they and the Sayar farmer had agreed about it till the following year Rakshasa when the Sayar farmer resumed the whole which, agreeable to your orders, he had every right to do. Then it was that Goora Chetty and the other Chetties concerned came to your kachheri to procure the restoration of their muggama and whatever means were used it appears by a copy of your order in consequence produced by Lakshmana Rao that the Sayar farmer was prohibited from collecting more than one mana per goni of salt which is exactly  $1\frac{1}{2}$  per khandi and the same as his quota of the muggama when collected by the Chetties. This order does not say the Chetties were, or were not, to collect their muggama as formerly, but as will hereafter appear they did so for 14 months when the Sayar farmer received his claim to the whole and the fact was discovered to you. Their being permitted to make their collections as formerly and the Sayar farmer's taragu restricted to one mana per goni contrary to your intention in Ananda and after the business had been litigated and discussed in your kachheri, are ample proofs of a collusion between your people and the Chetties and that they effected their purpose by the truth being concealed from you. This is no disparagement to you for we cannot procure any information but through the medium of the people under us, and it is always in their power to deceive us or keep us ignorant of such transactions.

Now the question is whether Lakshmana Rao formed this collection or not. He says that being fully occupied in carrying on the survey at the time, the Chetties went and complained of their muggama being stopped; he neither preceded then at the *fariyad* kachheri or represented their case to you and that it must have been done by . . .

This is a point that probably you can determine and upon comparing the order you issued in Ananda respecting the muggamas with that of the following year to the Sayar farmer, it will be pretty evident to you, I imagine, that the requisite information was industriously concealed from you by the person whom you may have employed in the business.

Lakshmana Rao is arraigned as that person by Virappa Chetty the son of Goora Chetty who has sworn that Lakshmana Rao has received back the bond before mentioned as a bribe for his service upon the occasion but Venkatgirayya has also sworn that the bond was his and that he recovered it by paying the amount and the evidences on both sides are so positive that we cannot place dependence upon either party, though I am inclined to think that Virappa Chetty would not have ventured to make such bold assertions as he has done entirely without foundation. It appears in the subsequent charges that Lakshmana Rao and he had money transactions together and he might reasonably expect that he would have a greater chance of recovering the amount of the bond in question by demanding it as a just debt like other sums he has demanded than as a bribe to induce one of our servants to deceive us and betray his trust.

Suspicious however fall short of conviction and circumstances adducible by recurring to the time of the supposed collusion may entirely remove them, but in that case I think they must fall upon the person who supplied his place. At all events the bond being delivered up with a free will, consider the debt as cancelled and the Chetty's demand upon Venkatgirayya, Lakshmana Rao or whoever it belonged to, as annulled.

*2nd Article.*—From this it appears that in Nala 1796, the Sayar farmer received his claim to all the muggama or taragu collected by the Chetties on account of its being included in his patti as it had been for two years before and that he represented the Chetties having continued to make their collections in spite of your orders in Ananda when you confined Goora Chetty for having done so, according to Lakshmana Rao's deposition, for having given you false information. This business coming forward a second time is the proof I have already adduced of a collusion the first time the collections of muggama became a subject of discussion after you had interdicted them; for then their having or not having made collections

of it, and the annexations of the whole to the Sayar were, I apprehend, the only points of information you required and they must have been suppressed, which could not have been done but with the connivance at least of your kachheri people and particularly that of the person you employed in the discussion that ensued.

It may be argued that if Lakshmana Rao had done it at first he would have felt himself under the necessity of doing it the second time, in order to extricate Goora Chetty and I am willing enough to admit of that inference in his favour, but Lachy Kam being a bolder fellow than we often meet with among the natives and speaking always for himself, I apprehend that in the event of meeting with any opposition he would have been ready to discover any machinations, and to insist on the conditions of his kaul which would have discouraged the attempt to infringe it and which your people must have been aware of. Virappa Chetty's assertion upon oath that he and Bayappah Chetty paid 35 pagodas to Subbayya appears the more probable as that person was one of your panchayat but Bayappah's evidence is weak and by his prevarications and Subbayya's swearing that he never received any money from him on account of Lakshmana Rao so that there is less ground for suspicion of Lakshmana Rao being concerned in this transaction than in the first, but the joint evidence of Bayappah and Virappa Chetty and the proneness of the natives to intrigue induce me to suspect Subbayya very strongly. If guilty however he must pass unpunished from the want of sufficient proof and for the same reason Virappa Chetty cannot be supported in his demand of the sums that he says he paid to him.

*3rd Article.*—This amounts to the charging Lakshmana Rao with having employed Venkatagirayya a second time in borrowing money (60 pagodas) for him of Goora Chetty and his son Virappa Chetty. Of this there is no proof, but there is an example of Viragirayya's employing Balla Goud in the same manner to borrow that amount for him. This mode of employing intermediate agency is clearly the way to elude discovery in such transactions and its being practised by Lakshmana Rao, also his having had dealings with Virappa Chetty (as will hereafter appear) are reasons to credit the Chetty's assertion in this instance. The being left to conjecture leads to enquire what inducement Balla Goud and Venkatagirayya could have to act as agents in this business for Lakshmana Rao and it appears that the former is patel or renter of no less than 14 villages in three different districts, Krishnagiri, Cauveripatam and Virabhadradrug, whose rent is 730 pagodas, and that the latter is karnam and farmer of 4 villages, likewise in three districts, Kammanellore, Cauveripatam and Palacode. As it has been our plan to do away large farms and explode the influence of wutgouds and villages are understood generally to contain several small farms in consequence, these are reasons I think to suspect that Balla Goud has been greatly favoured and that both he and Venkatagirayya have in all appearance more reason to act for Lakshmana Rao in this transaction than Balla Goud could have had to give his bond for money to be paid to Venkatagirayya. However, Virappa Chetty's assertion being opposed by Venkatagirayya and Balla Goud, also by the bond, nothing can be proved but Balla Goud's having borrowed the money and the making him pay the amount which he has done is the only result.

*4th & 5th Articles.*—These being demands of 12 pagodas borrowed at one time and 10 pagodas at another by Lakshmana Rao of Virappa Chetty, upon bond, and the same being acknowledged as just debts, these are apparently fair transactions, and the requiring him to discharge them, which he has done, is all that can be required of him.

*6th Article.*—This is a demand of 135 pagodas received for jewels amounting to that sum which are said to belong to two inhabitants of Daulatābād who gave them up in discharge of their debt to the Sarkar. This appears to be a fair enough transaction, but it may be observed that if the jewels belonged to the said inhabitants, Lakshmana Rao should have required *them* to pawn them and the bond ought to have been made out in *their* name. If necessary, that he should become responsible for the amount the bond ought to have been made out in *his* name and not in Bayappah Chetty's. This example of Lakshmana Rao's

employing others in such transactions is but too correspondent with Virappa Chetty's assertions of his having done it in instances that he denies. In this he comes forward as the person who received the sum paid upon Bayappah Chetty's bond and has paid the amount which it must be remarked has been three years due.

*7th Article.*—Here Virappa Chetty advances that other jewels amounting to 70 pagodas were pawned by Appaji Rao on account of Lakshmana Rao but both the Raos deny it, and the allegation is not supported by any evidence. Appaji acknowledges the debt and has paid the amount.

*8th Article.*—This is a demand of 100 pagodas lent upon a mortgage bond in the name of Kuppaiya, head-farmer of Karamangalam for gold and silver ornaments negotiated by him for Lakshmana Rao or his brother. Lakshmana Rao acknowledges the debt to be his and has discharged it. This is a second example acknowledged of his making other people stand forward in such transactions and his agents being head farmers in both instances gives much reason to suspect that they really are as they appear by their bonds to be the responsible persons.

#### *2nd Charge.*

This was given in by a number of ryots from a village in the Kammanellore district stating that they subscribed and paid 10 pagodas to Lakshmana Rao for getting a dispute between the right and left hand casts settled in their favour. Upon examination it appears that Annamalai collected the money, that he paid it to Chinnathambi Goud and that the whole or part thereof was defrayed in keeping a festival. The petty ryots being asked what the money was for, they appear to have only understood generally that it was for the festival and not to have known whether it was for Lakshmana Rao or the expenses of the festival. It appears the two Gouds above mentioned made use of his name at first and that they had the management of the business. They deny their having bribed Lakshmana Rao, as they asserted at first, and if they defrayed the expense of the festival or put the money into their own pockets they had no reason to complain. They were therefore ordered 20 stripes each for false accusation or litigiousness. The petty ryots were informed that any complaint they had was against those two Gouds, and not against Lakshmana Rao and told never to subscribe again unless with their free consent. It has been impossible to discover the true motive of this complaint.

#### *3rd Charge.*

This is by Shaik Imam, a Sayar farmer, accusing Lakshmana Rao of having taken at one time a bribe of 40 rupees and at another one of 20 pagodas from his partners Khadir Sahib and Miran Sahib. On being examined the partners deny their ever having given anything to Lakshmana Rao and Captain Symons has stated his opinion that the charge is false and malicious. I cannot however think it is groundless, and for these reasons. Miran Sahib accompanied Shaik Imam three times that he went to Mr. Read's to give in his charges when he must have heard and agreed to attest them. Though Shaik Imam is, I believe, a noted liar and a knave, I cannot think him so great a fool as to have advanced things done by his partners without a certainty of their confessing them. Most of the questions put to him and Khadir Sahib were dictated by Lakshmana Rao which (supposing Khadir Sahib to have been instructed by the Rao) accounts for their contradicting one another in so many instances. From all these considerations I think it extremely probable that Lakshmana Rao has received the sums above mentioned and that he has suborned the evidences of Khadir Sahib and Miran Sahib but we can never be certain of the truth.

#### *4th Charge.*

This was given in by the same ryots who preferred the 2nd charge and it appeared they were instigated again by Annamalai who has been an active

person in making collections on various pretences. It goes to accuse Lakshmaia a Mutasaddi of having received a bribe of 13 pagodas but that is not proved. As that was a part of 42 pagodas collected soon after we came into this country that sum may have been, as supposed, the powbaki of Virodhikrit which was very irregularly assessed. I wish you to remove Annamalai as a punishment either for his false accusations or his making collections of the other ryots without authority or necessity.

*5th Charge.*

This charge preferred by four ryots of Somanur in Palacode of 10 pagodas subscribed and said to have been paid into the hands of the above Annamalai Goud to give to Lakshmana Rao, though not substantiated, goes greatly with other collections in which this Goud has been concerned to implicate him either as an agent of Lakshmana Rao or as a person that makes use of his name to procure the ryots' consent to his extortions. It is sufficiently proved that this money was collected and though there is only the testimony of a dying man of its having been paid to the Goud, there can be little doubt of his having received it.

*6th Charge.*

This is by Srinivasacharlu who affirmed that he gave 10 pagodas as a bribe to Lakshmana Rao to settle the rent of an agraharam and give it to him but this appears to have been a contribution towards the building a pagoda to which Lakshmana Rao says he subscribed 20 himself and you 15 pagodas.

*7th Charge.*

This is by Mundy Goud of Eramanhalli in Palacode who accused Lakshmana Rao of receiving 10 pagodas of him as a bribe to lower his rent which he has not done. On examination he pleaded that Ramachandra Rao the Tahsildar prevailed on him to give in a false accusation against Lakshmana Rao. As he either did so or would not afterwards acknowledge the truth he was certainly culpable and therefore ordered 20 stripes.

*8th Charge.*

This is similar to the above by Chinnathambi Goud of Annamalaipalli in Palacode who has likewise affirmed on examination that Ramachandra Rao obliged him to give in false evidence against Lakshmana Rao. The contradictory evidence of the other ryots on this subject is reason for suspecting that their not supporting their first deposition is the effect of a collusion. At all events they have been guilty of that or false accusations and in consequence were ordered 20 stripes.

*9th Charge.*

The prevarication of the complainant Kulla in this charge is correspondent with the conduct of Mundy Goud, &c., but his first assertion that he gave 5 pagodas to a Mutasaddi to lower his rent is corroborated by the fact of an alteration having taken place in it, a reduction of his farm being assigned as the cause of a reduction in his rent from 46 to 20 pagodas. Captain Symons has observed that Ramachandra Rao has forced this man to come and complain but I am of opinion that he has only obeyed my orders in sending all who had cause of complaint and that it is more likely Kulla gave the 5 pagodas as a bribe to lower his rent than with the expectation of ever getting it back. At all events he either told a malicious story at first or denied the truth at last and was therefore ordered 20 stripes.

*10th Charge.*

Given in by seven Brahmins from Palacode and signifying that they subscribed among them 45 pagodas to give Lakshmana Rao as a bribe to lower their rent, which upon being examined they severally denied pretending that

Ramachandra Rao obliged them to come and give in this false accusation. As they deserved punishment whether their first or their last depositions were false they were each ordered 20 stripes.

*11th Charge.*

By Kuppaiya from Palacode against his patel importing that he bribed him to lower his rent which he declared afterwards to be false and ascribed to Ramachandra Rao. He was recompensed by 20 stripes.

*12th Charge.*

Similar to the above against Ananda Rao a Mutasaddi and afterwards denied by Krishniah the complainant. 20 stripes were given.

*13th Charge.*

Given in by Battra Achari and Anna Chetty and implying that the former gave Lakshmana Rao 20 pagodas to lower his rent which not being done, he afterwards received half the money back. Though all the particulars of the transaction which are highly probable were detailed when the complaint was made, the complainants denied them all on the second examination, ascribing their behaviour to Ramachandra Rao. These were likewise ordered each 20 stripes.

*14th Charge.*

Two more Brahmins and four Gouds who had not come to prefer their complaints previous to Captain Symons' inquiry arrived at Tiruppattur while it was carrying on and they it appears declared at first that they were sent by Ramachandra Rao to give in false accusation against Lakshmana Rao. Whether that was true or false they could not be convicted as they had not like the others done it themselves and of course they avoided the punishment which the others had incurred.

3. You will perceive in the whole of this review that in all the transactions implicating Lakshmana Rao and others, our endeavours to ascertain facts have been frustrated though it has not been possible to conceal entirely from us that our Mutasaddis have been guilty of malpractices. I am convinced there were collusions between some of your people and the Chetties in the affair of the muggama as appears in the 1st and 2nd articles of the 1st charge and hope you will be able to develop the truth.

4. Lakshmana Rao's getting so much into debt as in the 4th, 5th, 6th and 8th articles and suffering them to run on so long as he has done are blots in his private character. His taking up money in the name of other people as in the 6th and 8th articles looks like a design to elude fair claims upon himself and his agents being head farmers is not a slight ground of suspicion that their being held responsible for the sums advanced to him upon their bonds is a matter agreed upon between them and that has an appearance rather unfavourable to the Sarkar.

5. The restrictions of the Sayar farmers in the 3rd and those of all the Gouds and Brahmins in the 7th and following charges are to my conviction proofs of information being suppressed, for most of them came forward of their own accord to complain previous to any invitation or order; whether their accusations were true or false, they would have persisted in them if influence had not been used; and during seven years that I have acted in a judicial capacity I do not remember one instance of people returning to prove themselves liars, which little as the natives regard the truth few of them would not be ashamed of.

6. These conclusions, however, being principally formed by reflecting on the nature and issue of the several cases before us and of the parties concerned, it appears advisable to wait the result of such enquiries as you may undertake and your opinion upon the conduct of Lakshmana Rao before I decide upon it, for

though it cannot be vindicated in some things that have appeared against him, there may be circumstances that will remove the suspicions entertained of him and the consideration of his long services will dispose us to look over slight offences.

7. As probably serving in part the intended purpose, I wish that when other business may take you towards Palacode or its vicinity, you would ascertain whether or not Ramachandra Rao, the Tahsildar of that district, actually forced any people to come here and give in false accusations against him. He has of course directed the complainants to come agreeable to my orders and if he forced them to come he was not here to prevent their telling the truth. I am therefore of opinion that the story against him is entirely the fabrication of this place. Before I enclose this long letter I feel it necessary to reply to a part of your letter dated the 20th [23rd?] March last on the subject of Lakshmana Rao. After acknowledging the necessity there was for laying him under personal restraint during the intended enquiry into his conduct to prevent his suppressing information you observe *it would appear that during the prosecution he was not to be confronted with his accusers, that he was not to be served with a copy of the charges that had been exhibited against him but that under these circumstances, to him so discouraging, to his enemies so favourable, and which may sometimes be the case to the leaders of a malicious cabal so inviting he must immediately enter upon a vindication of his conduct, a situation out of which perhaps the most unblemished character might find it difficult to extricate itself without some injury.* All this is so different from the tenor of my letter to you about him dated the 21st March and my conduct towards persons brought to trial that I cannot imagine whence it appeared to you that I intended to treat him with so much severity and injustice.

8. I desired you to confine him till all who had complaints against him gave in their representations only fearing that if at liberty he might keep them away. I am sorry now that I did not keep him in confinement till the prosecution was closed for he might have had notwithstanding every means of vindicating himself, and he would not have had it so much in his power to suppress information during his prosecution which, for the reasons already mentioned, I strongly suspect has been done. Though I devote a considerable portion of my time to the distribution of justice, because I hold it to be a very material duty of a Collector, I am obliged to leave many things to be settled by panchayats, but no revenue servant has ever been brought before me yet for misdemeanors whose conduct I have not enquired particularly into myself and though Captain Symons left me little to do in Lakshmana Rao's business, this is the sixth day that I have spared to it alone; I hope you will allow that justice has been done him.

ENCLOSURE.

TRIAL OF LAKSHMANA RAO, CAPTAIN GRAHAM'S PESHKAR FOR  
SUNDRY CHARGES PREFERRED AGAINST HIM BY THE IN-  
HABITANTS OF THE BARAMAHAL BY ORDER OF LIEUTENANT-  
COLONEL ALEXANDER READ, SUPERINTENDENT.

*Proceedings of the 17th July 1798.*

Lakshmana Rao being called upon and the charges read to him pleads not guilty; therefore we proceed to the investigation of the first charge.

*1st Charge.*

By Virappa Chetty, merchant of Karamangalam in the Kammanellore district for having on various occasions and pretences received bribes to the amount of 65 pagodas, also for having borrowed and received several sums of money upon different bonds as per account particulars.

|   |     |     |     |     |     |     |    |   |   |
|---|-----|-----|-----|-----|-----|-----|----|---|---|
| 1. To cash paid as bribe through Venkatagirayya to Laksh-<br>mana Rao     | ... | ... | ... | ... | ... | ... | 30 | 0 | 0 |
| 2. To cash paid as bribe through Kondacharam Subbaiya to<br>Lakshmana Rao | ... | ... | ... | ... | ... | ... | 35 | 0 | 0 |

|   |     |           |          |
|---|-----|-----------|----------|
| 3. To cash paid as per Balla Goud's bond to Lakshmana Rao...                              | 60  | 0         | 0        |
| 4. To cash paid as per note of hand of Lakshmana Rao ...                                  | 12  | 22        | 0        |
| 5. To cash paid as per note of hand of do. ...  | 10  | 0         | 0        |
| 6. To cash paid as per bond of Bayappah to Lakshmana Rao.                                 | 135 | 0         | 0        |
| 7. To cash paid as per bond of Appaji Rao to Lakshmana Rao.                               | 70  | 0         | 0        |
| 8. To cash paid as per bond of Kuppiah to Lakshmana Rao ...                               | 100 | 0         | 0        |
|   |     | 452       | 22 0     |
| To interest on the above sums as per different date of bonds to the 5th April 1798 ... .. | 128 | 0         | 0        |
|   |     | Total ... | 580 22 0 |
| To cash received in part by means of Subbiah  | 34  | 0         | 0        |
| By do. do.  | 35  | 0         | 0        |
| To do. deducted in the interest 128—22 as per usual custom ... ..                         | 13  | 0         | 0        |
|   |     |           | 82 0 0   |
| Balance due by Lakshmana Rao on the 5th April 1798 ...                                    | 498 | 22        | 0        |

The above sums have been frequently demanded of Lakshmana Rao and he has been often importuned to adjust accounts but which has not yet been done.

*1st Article.*—In 1795, when Captain Graham with his kachheri came to Karamangalam, Kondachar Venkatagirayya came to your petitioner and demanded 30 pagodas upon a bond with his name affixed on account of Lakshmana Rao at the rate of  $1\frac{1}{2}$  per cent per month; 5 months afterwards your petitioner gave back the bond to Venkatagirayya on account of Lakshmana Rao's intercession in the Sayar business.

PROSECUTION IN SUPPORT OF THE 1ST ARTICLE OF THE 1ST CHARGE.

Virappa Chetty being duly sworn deposeth that in the month Ani or July, year Rakshasa, 1795, Captain Graham's kachheri came to Karamangalam where I resided. Kondachar Venkatagirayya came to me and said that Lakshmana Rao had occasion for 30 pagodas and begged I would lend it him which request I complied with, gave him that sum and took from him a note of hand signed by himself payable in 2 months. When payment became due I demanded the money from Venkatagirayya who said it was not then convenient for him to discharge the amount and begged it might run on. Sometime after a litigation took place between me and the Sayar farmer on which account I had recourse to Captain Graham's kachheri and applied to Venkatagirayya for his advice and assistance who replied if I would cancel the bond given by him in favour of Lakshmana Rao he would manage matters so with the kachheri people as to terminate the dispute in my favour. At this period Balla Goud happened to come to Karamangalam who being a friend of mine I made known to him the offer and he advised my compliance without hesitation. In the space of 2 or 3 days the kachheri moved to Palacode. After which the dispute between me and the Sayar farmer was renewed with double violence and in consequence of it my father Goora Chetty accompanied by Jogi Chetty, Mukka Chetty, Amma [Ammi?] Chetty, Kuppa Chetty, Bayappa Chetty and Muni Chetty, went to Palacode and laid his complaint before the kachheri, and also solicited the assistance of Venkatagirayya who answered that until the note of hand came into his possession he would not interfere in the business on which my father wrote to me for the note of hand which I sent him and he delivered it to Venkatagirayya in the presence of the abovementioned six people and Venkatagirayya made use of his good offices in my favour and a takid was sent from the kachheri to the Tahsildar of Karamangalam directing the Sayar business to be settled agreeable to my wishes.

Jogi Chetty being called upon in support of the prosecution and having been duly sworn deposeth that in consequence of a dispute between Lachiram the Sayar farmer and Virappa Chetty about the duty on salt, I accompanied Goora Chetty the father of Virappa Chetty to Palacode to lay a complaint before the kachheri and Goora Chetty applied first to Lakshmana Rao who told us to come the next



morning and we retired to our lodgings. The next morning Venkatagirayya came to us and said to Goora Chetty, if you will give me the bond of 30 pagodas Lakshmana Rao says he will get the salt business settled to your satisfaction, on which Goora Chetty delivered the bond to Venkatagirayya and he went away.

Q.—Can you read or write?

A.—No.

Q.—How do you know that was a bond of 30 pagodas?

A.—Goora Chetty said to us at the time “Venkatagirayya demands a bond of 30 pagodas from me in behalf of Lakshmana Rao who has promised in consideration of that gift to get permission for the salt business to remain as formerly.”

Q.—Did Goora Chetty himself deliver the bond into the hands of Venkatagirayya?

A.—Yes.

Q.—Do you know if Venkatagirayya delivered the bond to Lakshmana Rao?

A.—We accompanied Venkatagirayya to the Hoolis kachheri where I saw him deliver the bond into the hands of Lakshmana Rao.

Q.—What did Venkatagirayya say when he delivered the bond to Lakshmana Rao?

A.—He said “this is Goora Chetty’s bond of 30 pagodas.”

Q.—Who was present in the kachheri when Venkatagirayya delivered the bond to Lakshmana Rao?

A.—Lakshmana Rao was alone in a small room in a corner of the kachheri.

Q.—Who were present in the kachheri?

A.—The Sarkar Mutasaddis and other people.

Q.—Did not the Mutasaddis and people see the bond delivered to Lakshmana Rao?

A.—No, they could not see it.

Q.—At what time of the day or night did Goora Chetty deliver the bond?

A.—About 2 or 3 o’clock in the afternoon.

Q.—What conversation passed between Goora Chetty and Lakshmana Rao at this meeting?

A.—Lakshmana Rao said to Goora Chetty—“I will get permission for the salt business to remain as formerly.”

Q.—Who were present at the time that Venkatagirayya delivered the bond to Lakshmana Rao?

A.—To the best of my recollection there were present Goora Chetty, Kuppa Chetty, Ammi Chetty and Mukka Chetty.

Mukka Chetty being called upon in support of the prosecution and having been duly sworn deposed that he accompanied Goora Chetty to Palacode to lay a complaint before the kachheri against the Sayar farmer about the duty on salt.

Q.—What time of the day did you arrive at Palacode?

A.—I do not recollect.

Q.—On Goora Chetty’s arrival did he and you go and speak to Lakshmana Rao?

A.—Yes.

Q.—What did you say to him?

A.—Goora Chetty said he was come to make a complaint about the salt business and Lakshmana Rao answered “I will speak to Captain Graham about it. Remain here.” On which we made our salams and came to our lodgings.

Q.—What do you know concerning Venkatagirayya?

A.—After our arrival at Palacode Goora Chetty accompanied by me and the before mentioned Chetties met with Venkatagirayya and told him that we experienced a great deal of trouble about the salt business and requested that he would get it placed on its former footing. Venkatagirayya answered “that is a matter of no great importance; give me the bond of 30 pagodas and we will easily settle the matter.”

Q.—When was the bond given to Venkatagirayya?

A.—After this conversation took place.

Q.—Who delivered the bond into the hands of Venkatagirayya?

A.—Goora Chetty.

Q.—Can you read and write?

A.—No.

Q.—How do you know that it was a bond of 30 pagodas which Goora Chetty delivered into the hands of Venkatagirayya?

A.—At Palacode Goora Chetty told us that he was going to give a bond of that kind to Venkatagirayya to get his business settled.

Q.—Do you know that Venkatagirayya delivered the bond to Lakshmana Rao?

A.—No.

Q.—Do you know if Venkatagirayya received the bond on behalf of Lakshmana Rao?

A.—I do not know.

Q.—What did Venkatagirayya say to Goora Chetty at the time he took the bond?

A.—He said: I will get the salt business put on its former footing.

Q.—Do you know anything more concerning the matter?

A.—Nothing.

Q.—*from Lakshmana Rao*—Who was it that got the business settled?

A.—I don't know.

Kuppa Chetty being called upon on behalf of the prosecution and being duly sworn deposed that he accompanied Goora Chetty and four or five other Chetties to Palacode to lay a complaint before the kachheri concerning the salt customs. On our arrival at Palacode we waited upon Lakshmana Rao and made known our intentions and he told us he would speak to Captain Graham when he returned from Karamangalam where he was then gone. The next day Goora Chetty and us met with Venkatagirayya and spoke to him on the subject, who said that if Goora Chetty would return the bond that he had given on behalf of Lakshmana Rao he would get the salt business settled in the old manner. Goora Chetty consented and sent a person to his house at Karamangalam for the bond which was brought and delivered to Venkatagirayya who carried it to the Hoolis kachheri and gave it to Lakshmana Rao.

Q.—Who delivered the bond to Venkatagirayya?

A.—Goora Chetty.

Q.—Can you read or write?

A.—Yes.

Q.—How do you know that the paper which he gave was a bond of 30 pagodas?

A.—From hearsay.

Q.—At the time that Goora Chetty delivered the bond to Venkatagirayya what did he say?

A.—He said 'Put the salt business on its former footing' and he replied 'Very well. I will.'

Q.—Do you know that Venkatagirayya delivered the bond to Lakshmana Rao?

A.—Yes, he did.

Q.—Where did he deliver it to him?

A.—In the Hoolis kachheri.

Q.—Who was present when he delivered the bond to him?

A.—Goora Chetty, Jogi Chetty, Bayappa Chetty, Muka Chetty, Ammi Chetty and Muni Chetty.

Q.—Were none of the Mutasaddis of the kachheri present?

A.—They were at some distance minding their business.

Q.—What did Venkatagirayya say to Lakshmana Rao when he delivered the bond?

A.—He said 'These are good people, you must get the salt business put upon its former footing' and Lakshmana Rao replied 'I will speak to master and it shall be done.'

Q.—What other step did Lakshmana Rao take in this business?

A.—He took us to Captain Graham's kachheri where we made a salam to Captain Graham and Lakshmana Rao told us our business was settled.

Q.—Are you certain that Muka Chetty was present when Venkatagirayya gave the bond to Lakshmana Rao ?

A.—To the best of my recollection I think he was.

Amma [Arzmi ?] Chetty being called upon in support of the prosecution and having been duly sworn deposed that on account of a quarrel that happened between Lachy Ram, the Sayar farmer, and Goora Chetty, he accompanied the latter and several other Chetties to Palacode to prefer a complaint before the kachheri. On our arrival here, Captain Graham had come to Karamangalam and on our waiting upon Lakshmana Rao, he told us to come the next day when Captain Graham would return. Our business should be settled. Afterwards Venkatagirayya came to us and told Goora Chetty that if he would give him back the bond that he had delivered to him on behalf of Lakshmana Rao he would get his business adjusted. Goora Chetty sent to Karamangalam for the bond and gave it to Venkatagirayya.

\* A.—Goora Chetty.

Q.—Did you see him do it ?

A.—Yes.

Q.—Can you read or write ?

A.—No.

Q.—What did Goora Chetty say to Venkatagirayya when he delivered the bond to him ?

A.—I don't recollect his saying anything.

Q.—How do you know that it was a bond of 30 pagodas which Goora Chetty delivered to Venkatagirayya ?

A.—Goora Chetty told me that he was to give a bond of that kind.

Q.—What did Venkatagirayya say to Goora Chetty when he took the bond ?

A.—Venkatagirayya said 'As the bond is come I will settle the business'.

Q.—Do you know that Venkatagirayya delivered the bond to Lakshmana Rao ?

A.—Yes, he did so before me.

Q.—Who was present with you ?

A.—Goora Chetty, Muka Chetty and Kuppa Chetty.

Q.—Were there none of the Mutasaddis present ?

A.—They were at a distance minding their accounts.

Q.—What did Venkatagirayya say to Lakshmana Rao when he delivered the bond ?

A.—He said 'You must settle the salt business' and Lakshmana Rao said he would.

Q.—Did Lakshmana Rao take you to Captain Graham ?

A.—No.

Bayappa Chetty being called upon in support of the prosecution and having been duly sworn deposed that he accompanied Goora Chetty to Palacode to prefer a complaint before the kachheri by reason of a dispute that happened with Lachy Ram the Sayar farmer respecting salt. On our arrival there we found Captain Graham had left Palacode for a short time and we waited upon Lakshmana Rao, who told us to make our complaint the next day when Captain Graham would return and attend to it. The next morning when we were going to the kachheri we met Venkatagirayya who told Goora Chetty that Lakshmana Rao said if he would return the bond of 30 pagodas he would settle the business to his satisfaction. Goora Chetty replied 'Very well' and sent a person to Karamangalam for the bond which he gave to Venkatagirayya.

Q.—Who delivered the bond to Venkatagirayya ?

A.—Goora Chetty.

Q.—Can you read or write ?

A.—Indifferently.

Q.—How do you know that the paper which he gave was a bond of 30 pagodas ?

A.—Goora Chetty told me so.

\* The question to which this line is an answer is omitted in the original.

Q.—At the time that Goora Chetty delivered the bond to Venkatagirayya, what did he say?

A.—He did not say anything but tore a little piece of it and delivered the bond to Venkatagirayya.

Q.—What did Venkatagirayya say?

A.—“I am now going to Captain Graham. I will manage the business. Come by and by.”

Q.—When Venkatagirayya took away the bond who went with him?

A.—I believe only Goora Chetty.

Q.—Do you know that Venkatagirayya delivered the bond to Lakshmana Rao?

A.—I do not.

Q.—When Goora Chetty accompanied Venkatagirayya who was with you?

A.—One or two remained with me. I am pretty sure that Ammi Chetty was one.

Q.—When Goora Chetty went with Venkatagirayya where did he go?

A.—To Lakshmana Rao's lodgings; and he returned and told us that we should be taken to the kachheri in the evening.

Q.—What do you know more of this business?

A.—At night we were taken to the kachheri and Lakshmana Rao signified to us that the business was settled.

*Proceedings of the 18th of July.*

Balla Goud having been duly sworn deposed: “I happened to come to Karamangalam when the kachheri was there when I understood that a dispute existed between the prosecutor's father and the Sayar farmer and that the prosecutor was negotiating with Venkatagirayya about a bond of 30 pagodas.

Q.—Did Virappa Chetty say anything to you about the bond?

A.—No.

Q.—*from Virappa Chetty.*—Did I not say to Venkatagirayya that I gave him the bond as a consideration for his getting my complaint settled in my favour?

A.—No, but I overheard you and Venkatagirayya talking and you made known to him your case and he said something about a bond to you.

Q.—Where did this conversation happen?

A.—In the street.

Q.—*from Lakshmana Rao.*—Did you act as an agent in negotiating the giving up a bond on my account to Venkatagirayya in consideration of my interesting myself about a complaint on behalf of the prosecutors?

A.—No.

THE PROSECUTION ON THE 1ST ARTICLE OF THE 1ST CHARGE BEING CLOSED AND LAKSHMANA RAO BEING PUT ON HIS DEFENCE MAKES THIS DECLARATION :—

The kachheri certainly went to Karamangalam but not in the month of Ani or July; it was in the month of Chitrai or April that the kachheri was in that village. With regard to the bond of 30 pagodas it was not given by Venkatagirayya on my behalf. He is neither my friend, relation or countryman. He is an inhabitant of the Baramahal and intimate with my prosecutor and his family. Therefore he may have had money dealings with him but never on my account. Besides which I was otherwise employed far from Karamangalam. I went to Kammanellore, settled the Sarkar business there, returned to Krishnagiri and went to Palacode in the month Kartik or November when Captain Graham directed me to oversee the survey and on that account I was obliged to travel from village to village; and my time was taken up from morning to night in attending to that business, so that I had nothing to do with any of the other kachheri concerns. At that period I recollect that my prosecutor's father and other people came and complained to me about the Sayar, but I told them I was so much taken up in pacifying the ryots that I was not able to make known their complaints to Captain Graham and told

them that a tent was pitched in the fort in front of Captain Graham's lodgings which was called the *fariyad* kachheri and if they would go there in the evening they would obtain redress from him. Agreeable to my advice they went to the kachheri, laid their complaints before Captain Graham and received from him a takid for the Sayar farmer. I had nothing to do with the complaint, neither did I introduce them to Captain Graham nor was I instrumental in procuring the takid for them. The evidences for the prosecution depose that I was sitting alone in the kachheri about 2 or 3 o'clock in the afternoon, but I never was alone at that time of the day during the period that it was at Palacode; had it been in the morning such a circumstance might have happened and even then the dalayets would have been standing round and it was my custom to sit in the midst of all the Mutasaddis and ryots and other people that attended and if, as the evidences adduce, Venkatagirayya had delivered me the bond in the kachheri it must have been seen by Mutasaddis and other people, particularly at that time of the day, because it is the hour when the kachheri breaks up and a great number of people are generally assembled, but so far from anything of the kind being done I never had any such transactions with the prosecutor and his father.

*Q.—from Virappa Chetty the prosecutor to Lakshmana Rao.*—After this transaction happened, did I not once wait upon you on business at the kachheri when at Palacode and were you not sitting alone in a place parted off from the rest of the kachheri by a bamboo mat?

*A.*—I do not recollect, but at the time that Goora Chetty came and made his complaint to me, no such bamboo mat had been put up in the kachheri and at the period the prosecutor alludes to the business of the survey was nearly over and few people attended about the kachheri.

Venkatagirayya being called upon by the defendant and having been duly sworn deposes that having occasion for a sum of money I borrowed 30 pagodas from the prosecutor's father at  $1\frac{1}{2}$  per cent per month for which I gave him my bond payable in 2 months. Not having the money to pay at the time appointed, it ran on for 3 or 4 months, when he was so kind as to excuse 2 pagodas of the interest and I paid him the principal and remaining interest 2 pagodas amounting to 32 pagodas.

*Q.*—Who saw you pay the money to the prosecutor's father?

*A.*—I paid him in the presence of Varadaiya and Subrahmanaiya.

*Q.*—Did you act as an agent between the prosecutor's father and Lakshmana Rao about settling a complaint in his favour that the former had preferred against the Sayar farmer?

*A.*—No.

*Q.*—At the time that you took back your bond did you go to the kachheri with Goora Chetty?

*A.*—I had been to the kachheri and had come home when I discharged the bond.

*Q.*—During the day on which you redeemed your bond did the prosecutor's father and the other Chetties accompany you to Lakshmana Rao's kachheri?

*A.*—No.

*Q.*—Have you any employment about the kachheri?

*A.*—No.

*Q.*—Are you an intimate friend of Lakshmana Rao?

*A.*—I am an acquaintance of Lakshmana Rao.

*Q.*—Do you ever act as an agent for Lakshmana Rao?

*A.*—No.

*Q.*—When you took the bond from Goora Chetty who were present?

*A.*—Goora Chetty, Muni Chetty, Varadaiya and Subrahmanaiya.

*Q.*—In whose presence did you borrow and receive the money?

*A.*—I do not recollect.

*Proceedings of the 19th of July.*

*Q.*—Where did you borrow the money?

*A.*—At Karamangalam.

Q.—*To the prosecutor.*—Who signed the bond as witnesses?

A.—I do not recollect.

Q.—Did you ever see Goora Chetty and the other Chetties at the kachheri in the village of Palacode?

A.—I do not recollect.

Subrahmanaiya, Karnam of the village of Nagasamudram, having been duly sworn, deposeth:—In the month Kartik or November and the year Rakshasa (1795) Captain Graham's kachheri came to the village of Palacode and myself with the other karnams of the district went there and attended daily at the kachheri from morning to three o'clock in the afternoon. One day after the rising of the kachheri as I was returning home I saw Goora Chetty and Venkatagirayya sitting in the street and the latter person called me to him and I stopped and sat down and in my presence Venkatagirayya paid thirty-two pagodas to Goora Chetty and said to me 'this sum is to discharge the principal of a bond of thirty pagodas and two pagodas interest due on it by me to Goora Chetty.' Goora Chetty delivered the bond to Venkatagirayya who tore it and we all parted.

Q.—Are Venkatagirayya and Lakshmana Rao intimate friends?

A.—I do not know.

Q.—Do you know if Venkatagirayya ever acted as an agent in money matters for Lakshmana Rao?

A.—I do not know.

Q.—Is Venkatagirayya a person of good character?

A.—Yes.

Q.—When Venkatagirayya paid the money to Goora Chetty in your presence were any other people standing by Muni Chetty?

A.—Muni Chetty and Varadaiya were present.

Q.—Does Lakshmana Rao, when at the kachheri, sit at a distance from the other people?

A.—No.

Q.—Do you know anything of Goora Chetty's making a complaint to Captain Graham against the Sayar farmer?

A.—I heard of his having a dispute with the Sayar farmer, but I know nothing of his preferring a complaint.

Q.—As you were about the kachheri, if a complaint was preferred, do not you think you would have heard of it?

A.—I was taken up with giving in the accounts of my village and was there only for a short time and therefore might not hear of it.

Varadaiya, Karnam of the village of Karamangalam, having been sworn—his deposition corroborates the evidence of Subrahmanaiya:—

Q.—Are Venkatagirayya and Lakshmana Rao intimate friends?

A.—I do not know.

Q.—Did Venkatagirayya act as an agent in money matters for Lakshmana Rao?

A.—I do not know.

Q.—Who were present at this time?

A.—Muni Chetty and Subrahmanaiya.

Q.—Is Venkatagirayya a person of good reputation?

A.—Yes.

Q.—How many days was you at Palacode?

A.—Ten or fifteen.

Q.—During the time you was at Palacode did Goora Chetty come to the kachheri?

A.—I did not see him.

Q.—Did you know anything of a dispute that took place between Goora Chetty and the Sayar farmer?

A.—Not when at Palacode but some time after I heard of it at Daulatabad.

Q.—As you was at the Hoolis kachheri did not you see all the people that came there on business?

A.—I was minding my accounts and might or might not see the people that came.

Q.—Did you ever see Goora Chetty there ?

A.—No.

Summary:—To establish the guilt of the defendant three points must be proved: viz. First. The borrowing of the money on account of the defendant—Second. The negotiating the bond as a bribe—Third. The bond being delivered into the hands of Lakshmana Rao or to an agent on his account—As to the first, Goora Chetty could not attend from disease and infirmities; so that there is only the large assertion of the prosecutor and the acknowledgment of Venkatagirayya with the exception of having taken the loan on his own account. With regard to the second, the evidence in support of it differs in some material circumstances. The prosecutor says he consulted Balla Goud on the subject and Balla Goud swears positively that he did not and accounts satisfactorily for the way in which he gained a knowledge of the matter in question and which was by his accidentally overhearing the conversation.

The evidences Jogi Chetty and Ammi Chetty assert that Venkatagirayya came to their lodgings and opened the business and Kuppa Chetty, Muka Chetty and Bayappa Chetty say they met him in the street and Venkatagirayya admits the same and further adds that he paid the principal and interest, received his bond and that Goora Chetty did make known his case to him or rather talk of his grievance. The evidences in support of the prosecution differ widely in their relation of the conversation that passed at this meeting. Concerning the third, the testimony of the evidences is contradictory particularly in the mode of the delivery of the bond, the conversation that passed and the people who were present at the time. Jogi Chetty, Kuppa Chetty and Ammi Chetty say that they accompanied Venkatagirayya to the Hoolis kachherri where, in presence of them and Goora Chetty and Bayappa Chetty, he delivered it to Lakshmana Rao. Muka Chetty says that he did not see the bond delivered to Lakshmana Rao and Bayappa Chetty asserts that when Venkatagirayya went away with the bond, only Goora Chetty and one or two others accompanied him and that himself and Ammi Chetty remained in the street where the bond was delivered to Venkatagirayya. This contradiction in so material a point weakens the veracity of their own as well as the testimony of the other evidences in support of the prosecution and does away the ground on which the defendant could be actually convicted; for if the evidences had been unanimous in proving the delivery of bond, there would not remain a doubt of this guilt. It is also worthy of observation that not one of them could read or write and only know from hearsay that it was a paper of that kind and they likewise disagree in the description of the mode in which they were taken to Captain Graham. Before we quit the evidences on the part of the prosecution, it is necessary to remark that they are all relations and have common interest, which may be as their minds [*sic*], besides which Muni Chetty who would have been an important witness is out of the way and perhaps by design. To turn our attention to the defence and the evidence adduced in support of it the three witnesses swear positively to facts and on enquiry their characters appear equally respectable with those of the evidences in support of the prosecution and they are more exact and unanimous in their assertions, they also allow that the transaction of the redeeming the bond took place in the open street but say that Muni Chetty only was in company with Goora Chetty at the time and that the money was repaid to Goora Chetty.

Opinion:—

Rejoinder by the Prosecutor. Balla Goud has not had the oath administered to him in a proper manner and therefore has not told the truth. His son should be sent for and in front of the idol at the temple the Goud ought to put his hand on the head of his son and say, "I swear by the head of my son that I will tell the truth in the cause pending between Virappa Chetty and Lakshmana Rao."

Replication:—Balla Goud having sent for his son and having put his hand on his head in front of the idol at the temple still persists in the truth of his former testimony.

#### 2ND ARTICLE OF THE 1ST CHARGE.

Lakshmana Rao has complained of your petitioner \* about the taragu or custom which is demanded on the Kurchivars as per usual custom, upon which

\* Vira Chetty.

Captain Graham summoned your petitioner's father to his kachheri and said that he had no right to demand any custom. To which your petitioner's father replied that he acted according to his order at Palacode. Captain Graham then said that he had no right to demand any custom having furnished him with false accounts the time before and ordered him to be confined at Krishnagiri. Upon your petitioner's repairing to Krishnagiri to get his father released and to settle about the taragu Captain Graham ordered your petitioner to settle with Lakshmana Rao. He promised to settle your petitioner's business for the sum of thirty-five pagodas, and Subbiah received the money and gave it to Lakshmana Rao. He also collected from your petitioners 1 year taragu saying he did so by Captain Graham's orders.

*Proceedings of the 20th of July.*

Prosecution:—Virappa Chetty.—Some time in the year Nala or A.D. 1796 Lachy Ram the Sayar farmer went to Krishnagiri and preferred a complaint at Captain Graham's kachheri in consequence of which my father was sent for to Krishnagiri and put in confinement. At this time I accompanied my father to Krishnagiri and remained there. Some days after my father was made a prisoner he was removed and confined in a house that I and the family occupied in the New-petta of Daulatabad and Lakshmana Rao was directed to enquire into the complaint. Three or four months passed on in this manner without any enquiry being made. One day a Brahman named Subbiah came to our house and said 'What is the use of your remaining in this state; if you will assist Lakshmana Rao with some money he will settle the business' and he mentioned several different sums and at last it was agreed that I should give him a present of 35 pagodas which I paid in the following manner:—

|  | Pagodas. |
|--|----------|
| To a ryot, an inhabitant of the village Gangaleri, the price of one cow    | 3        |
| At Lakshmana Rao's marriage to purchase cloths paid to Subbiah ...         | 10       |
| Given by Bayappa Chetty and Muni Chetty at the shandy of Daulatabad ... .. | 13       |
| Myself paid on the same shandy day to Subbiah, Brahman ... ..              | 9        |
| Total pagodas ...  | 35       |

Bayappa Chetty being called upon in support of the prosecution and having been duly sworn, deposeth 'that on a shandy day at Daulatabad I paid 5 pagodas into the hands of Virappa Chetty and Muni Chetty gave him 8 pagodas to which sum the prosecutor added 9 pagodas and made up 22, which he paid into the hands of Subbiah, a Brahman. At this time Virappa Chetty told me that he has already paid to Subbiah the sum of 13 pagodas.'

Q.—Did you of your own accord make this present to Subbiah or did he ask you for it?

A.—I had nothing to do with Subbiah on the occasion—Virappa Chetty asked me for the money and I gave it to him.

Q.—Did you see Virappa Chetty pay the money into the hands of Subbiah?

A.—Yes.

Q.—Who was present when he paid the money?

A.—Myself, Virappa Chetty, Muni Chetty and Subbiah?

Q.—What did Virappa Chetty say when he delivered the money?

A.—He said 'I pay you 35 pagodas on Lakshmana Rao's account.'

Q.—Do you know if he paid the money to Lakshmana Rao?

A.—I do not know.

Q.—Is Subbiah an agent of Lakshmana Rao?

A.—I do not know.

Q.—Did Subbiah give a receipt for the money?

A.—No.

Q.—On what account did Virappa Chetty pay this money to Subbiah on behalf of Lakshmana Rao?

A.—Because his father Goora Chetty was confined.



- Q.—Did any person tell you so?  
 A.—No.  
 Q.—How do you know that Virappa Chetty gave the money as a bribe on account of Goora Chetty?  
 A.—Virappa Chetty told me so.  
 Q.—When did Virappa Chetty tell you so?  
 A.—That day in the shandy.  
 Q.—What did Subbiah say to Virappa Chetty when he took the money?  
 A.—‘I will get Goora Chetty released in a few days.’  
 Q.—To Virappa Chetty—What did you say to Subbiah when you gave him the money?  
 A.—I said ‘My father has been a long time in prison, get him released and the taragu or custom settled in my favour; it is on that account I pay you the money.’  
 Q.—What answer did Subbiah make you?  
 A.—He said ‘I will get your father released and the taragu settled in your favour.’  
 Q.—Where did you pay the money to Subbiah?  
 A.—In my shop.  
 Q.—Where did Subbiah go after you paid him the money?  
 A.—Towards the house of Lakshmana Rao.  
 Q.—Who saw you deliver the money to Subbiah?  
 A.—Muni Chetty and Bayappa Chetty.  
 Observation:—The evidence Bayappa Chetty appearing to prevaricate in his deposition, he is again called in and cross-questioned.  
 Q.—What did Virappa Chetty say to Subbiah when he paid him the money?  
 A.—Virappa Chetty said ‘Take your money and go away.’  
 Q.—What did Subbiah say to Virappa Chetty when he received the money?  
 A.—‘Come by and by.’  
 Q.—When Virappa Chetty paid the money to Subbiah, did he say to him ‘My father has been a long time in confinement, get him released’?  
 A.—I do not recollect.  
 Q.—Where did he pay the money?  
 A.—At his house.  
 Q.—Did Virappa Chetty, when he paid the money, say ‘I give it you on Lakshmana Rao’s account’?  
 A.—Yes.  
 Q.—After the money was paid who went away first?  
 A.—Subbiah went away.  
 Q.—To Virappa Chetty.—Why did you pay the money to Subbiah; was he the declared agent of Lakshmana Rao?  
 A.—He was one of Lakshmana Rao’s family and was often employed by him in Panchayats or courts of arbitration.

The prosecutor having no other evidences the prosecution is closed. Lakshmana Rao gives in the following defence:—

Lachy Ram came to Krishnagiri and preferred a complaint at the kachheri against the prosecutor’s father for having encroached on his rights and privileges as Sayar farmer in exacting a taragu or custom from the salt merchants on which account Captain Graham sent for him to Krishnagiri and put him in confinement. Some time after, he referred the parties to me and directed me to investigate the matter and report the result. On making an enquiry Lachy Ram stated that the *zubi rusūms*, *jāri rusūms*, and *taragu* are sequestered and allowed privileges and the duty on salt was included in his patti or deed of agreement which proved to be the case. On this I sent for Goora Chetty and told him how matters stood and added ‘that he was not a Chetty but only a common trader; from whence then did he derive the authority of levying the taragu or duty on salt? The Sarkar has abolished the privileges of the Chetties, how then should you make this exaction?’ He answered ‘I have always collected the taragu and have divided it among such people as were entitled to a share and on my own account I have only taken a dub and two manams per khandi as a compensation for my trouble as collector.’ I reported this to Captain Graham who in consideration of

Goora Chetty's having acted without authority from the Sarkar directed that he should refund what he had collected which was settled at the sum of 29 pagodas. On demanding the money Goora Chetty said that it was not he alone that was the actor in the business, that he was associated with three or four others who partook both in profit and loss. He prevaricated in this manner for several days on which account Captain Graham sent for the whole of them and I demanded payment of the money, but they would come to no decision and put the matter off for many days which I reported to Captain Graham and he told them that they had committed a great offence in making such an exaction, when they know that it had been prohibited by the Sarkar by public proclamation and that they ought to pay a fine as well as refund. They at length paid that sum at Palacode. Other complaints were also made against the prosecutor and his father for making exactions on account of different privileges formerly enjoyed by the Chetties but now abolished by the Sarkar. These complaints I was obliged to represent to Captain Graham and he took the necessary steps to redress them and as I was the channel of communication, they the Chetties took a great aversion to me on the supposition that Captain Graham had acted under my influence; and they publicly gave out at the time that they would watch an opportunity to ruin me, which I reported to Captain Graham who told me not to mind them. With regard to Subbiah, he is not my friend or relation; he like many others stayed about the kachheri in hopes of employment, nor was he considered as one of my family; he may often have dined at my house as a guest.

At one time I requested the loan of ten pagodas from the prosecutor who would not send the money but brought it himself. It is therefore odd that he should on the present occasion have paid so large a sum as 35 pagodas to an obscure Brahman like Subbiah.

Subbiah being called in behalf of the defendant, deposes on oath that he never had money dealings of any kind with Vira Chetty and never received any from him on account of Lakshmana Rao.

Q.—Did you never see the prosecutor at Daulatabad?

A.—Yes.

Q.—Did you ever see Bayappa Chetty and Muni Chetty at Daulatabad?

A.—No.

Q.—Did you ever go to Virappa Chetty's house in Daulatabad?

A.—Yes, I went once in company with Krishna Achari and I went once to see a new house that he was building there.

Q.—Who did you see there?

A.—When we went there we only saw Goora Chetty.

Q.—When you went to the new house who were there?

A.—Virappa Chetty and Goora Chetty.

Q.—What employ had you at that period?

A.—I was member of the Court of Arbitration.

Q.—Where is your place of residence?

A.—The village of Cauveripatam.

Q.—When you was at Daulatabad in whose house did you lodge?

A.—In the house of my brother-in-law.

Q.—Where did you board?

A.—With my brother-in-law.

Q.—Did you ever dine with Lakshmana Rao?

A.—Yes, in common with his other acquaintances.

Q.—Did you ever act as an agent in any respect for Lakshmana Rao?

A.—No.

Q.—Did you hear of a complaint that Lachy Ram, the Sayar farmer, preferred against Goora Chetty?

A.—No.

Q.—Did you hear of Goora Chetty's being a prisoner?

A.—Yes.

Q.—Who released him?

A.—I do not know.

Q.—When you went to his house in company with Krishna Achari was it before or after he was put in prison?

A.—Before.

Q.—When you went to see the new house, was it prior to his imprisonment?

A.—Afterwards.

Q.—Had you ever any transaction with the prosecutor?

A.—No, but I had with his brother Kuppa Chetty. Ananda Rao the brother-in-law of Lakshmana Rao at his marriage had occasion for some gold and silver ornaments and borrowed some of Kuppa Chetty. I carried at two different times 39 and 20 pagodas and redeemed some of them.

Q.—Does Kuppa Chetty live in the same house with Virappa Chetty?

A.—Yes.

Rejoinder by the prosecutor Virappa Chetty:—Subbiah, the evidence in support of the defence, says that he came to my house two or three times whereas he has often and often been there.

Q.—Can you prove that Subbiah frequently came to your house?

A.—No.

Summary:—In this charge it is necessary to establish two facts, viz., the offer that was made by Subbiah to Virappa Chetty and the money having been given to Lakshmana Rao or to his agent. In regard to the first, the offer that was made by Subbiah to Virappa Chetty is only supported by the deposition of the latter and as strongly denied by the former. The second assertion of the prosecutor's paying the 22 pagodas to Subbiah in the shandy of Daulatabad is corroborated by the plausible evidence of Bayappa Chetty did he not contradict himself and differ as to the conversation that passed at the time between Subbiah and Virappa Chetty.

Contradictions in the evidence of Bayappa Chetty:—

Q.—What did Virappa Chetty say when he delivered the money?

A.—He said I pay you 35 pagodas on Lakshmana Rao's account.

Q.—*again*—What did [he] say to Subbiah when he paid him the money?

A.—Virappa Chetty said 'Take your money and go away.'

Q.—When Virappa Chetty paid the money to Subbiah, did he say to him 'My father has been a long time in confinement, get him released?'

A.—I do not recollect.

Q.—Did Virappa Chetty, when he paid the money, say 'I give it you on Lakshmana Rao's account.'

A.—Yes.

Q.—To Virappa Chetty.—What did you say to Subbiah when you gave him the money?

A.—I said, 'My father has been a long time in prison, get him released and the taragu or custom settled in my favour; it is on that account I pay you the money.'

The prosecutor and Bayappa Chetty give a different account of what the former said to Subbiah and the circumstance of Lakshmana Rao's name being mentioned is not proved and it is necessary that that point should be established to convict him, because Subbiah may have received a sum of money from the plaintiff, but it does not follow that it must have been on behalf of the defendant, nor is it asserted that the money was really paid to Lakshmana Rao. It is also extraordinary that Muni Chetty has not come forward on the occasion.

Opinion:—*Nil.*

*Proceedings of the 21st July.*

3RD ARTICLE OF THE 1ST CHARGE.

In June 1797 one named Balla Goud an inhabitant of Krishnagiri came to your petitioner and borrowed the sum of 60 pagodas at 22 cy. fs. per cent interest upon a bond signed by himself on account of Lakshmana Rao which has not been settled to this day.

Prosecution by Virappa Chetty.

One morning at Daulatabad Lakshmana Rao sent for me and my father and said 'I have an urgent occasion just now for 100 pagodas, do you lend that sum

to me.' My father remained silent but I replied that we had a great deal of money out in merchandise and debts and that we could not command that sum. He rejoined 'I am much in want of it' and I answered 'We cannot supply you' on which he told us to go away. In about an hour he again sent for my father, who on his coming home repeated to me the following conversation that had passed between them. "Lakshmana Rao begged of me to procure 60 pagodas and to pay it to Balla Goud who would give his bond for it repayable in two months." My father desired me to get the money which I did. An hour after Balla Goud and Venkatagirayya came together to our house and we asked them why they had come there. They answered 'you know what Lakshmana Rao said to you, give us the money and we will deliver you a bond payable in two months.' We agreed and the bond was made out and the money paid.

Translation of a bond given by Balla Goud, son of Balla Pachai Goud of Panganapalli to Goora Chetty, son of Virappa Chetty of Karamangalam, dated 5th Jaisht in the year Nala answering to 20th June 1796 :—

In consequence of my urgent occasion I have borrowed and received of you the sum of sixty star pagodas to run at interest at 25 per cent per annum, which I hereby engage to pay you the principal and interest due thereon in or at the end of two months after this date. I have given this bond with my free will and consent. Drawn by Kandacharam Venkatagirayya in the presence of the under-mentioned.

In witness whereof I set my hand and seal.

Witnesses—

(Signed) Jogi Chetty.

„ Muka Chetty.

(Signed) Balla Goud.

Q.—Did Jogi Chetty and Muka Chetty hear Venkatagirayya say 'You know what Lakshmana Rao said to you'?

A.—No.

Q.—Who was present when you paid the money into the hands of Balla Goud?

A.—My father Goora Chetty, Venkatagirayya and Balla Goud.

Jogi Chetty and Muka Chetty, witnesses on behalf of the prosecution, depose on oath that they were witnesses to the bond but know nothing further.

Q.—To Venkatagirayya—Do you know anything of this bond?

A.—Yes.

Q.—Whose bond is it?

A.—Balla Goud's.

Q.—Did you write it?

A.—Yes.

Q.—For whom was the money borrowed?

A.—For myself.

Q.—What did you do with the money?

A.—I defrayed the expenses of a marriage with it.

Q.—Who was present when you gave the bond?

A.—Goora Chetty, Vira Chetty, Muka Chetty and Jogi Chetty.

Q.—Where did you receive the money?

A.—Balla Goud sent it to me at my lodgings.

The prosecutor having no more evidences the prosecution is closed. Lakshmana Rao gives in the following defence :—

During the month in which this bond was written, I was at the village of Ganguleri and came one day to Daulatabad where I did not attend at the kachheri being ordered to collect some money that the inhabitants of Daulatabad were indebted to the Sarkar. A person named Rangiah who owed five hundred pagodas was absent and I demanded payment of his wife and family and she sent me some gold ornaments. One day Goora Chetty and the prosecutor came to see me when I said 'Rangiah is not in the village, therefore do you take these ornaments and advance the money on them.' They answered 'We have not a single cash' and they took their leave. Afterwards I sold the ornaments and

sent the money to Captain Graham. I deny ever sending for the prosecutor or his father nor do I know anything of this transaction.

Q.—To Lakshmana Rao—Who was present when this conversation passed?

A.—No person. I was in disgrace with Captain Graham about the balance due from the inhabitants of Daulatabad and few people visited me.

Balla Goud being called into court deposes that one day Venkatagirayya came to him and requested he would borrow 60 pagodas for him as he had occasion for that sum. I agreed and he and me went to the house of the plaintiff and I procured the money and gave my bond for it.

Q.—In whose hand did Virappa Chetty give the money?

A.—Into mine.

Q.—Did you give the money to Venkatagirayya at Virappa Chetty's house?

A.—Yes.

Q.—Do you think that Venkatagirayya borrowed the money on account of Lakshmana Rao?

A.—No, I think he borrowed it on his own account.

Q.—Has the money been repaid?

A.—No.

Q.—Do you often become security on money transactions?

A.—Yes, if I know the person who is in want of my assistance.

Summary:—The evidences for the defence admit the borrowing of the money; but from their testimony it does not appear that it was borrowed on account of Lakshmana Rao.

#### 4TH ARTICLE OF 1ST CHARGE.

Lakshmana Rao borrowed of your petitioner the sum of 12 pagodas 22 fanams in January 1797 upon a note of hand payable in one month without interest but has not yet repaid the money.

Prosecution:—A weaver named Venkoji, an inhabitant of Daulatabad, was indebted to me, and on my importuning him for the money he went to Lakshmana Rao. Afterwards Lakshmana Rao came near the new pagoda and sent for me and told me he would pay me the 12 pagodas 22 fanams in the course of a month. I answered 'Very well, send me a chit and I shall include it in his account' which was as follows:—

Translation of a letter from Lakshmana Rao to Virappa Chetty dated 22nd December 1797. After due compliments, 'I promise to pay you on or at the end of one month after this date the sum of 12½, twelve and half, star pagodas which you lent to Venkoji and hope you will not trouble him for the same.'

Lakshmana Rao acknowledges that 'I owed some money to Venkoji on account of cloth and that on his being hard pressed by Virappa Chetty for the payment of some money he applied to me and I sent for Virappa Chetty and told him that as he had some of my brother-in-law's ornaments in pawn I would be answerable for the debt on which he would not take my bare word but desired me to give him a note of hand which I did payable at the end of one month. After the expiration of that period he demanded the money and I told him that I would pay it as soon as my brother-in-law's ornaments could be redeemed.'

Opinion:—The money ought to be paid to Virappa Chetty.

#### 5TH ARTICLE OF THE 1ST CHARGE.

Lakshmana Rao borrowed of your petitioner 10 pagodas as per note of hand dated 5th June at 1 pagoda per cent; this has never been settled.

Prosecution:—Virappa Chetty deposes that 'One day Subbiah came to me and said that Lakshmana Rao had occasion for 10 pagodas and requested that I would lend him that sum on which I told him that if he would bring Lakshmana Rao's note of hand, I would give him the money which he did and I paid it him'; the following is the bond:—

Translation of a bond given by Lakshmana Rao, Peshkar of Captain Graham, to Goora Chetty, dated 5th Jaish in the year Pingala answering to June 1797:—

In consequence of my urgent occasion I have borrowed and received of you the sum of 10 star pagodas to run at interest at 1 per cent per annum which I hereby promise to pay on or before two months after this date.

In witness whereof I set my hand and seal and drawn by me in presence of the undermentioned witnesses.

Witness { Subbiah.  
Maistri Nagappa.

Lakshmana Rao acknowledges the debt but says that Subbiah did not go to Vira Chetty's house to borrow the money; that one day when Vira Chetty was passing by he called to him and himself asked him for the money.

Q.—to Subbiah.—Did you ever borrow ten pagodas of Vira Chetty on account of Lakshmana Rao?

A.—No.

Q.—Do you know anything about the note of hand?

A.—Yes, Lakshmana Rao said that he had given such a note of hand and had put down my name as a witness to it.

Q.—to Vira Chetty.—Have you any witness to prove that Subbiah came to your house and carried away the money?

A.—No.

Summary.—The justness of the debt is established by the acknowledgement of the defendant but the circumstance of Subbiah having been the agent is not proved.

Opinion.—The money ought to be paid with interest.

#### 6TH ARTICLE OF THE 1ST CHARGE.

Bayappa Chetty borrowed of your petitioner on account of Lakshmana Rao 135 pagodas upon mortgage for which Bayappa entered into a bond at 22½ cantary fanams; this bond is dated October 1796.

Prosecution by Vira Chetty:—In the month of Alpissi in the year Rakshasa 1795, Lakshmana Rao went to Karamangalam and pledged gold ornaments as per following mortgage bond:—

Translation of a mortgage bond given by Bayappa Chetty to Goora Chetty father of Vira Chetty, dated 8th Alpissi in the year Rakshasa or 28th September 1795:—

In consequence of my urgent occasion I have mortgaged the following \*joys, viz., 1 gold neck string with one plate and 1 string with 80 round beads of gold, 140 pagodas weight, wastage 8, remainder 132, 95 touches per pagoda which I mortgaged and receive of you the sum of 135 star pagodas to run at interest at 23 per cent per annum. If any accident happen to the above ornaments I hereby bind myself to make up the deficiency.

(Signed) Bayappa.

Drawn by Kuppiah in the presence of the under-mentioned witnesses—

(Sd.) Nanjadu. Shoudada.

Lakshmana Rao acknowledges having made this mortgage but that it was not on his account; the circumstance was thus:—

When Daulatabad was built Captain Graham distributed money among several families to encourage them to reside there and as the money was disbursed through my hands, Captain Graham held me responsible for it. When the payment of the money became due to the Sarkar several families were unable to discharge their respectable [respective?] debts and Captain Graham on that account became very angry with me. Two persons named Rangappah and Rangiah had not ready money sufficient to answer the Sarkar claims; therefore they delivered over to me gold ornaments to the value of 140 pagodas which I pawned with Kuppiah, Kharidar of Karamangalam, and he gave them in pledge to Kuppa Chetty

\*Joys = Jewels or ornaments: Hobson Jobson, page 465.

the brother of Vira Chetty and procured me 135 pagodas which I paid to the Sarkar. Rangiah and Rangappa have not as yet been able to discharge the money and their ornaments still remain in pawn. At my marriage last year I was in want of that kind of ornaments and could not procure them anywhere. I then offered to purchase the pawned ones but my prosecutor would not then send for them.

Summary.—From what has been said *pro and con* it appears that these ornaments were not the private property of Lakshmana Rao but were negotiated by him for the benefit of the Sarkar.

7TH ARTICLE OF THE 1ST CHARGE.

Appaji Rao, inhabitant of Daulatabad, borrowed 70 pagodas on account of Lakshmana Rao as per his bond dated 17th January 1796 the interest at  $12\frac{1}{2}$  cantary fanams per cent per month.

Prosecution.—Vira Chetty deposeth “ that in the month of February 1796, Appaji Rao came to me and requested the loan of 70 pagodas on a pledge of gold and silver ornaments. I answered these gold and silver ornaments are not of such value for 70 pagodas to be advanced upon them. On this he importuned me very much and said that in the course of 3 or 4 days he should receive 18 pagodas which he would give to me in part payment and discharge the remainder in the course of a month, on which I gave him the money and he gave me the following bond ” :—

Translation of a bond given by Appaji Rao to Vira Chetty dated 12th Magh in the year Rakshasa answering to February 1796 :—

In consequence of my urgent occasion I have borrowed and received of you the sum of 70 star pagodas to run at interest at  $2\frac{1}{4}$  cantary fanams per cent per month for which I mortgage the following ornaments, viz., 1 pair of gold bracelets,  $35\frac{1}{2}$  pagodas weight, deduct the wastage of wax, etc.  $5\frac{1}{2}$ , remain 30 pagodas ; 1 pair of silver chains 114 Rs. weight. The above said seventy star pagodas I hereby bind myself to pay on or before the end of one month.

In witnesses whereof I set my hand and seal

(Signed) Appaji Rao. .

Drawn by Virappa in the presence of the under-mentioned witnesses—

Nagappa. Davalur Venkatappa.

Q.—How do you know that Appaji Rao borrowed the money on Lakshmana Rao's account?

A.—In the month of Vaiyasi in the year Pingala or 1797, Appaji Rao came to Daulatabad which coming to my knowledge, I waited upon him and demanded payment of the money. He answered ‘ I borrowed the money on Lakshmana Rao's account. He has not repaid me nor have I the ability to discharge it but I will take care that you shall be paid in the month Adi or July.’ I was not satisfied at this answer and took Appaji Rao to Lakshmana Rao's house in order to confront them, but Lakshmana Rao was not at home, and Appaji Rao and me parted, he assuring me that I should be paid in the month Adi or July.

Q.—Have you any witnesses to produce to corroborate what Appaji Rao said to you concerning Lakshmana Rao?

A.—No.

The prosecution being closed and Lakshmana Rao being put on his defence says that he knows nothing of this loan nor was Appaji Rao ever empowered to negotiate it on his account; further more if Vira Chetty supposed that it had been borrowed on his account, it is extraordinary that he never mentioned the circumstance to him.

Appaji Rao being called in deposeth that he did pledge some gold and silver ornaments with Vira Chetty for a loan of 70 pagodas which he has not as yet redeemed.

Q.—On whose account did you borrow this money?

A.—On my own account.

Q.—Whose property were the ornaments that were pledged?

A.—My own.

Q.—Did you tell Vira Chetty that it was on Lakshmana Rao's account you borrowed the money?

A.—No.

Q.—Did you and Vira Chetty ever meet at Daulatabad?

A.—Yes.

Q.—Did you and Vira Chetty ever go to Lakshmana Rao's house?

A.—No.

Summary.—In this charge it is necessary to prove that the money was really borrowed on Lakshmana Rao's account to establish his guilt. The charge is only supported by the assertion of the prosecutor and as positively denied by the defendant and Appaji Rao, nor has the prosecutor a single witness to the conversation that passed between him and Appaji Rao when he said the money was borrowed on account of Lakshmana Rao.

Opinion.—The charge is not proved.

#### 8TH ARTICLE OF THE 1ST CHARGE.

Kuppiah, Kharidar head farmer of Karamangalam, borrowed from your petitioner the sum of 100 pagodas on account of Lakshmana Rao at 17 cantary fanams per month. Your petitioner has received in part 69 pagodas but the remaining balance though due 20 months ago has not yet been paid.

Prosecution.—Vira Chetty deposeth that in the month Avani or August in the year Nala or 1796 Lakshmana Rao sent some gold and silver ornaments to my younger brother Kuppa Chetty at Karamangalam in order to pledge them for a loan of money but my brother had no cash. Subbiah Kondacharam who was the bearer of the ornaments applied to a person of our cast named Muppa Chetty and requested him to persuade my brother to lend the money which he did and my brother granted the loan and took a bond from Subbiah Kondacharam signed by Kuppiah Kharidar of Karamangalam and Muppa Chetty and witnessed by Amlaka Bhaiya and Venkatagirayya.

Translation of a mortgage bond given by Kuppiah Kharidar of Karamangalam to Muppa Chetty and Kuppa Chetty, son of Goora Chetty, dated 1st Sravan in the year Nala or Aug. 1796:—

In consequence of my urgent occasion I have borrowed and received of you the sum of (100) one hundred star pagodas to run at interest at 17 per cent per annum to which I mortgaged the following ornaments, viz.

|                                     |     |     |                 |
|-------------------------------------|-----|-----|-----------------|
| Different sort of ornaments in gold | ... | ... | 86½ Ps. weight. |
| Do. do. in silver                   | ... | ... | 63¼ Ps. weight. |

(Signed) Kuppiah.

Drawn by Kondachar Subbiah in the presence of the under-mentioned witnesses—

Amlaka Bhaiya. Venkatagirayya.

By cash received in part of the above bond 30th Margali in the year Nala 1796, 34 pagodas. By silver received for changing some joys in different times. Returned the following jewels in the above date—34 ps. weight of gold joys; 36¾ Rs. weight of silver. By cash received 2nd time 7th Vysakh in the year Pingala or May 1797, 35 Star Ps.

Returned the joys in the above date 36½ pagodas weight of gold. Remaining joys in hand, viz., 16 pagodas weight of gold joys, 45 Rs. weight of silver joys. N.B.—They have changed some more joys which are not explained here.

Q.—How do you know that the ornaments were Lakshmana Rao's?

A.—Kuppiah, Kharidar of Karamangalam, and Subbiah Kondacharam told me so.

Kuppiah Kharidar being called in and having been duly sworn deposeth that he negotiated a loan of 100 pagodas on a pledge of gold and silver ornaments with Kuppa Chetty.

Q.—On whose account did you negotiate this loan?

A.—Ananda Rao, brother-in-law of Lakshmana Rao.



Q.—How do you know that it was on his account?

A.—Because Ananda Rao was then celebrating his marriage.

Subbiah being called upon deposes that he assisted at the negotiation of a loan of 100 pagodas on a pledge of gold and silver ornaments on account of Ananda Rao, the brother-in-law of Lakshmana Rao, to defray the expenses of his marriage.

The prosecution being closed, Lakshmana Rao acknowledges the negotiation of the loan but says that it was on account of Ananda Rao and that the ornaments so pledged were also his.

Summary.—From what appears for and against the defendant the loan was actually negotiated but it seems to have been on account of Ananda Rao, the defendant's brother-in-law.

Opinion.—*Nil.*

### 2nd Charge.

Complaint of a number of ryots of the village Tutripalli in the Kammanellore district against Lakshmana Rao, Captain Graham's peshkar.

In 1795 at a feast about to be celebrated in their village a dispute arose between the right and left hand casts about wearing red cloths. These ryots of the right hand cast went to Captain Graham's kachheri to obtain redress. Lakshmana Rao told them if they would give him 10 pagodas he would settle their dispute according to the mamul. They accordingly subscribed among themselves as follows :—

|              |     |     |     |     |     |     |     |    |    |   |
|--------------|-----|-----|-----|-----|-----|-----|-----|----|----|---|
| Chinnathambi | ... | ... | ... | ... | ... | ... | 1   | 11 | 20 |   |
| Buda Goud    | ... | ... | ... | ... | ... | ... | 1   | 11 | 20 |   |
| Ankat Goud   | ... | ... | ... | ... | ... | ... | 2   | 22 | 40 |   |
| Kuppa Goud   | ... | ... | ... | ... | ... | ... | 0   | 37 | 40 |   |
| Andi Goud    | ... | ... | ... | ... | ... | ... | 0   | 37 | 40 |   |
| Aravanagiri  | ... | ... | ... | ... | ... | ... | 0   | 3  | 40 |   |
| Annamalai    | ... | ... | ... | ... | ... | ... | 2   | 22 | 40 |   |
| Total        |     |     |     |     |     |     | ... | 10 | 0  | 0 |

They paid the money to Lakshmana Rao and in a few days these ryots received a written order from Captain Graham confirming them in their privileges, which order they delivered to the Tahsildar of their country (Subbarayan) and the affair was settled to their wish.

There being no particular one of the ryots appointed by the whole as prosecutor they are called in separately and examined.

Chinnathambi having been duly sworn gives the following deposition :—

'About 3 years ago a dispute happened between the right and left hand cast; we went and made a complaint to Captain Graham's kachheri but I made no application and returned to my village. Afterwards Annamalai Goud came to me and some other ryots and said if we would give him 10 pagodas he would settle our dispute to our satisfaction on which we made a subscription and paid the money to Annamalai Goud.

Q.—How much of the subscription did you pay?

A.—1 pagoda 11 fanams and 20 cash.

Q.—Who were the people that subscribed?

A.—Andi Goud, Atkar Goud, Chouda Goud, Arruni Goud, Kuppa Goud and Annamalai Goud.

Q.—How many pagodas did you all subscribe?

A.—Ten.

Q.—To whom did you pay the money?

A.—To Annamalai Goud.

Q.—Where did you pay the money to him?

A.—In the village of Tutripalli.

Q.—Do you know if he paid the money to Lakshmana Rao?

A.—I don't know, he said he would pay it to him.

Atkar Goud being called in behalf of the prosecution and having been duly sworn deposeth 'that about 3 years ago a dispute took place in their village between the right and left hand cast on which Chinnathambi Goud and Annamalai Goud came to me and said that I must contribute a sum of money or the dispute would not be settled in our favour.'

Q.—How much money did you subscribe?

A.—Two pagodas and a half.

Q.—Whom did you pay the money to?

A.—To Chinnathambi Goud.

Q.—Where did you pay the money?

A.—In the village of Tutripalli.

Q.—What did Chinnathambi Goud say to you when you gave him the money?

A.—He said that our festival would not be celebrated without a subscription.

Q.—Who was present when you paid the money?

A.—Only Chinnathambi Goud.

Q.—Did Chinnathambi say he took the money from you on account of Lakshmana Rao?

A.—No.

Q.—Did Chinnathambi pay the money to Lakshmana Rao?

A.—I don't know.

Andi Goud being called upon deposeth that about 3 years ago a quarrel ensued in his village between the right and left hand cast on which the ryots made a complaint at Captain Graham's kachheri.

Q.—Did you subscribe any money towards settling the dispute?

A.—Chinnathambi Goud asked me for some money but I pleaded poverty and I begged that he would pay my subscription.

Q.—How much was your share of the subscription?

A.—Thirty-seven fanams and forty cash.

Q.—Who did Chinnathambi say the money was for?

A.—He did not mention any name but said it was to settle the dispute in question.

Q.—Did Chinnathambi Goud say the money was for Lakshmana Rao?

A.—No.

Q.—Were any of the Gouds present when you paid the money?

A.—No.

Q.—Where did you pay the money?

A.—In our village.

Q.—Did you know if the money was paid to Lakshmana Rao?

A.—No.

Arruni Goud deposeth that he knows nothing of the matter but says that at a festival Chinnathambi Goud asked him for thirty-seven fanams and forty cash.

Q.—On what account did Chinnathambi Goud ask for the money?

A.—To defray the expenses of the festival.

Q.—Did you pay the money to Chinnathambi?

A.—No.

Q.—How did you evade the payment?

A.—I pleaded poverty.

Q.—Did Chinnathambi say that he demanded the money on account of Lakshmana Rao?

A.—No.

Q.—Do you know if Chinnathambi paid any money to Lakshmana Rao on account of the festival?

A.—No.

Q.—Did you know if Annamalai Goud paid any money to Lakshmana Rao on that account?

A.—No.

Kuppa Goud being called in deposeth that he knows nothing about the dispute but that he contributed 1 pagoda 11 fanams 20 cash towards the defraying the expenses of a festival.

Q.—Who asked you for the money ?

A.—Chinnathambi Goud.

Q.—Did Chinnathambi Goud say it was for Lakshmana Rao ?

A.—No.

Q.—Did you know if he paid the money to Lakshmana Rao ?

A.—No.

Annamalai Goud being called in deposed that a quarrel happened between the right and left hand cast about wearing red cloths which ought only to be used by the former but the latter urged that the Company's Sarkar had abolished all distinctions between casts and they would use whatever ensign they pleased. Myself being of the right hand cast, I went to Palacode and complained to Lakshmana Rao and was taken by him to Captain Graham who said that the order respecting the right and left hand cast was with Colonel Read, which he would send for and settle the dispute accordingly. Afterwards the kachcheri moved to Marindapalli where I followed it, and received a tākīd to Subbarayan, the Tahsildar of Cauveripatam, directing that the two casts should conduct themselves according to custom which tākīd I brought to Subbarayan who carried it to the village of Vellakarpatti where the festival was held and assembled a panchayat consisting of Chella Goud, Tambar Goud and Din Muhammad which decided on the dispute but the left hand cast would not abide by its decision and demanded that the right hand cast should settle the dispute by supporting their claim with an oath which was accordingly done and the left hand cast gave up the matter.

Q.—Did you pay anything to Lakshmana Rao to settle the dispute ?

A.—No.

Q.—Did you collect any money from the Gouds or other inhabitants ?

A.—Yes, 10 pagodas.

Q.—Why did you collect this money ?

A.—To defray the expenses of the festival.

Q.—How were the 10 pagodas laid out ?

A.—Five pagodas for sky rockets, one pagoda to the goddess Puttamma, one pagoda to the god Perumal, six sultānī fanams to the goddess Kanniamma, six sultānī fanams to the goddess Mariamma, one pagoda to the god Virabhadra, one pagoda to the bajantris or musicians.

Summary.—From the deposition of the different evidences it appears that 10 pagodas were collected by subscription from the Gouds but not for the purpose mentioned in the charge, for it seems the money was laid out in defraying the expenses of the festival.

Opinion.—The charge is false.

### 3rd Charge.

Complaint of Shaik Imam, Khadir Sahib and Miran Sahib, Lubbaīs of Tiruppattur.

They state that they were appointed by Lieutenant-Colonel Read Sayar farmers of Tiruppattur in May 1792 for one year at 1,050 cantary pagodas and after his departure to Salem, Captain Graham came to Tiruppattur for the purpose of settling the rents of the inhabitants when through the malignity of several evil minded persons he was made to believe that they did not pay so much for their farm by 300 pagodas as they ought. Captain Graham accordingly sent for them and told them that they must consent to an increase of 300 pagodas to their former rent ; but their head partner Khadir Sahib being there [then?] absent at Arcot, they replied that until his return they could not consent to any increase of rent. Upon which Captain Graham ordered them to be confined for 6 days, and being afterwards sent for, told them that unless they would consent to the proposed increase of rent, must immediately deliver up all the collection they had made since they had been appointed by. . . . They replied that they were willing to pay from the time they held their patti at the rate of 1,050 pagodas per annum to which Captain Graham would not agree but asked them if they would pay 250 pagodas more than their former rent, to which they consented and received a new patti for

1,300 pagodas giving back the one formerly given them by Lieutenant-Colonel Read. Soon afterwards Captain Graham having issued an order to exempt all grain going to Krishnagiri from duty, one of their peons contrary to their orders laid a tax upon 2 bags of grain going to that place for which they were summoned to Captain Graham's kachcheri and fined 12 rupees. Whilst at Muttur, Lakshmana Rao peshkar asked Khadir Sahib for the lend [loan] of his horse to go to Vaniyambadi but the horse being then fatigued, he refused to lend him. On the removal of the kachcheri to Cauveripatam Lakshmana Rao asked Khadir Sahib if he would sell his horse and Narayana Chetty (inhabitant of Tiruppattur) being present, he desired him to value the horse which he did at 40 rupees. Khadir Sahib consented to the price and Lakshmana Rao paid the money and took a receipt for the same. When they were about returning to Tiruppattur, Lakshmana Rao remarked that they had made him no return although he had settled their rent so low and also the 12 rupees which they had paid as a fine ought to have been 12 pagodas had he not settled it so. After consulting among themselves they agreed to return the 40 rupees Lakshmana Rao had paid them and make him a present of the horse (they have no witnesses to prove their giving back the 40 rupees). At the end of the year they went to Krishnagiri for the purpose of settling their accounts with the Sarkar, but chiefly about the tax upon grain having been suspended when Lakshmana Rao did all in his power to confuse them by a pretence of his having forgot all former accounts. But upon their promising him 20 pagodas, should he settle their accounts properly, he consented and received the money to which Bhim Raj, then Serishtadar in the Tahsildar's kachcheri is witness.

Shaik Imam being called in repeats what has been before stated in the complaint.

Q.—Where did you give back the 40 rupees ?

A.—At the village of Cauveripatam.

Q.—Who was present when you gave the money ?

A.—No person; myself and Khadir Sahib carried the money to Lakshmana Rao's lodging; I stayed outside of the door and Khadir Sahib entered the room and gave the money to Lakshmana Rao.

Q.—What coin was the money in ?

A.—In rupees.

Q.—What time did you carry the money ?

A.—At night.

Q.—What did Khadir Sahib say to Lakshmana Rao when he gave the money ?

A.—Lakshmana Rao asked him why he brought the money, and he answered "You always stay near our master and are continually angry with us; accept this as an offering." Lakshmana Rao answered "Very well."

Q.—Where did Khadir Sahib place the money ?

A.—It was tied up in a handkerchief which he gave into the hands of Lakshmana Rao who untied the handkerchief, took out the money and gave it back to Khadir Sahib.

Q.—What colour was the handkerchief ?

A.—Red.

Q.—from Lakshmana Rao.—Who came with you from Tiruppattur to Muttur ?

A.—Abdul Khadir, Miran Sahib, Mama Lubbai and several other people. I do not recollect their names.

Q.—Who rode on the horse ?

A.—Khadir Sahib.

Q.—On which quarter of the house in which you gave me money was the door ?

A.—I do not recollect.

Q.—On which side of the house was I sleeping ?

A.—I don't recollect.

Q.—Was the door shut or open when you came to the house ?

A.—Open.

Q.—Did you stand in front of the door ?

A.—No. I stood on one side of it.

Q.—by Captain Symons.—When Abdul Khadir came to the door did he call out Lakshmana Rao's name?

A.—No, he instantly entered the room and Lakshmana Rao said 'Who are you?' he answered 'I am Abdul Khadir' on which Lakshmana Rao told him to sit down.

Q.—from Lakshmana Rao.—Was I sleeping in the hall or private room?

A.—In the hall.

Q.—by Captain Symons.—How did you find out Lakshmana Rao's house?

A.—Abdul Khadir took me to it.

Q.—At the time you went to the house were none of Lakshmana Rao's relations in or about the outside of the house?

A.—No person.

Q.—Was there a court yard in front of the house and a gate to it?

A.—Yes.

Q.—Is it usual among people of your cast to enter a person's house at night without calling out and giving notice of your approach?

A.—It is our custom always to call out but on this occasion we saw Lakshmana Rao sitting in the house and we immediately went in without ceremony.

Q.—What do you know about the 20 pagodas that you gave as a bribe to Lakshmana Rao at Krishnagiri?

A.—At the end of the year we went to Krishnagiri for the purpose of settling our accounts with the Sarkar but thieftly [chiefly about?] the tax of grain having been suspended, when Captain Graham referred us to Lakshmana Rao to settle our accounts and he put us off from day to day on which we gave him 20 pagodas to settle our accounts.

Q.—Did you pay the 20 pagodas into the hands of Lakshmana Rao?

A.—No.

Q.—Did you see any other person give the money to Lakshmana Rao?

A.—No.

Q.—Did you make the bargain with Lakshmana Rao?

A.—No, Miran Sahib did it.

Q.—Did you hear Miran Sahib make the bargain?

A.—No.

Q.—Do you know if the 20 pagodas were paid to Lakshmana Rao?

A.—No.

Q.—How do you know that he demanded 20 pagodas?

A.—Miran Sahib told me so.

Abdul Khadir being called in deposes as follows:—I sold a horse to Lakshmana Rao for forty rupees and received the money from him. On making the payment Lakshmana Rao said "I shall not get my pay for fourteen or fifteen days, lend me the money till that time" which I did and at the end of that period he repaid it to my brother Muhammad Lubbai.

Q.—Where did you give the money to Lakshmana Rao?

A.—In the village of Cauveripatam.

Q.—What time of the day or night was it that you paid the money?

A.—About 3 o'clock in the afternoon.

Q.—Whilst at Cauveripatam did you ever go to Lakshmana Rao at any time of the night?

A.—No.

Q.—Did you ever give any money to Lakshmana Rao by way of a bribe in any respect?

A.—No.

Q.—Why then did you make a complaint against Lakshmana Rao to Colonel Read?

A.—I never made a complaint.

Q.—Do you know anything of Shaik Imam's having made a complaint against Lakshmana Rao?

A.—He once told me in the street that some Chetties had confessed to him that they had given bribes to Lakshmana Rao and that he had made a discovery of it to Colonel Read.

Q.—Did you ever empower Shaik Imām to make a complaint to Colonel Read respecting your having given 40 rupees and 20 pagodas as bribes to Lakshmana Rao?

A.—No.

Miran Sahib being called in declares that he knows nothing of the matter in question but that one day Shaik Imām came to him and said ‘I have been at Krishnagiri and have established some accounts against Lakshmana Rao,’ on which I answered ‘You have done a great thing.’ Another day he came and said that Naranappah called me, I replied ‘I have not time to wait upon him.’ The next day he did the same and also the day following, and being surprised at his frequent importunities I asked him what Naranappah wanted with me; he replied “I have included your name in my deposition at Krishnagiri” and that Naranappah wanted to talk to me about it. I rejoined ‘I know nothing about the matter for which you have included my name’ and he went away. Some days after, a dalayet came and took me to Mr. Read’s house who asked me if I had given 20 pagodas to Bhima Rao at Krishnagiri, I answered ‘No’—which is all that I know of the complaint in question.

Q.—Did you ever give anything by way of a bribe to Lakshmana Rao?

A.—No.

Summary:—Abdul Khadir and Miran Sahib declare on oath that they know nothing of the matter contained in the charge so that it is only supported by the single deposition of Shaik Imām.

Opinion:—The charge false and malicious.

Observation on the conduct of Shaik Imām:—The conduct of Shaik Imām in preferring so false and malicious a charge and supporting it by an oath when he knows it to be entirely groundless deserves the most exemplary punishment and the more so as upon enquiry it is found that he is notorious for telling lies.

4th Charge.

CHARGE AGAINST LAKSHMAYYA MUTASADDI IN CAPTAIN GRAHAM’S KACHOHERI.

Complaint of a number of ryots of the village of Tutripalli in the Kammalnellore district:—They state that one Lakshmayya under the Tabsildār of Cauveripatam came to these ryots and frightened them by saying that the rent of their lands would be raised. Annamalai, head inhabitant, then asked his advice upon the occasion who replied if he would give him 13 pagodas he would interest himself with others in the kachcheri to prevent their rents from being raised. They then subscribed among themselves 13 pagodas in the following manner.

|                     | P. | F. | C. |
|---------------------|----|----|----|
| Chinnathambi        | 1  | 28 | 10 |
| Mutkar Goud         | 3  | 11 | 20 |
| Andi Goud           | 1  | 3  | 60 |
| Arnagiri            | 1  | 3  | 60 |
| Kuppa Goud          | 1  | 3  | 60 |
| Buda Goud           | 1  | 28 | 10 |
| Annamalai, Kharidār | 3  | 11 | 20 |
| Total               | 13 | 0  | 0  |

The complainants not having re-elected a person among themselves to act as prosecutor, they are called in separately and examined.

Chinnathambi being called in deposes that when first the Baramahal came into the possession of the Honorable Company, one day Annamalai Goud came to me and said “Our country is passed into the hands of the Honorable Company and we are ignorant of the customs and disposition of that Sarkār;” just now Lakshmayya, one of the Mutasaddis, has asked me for 13 pagodas as a present in consideration of which he is always to make use of his influence in our favour

at the kachcheri. Afterwards Annamalai in concert with Kuppia, the then karnam, made a distribution of the subscription on the seven following Gouds, viz.

|   | P. | F. | C. |
|---|----|----|----|
| Chinnathambi ... ..                       | 1  | 28 | 10 |
| Annamalai Goud ... ..                     | 3  | 11 | 20 |
| Atkar Goud ... ..                         | 3  | 11 | 20 |
| Chorda Goud <i>alias</i> Buda Goud ... .. | 1  | 28 | 10 |
| Andi Goud ... ..                          | 1  | 3  | 60 |
| Arnagiri Goud ... ..                      | 1  | 3  | 60 |
| Kuppa Goud ... ..                         | 1  | 3  | 60 |
| Total pagodas ...                         | 13 | 0  | 0  |

Q.—To whom did you pay your share of the subscription ?

A.—To Annamalai Goud.

Q.—Where did you pay the money ?

A.—In the village of Tutripalli.

Q.—Who was present when you paid the money to Annamalai Goud ?

A.—The late Kuppia Karnam.

Q.—Do you know if Annamalai Goud paid the money to Lakshmayya ?

A.—I do not know.

Atkar Goud being called in deposeseth "that when the Baramahal came into the possession of the Honorable Company one day Annamalai Goud accompanied by the late Kuppia Karnam came to me and said 'Lakshmayya, the Mutasaddi of the kachcheri is come here and we must give him 13 pagodas which we must raise by contribution and your share of it comes to pagodas 3-11-20.'"

Q.—To whom did you pay the money ?

A.—Annamalai Goud.

Q.—Where did you pay the money ?

A.—In the village of Tutripalli.

Q.—Who was present when you paid the money ?

A.—The late Kuppia Karnam.

Q.—Do you know if Annamalai Goud paid the money to Lakshmayya ?

A.—Lakshmayya was in the village but I don't know if Annamalai Goud paid the money to Laskhmayya.

Andi Goud being called in deposeseth that on a time Annamalai Goud and Kuppia Karnam asked him for one pagoda, 3 fanams, 60 cash which he gave him.

Q.—What did Annamalai Goud say to you when he asked you for the money ?

A.—He said 'I have occasion for the money.'

Q.—Do you know if he paid the money to Lakshmayya ?

A.—Lakshmayya had come to the village but I don't know that Annamalai Goud paid the money to him.

Q.—Who was present when you paid the money ?

A.—Only Kuppia Karnam.

Arnagiri being called in deposeseth that he paid 1 pagoda, 3 fanams, 60 cash to Annamalai Goud.

Q.—How many years have elapsed since you paid the money ?

A.—I believe five years.

Q.—What did Annamalai Goud say to you when he asked you for the money ?

A.—He said he wanted it for Lakshmayya.

Q.—Who was present when Annamalai Goud asked you for the money ?

A.—No person.

Q.—Do you know if Annamalai Goud paid the money to Lakshmayya ?

A.—I do not know.

Kuppa Goud being called in deposeseth that about 3 years ago Annamalai Goud came to him and asked him for 1 pagoda, 3 fanams, 60 cash as his share of a subscription for Lakshmayya Mutasaddi.

Q.—Did you pay the money to Annamalai Goud ?

A.—Yes.

Q.—Who was present when you paid the money ?

A.—No person.

Q.—Do you know if Annamalai Goud paid the money to Lakshmayya ?

A.—I don't know.

Chorda Goud being called in deposes that about 3 years ago Annamalai Goud collected a subscription from several Gouds and amongst the rest took from him 1-28-10.

Q.—What did Annamalai Goud say to you when he asked for the money ?

A.—He said he wanted it for Lakshmayya.

Q.—Who was present when you paid the money ?

A.—Chinnathambi Goud, Kuppa Goud, Atkar Goud, Andi Goud and Arnagiri.

Q.—Do you know if Annamalai Goud paid the money to Lakshmayya ?

A.—No.

Annamalai Goud being called in deposes that when the country came into the hands of the Honorable Company that a contribution was levied on his village and directed to be paid by 3 instalments; the two first were discharged but when the payment of the third became due the different Gouds demurred and considered it as an extortion and complained to me and I went and represented it to Subbarayan the Tahsildar who came to the village and pacified the people and said to me 'The Sarkar's dalayet is come and presses me for the money; at any rate raise the last instalment and pay it to me and I will send it to the Sarkar.' On which I collected 13 pagodas from the different Gouds and gave it to him.

Q.—In whose presence did you pay the money ?

A.—The late Kuppia, Karnam of the village.

Q.—Was Lakshmayya in your village at that time ?

A.—Yes, he came with the Tahsildar.

Q.—At that time did you pay any money to Lakshmayya ?

A.—No.

The prosecution being closed and Lakshmayya put upon his defence, denies having received any such sum of money.

Subba Rao, Tahsildar of Cauveripatam being called in and examined on account of the Sarkar, deposes that when the Baramahal came into the possession of the Company the ryots were assessed for the remaining part of the year that they had not accounted for to the Sarkar of Tipu Sultan and that Annamalai Goud paid him the assessment of the village of Tutripalli at three instalments, the two first amounting to 14 pagodas each and the last to 13.

Summary:—From the evidence of the ryots and Subba Rao, Tahsildar, it appears that the sum of 13 pagodas was really collected from them but not for the purpose set forth in the complaint.

Opinion:—The charge is ill-founded.

The voluntary declaration of Doom Achari and Gouray Yellappa respecting Annamalai Goud:—

Declaration of Doom Achari:—

After Annamalai Goud had been to Krishnagiri to make a complaint against Lakshmana Rao and had returned to Cauveripatam he was one day standing with some other ryots near the Kutwal's Choultry. I overheard the following conversation between him and the others. Annamalai said to the others 'I never gave 10 pagodas to Lakshmana Rao; everything I said on that head at Krishnagiri is a lie and I behaved very ill in doing so.'

Q.—Who was with you when you overheard the conversation ?

A.—Gouray Yellappa.

Gouray Yellappa being called in declares that the Tutripalli ryots who had been to Krishnagiri and had returned to Cauveripatam were standing one day near the choultry and quarrelling among themselves when Annamalai said to the others 'The deposition we have given in at Krishnagiri is false; what shall we do when it is brought to the test?' Some of the others answered 'We must do as well as we can.'



Q.—Who was with you when you overheard this conversation ?

A.—I had been conversing with another ryot who had just then left me.

Q.—Did you hear anything more ?

A.—No.

Observation on the conduct of Annamalai Goud during the trial:—When he was examined on one of the charges he pretended that he could not talk Gentoos and gave his evidence in the Malabar language and when he was examined on a second charge he gave his deposition in the Gentoos language and was perfectly acquainted with it. This circumstance shows a disposition to deceive.

#### 5th Charge.

Complaint of Sama Goud, &c., 4 inhabitants of the village Samanur in the district of Palacode:—That when Captain Graham with his kachcheri came to the village of Samanur to estimate the crops the rent of their lands were thereby increased. A Kharidār of Tutripalli named Annamalai conversing with them said if they would make Lakshmana Rao a present it would prevent any increase in their rents. They then subscribed among themselves as follows:—

|                   | Pagodas. |
|-------------------|----------|
| Sama Goud ... ..  | 2½       |
| Kutta Goud ... .. | 2½       |
| Nella Goud ... .. | 2½       |
| Saman ... ..      | 2½       |
|                   | 10       |

Annamalai received the above 10 pagodas and promised to pay it to Lakshmana Rao who has never performed his promise regarding them.

Lakshmana Rao being called upon and the charge being read to him pleads not guilty.

Prosecution:—Sama Goud being called upon and having been duly sworn deposeth “that his uncle Samar Goud on his death-bed told him that when the Sarkar servants were estimating the crops Annamalai Goud came to him and asked for 10 pagodas to give to Lakshmana Rao. After his death I went to Annamalai Goud and asked if my uncle had given him 10 pagodas and he answered ‘No.’

Q.—How much money did you pay ?

A.—Two pagodas and a half.

Q.—Do you know if your uncle really paid the money to Annamalai Goud ?

A.—I don't know.

Kutta Goud being called in deposeth that his son-in-law Samar Goud took from him and Saman Goud, Nella Goud and Sama Goud 10 pagodas and on his death-bed said he had given that sum to Annamalai Goud.

Q.—Did you see your son-in-law give it to Annamalai Goud ?

A.—No.

Q.—Who was present when your son-in-law told you this ?

A.—No person.

Saman Goud being called in deposeth that the late Goud of his village Samar Goud told him that he had given Annamalai Goud 10 pagodas.

Q.—On what account did he give the money to Annamalai Goud ?

A.—To lower the estimation of crop.

Q.—Did you see your Goud give the money to Annamalai Goud ?

A.—No.

Q.—Who was present when your Goud told you this ?

A.—Kutta Goud.

Annamalai Goud being called in behalf of the Sarkar deposeth that after he had made a complaint to Captain Graham's kachcheri respecting the dispute between the right and left hand cast and had returned to his village and settled it, he went back to the kachcheri to report the issue of the affair. “When I was coming home to my village I was stopped by Samar Goud who said that the

Sarkar people had over-estimated his crop and requested I would intercede with Lakshmana Rao to get it lowered." I answered 'I have no influence with him, if you would speak to Paya Goud he may be able to effect it.' After this I came home and in about a year and a quarter Samar Goud died when his son-in-law came to me and demanded 10 pagodas which his father-in-law gave to me in order to get the estimation of the crop lowered. I replied that I had never received any money from him on that account and was ready to support my assertion by an oath on which he went away and came to Colonel Read's kachcheri at Krishnagiri and preferred a complaint against me.

Q.—Did you not take the 10 pagodas from Samar Goud?

A.—No.

Q.—Did you ever pay any money to Lakshmana Rao?

A.—No.

Prosecution being closed, Lakshmana Rao gives the following defence:— That he never at any time made use of an agent when he was settling the business of the Sarkar and that he never at any time made use of Annamalai Goud in that capacity. Besides which the late Samar Goud had conceived a great aversion to him on the following account: when the kachcheri was at Marandapalli, the Goud came and offered 40 pagodas rent for a piece of ground that was worth 80 and was refused. Afterwards he agreed to the terms of the Sarkar and the land was rented to him according to the measurement of the survey.

Summary:—From the evidence of the ryots it appears that the late Goud did on his death-bed tell them that he had given 10 pagodas to Annamalai Goud, but as no person saw him pay the money his assertion is not substantiated by proof nor is there any testimony of the money having been paid to Lakshmana Rao.

Opinion:—This charge is not proved.

#### 6th Charge.

The complaint of Srinivasacharlu, inhabitant of the village of Gūdiam in the district of Krishnagiri:—I enjoyed the Sirapalli village in the pargana or hobli of Kadapalli and in the district of Palacode from time immemorial as a free gift until the government of Tipu when he escheated the aforesaid village. In the year Nala or 1796 Captain Graham settled the jamabandi of that year and I, with a view to live in my native country, desired Lakshmana Rao to name the rent of that village which he put off by frivolous excuses and I was thereby induced to offer Lakshmana Rao a bribe of 10 cy. cs. through Ramasawmy of Palacode, but [he] has not yet settled the rent agreeable to his promise.

Declaration given by Ramasawmy of Palacode:—This declarer states that one Srinivasacharlu asked his advice about getting the village of Sirapalli rented from Lakshmana Rao (Peshkar to Captain Graham) to which the declarer replied that he would let him know after consulting with Lakshmana Rao and on the declarer's consulting with him he consented to give the village for rent after receiving 10 chackrams which the declarer gave him, money received from Srinivasacharlu.

Lakshmana Rao having had the charge read to him pleads not guilty.

The complainant not being present, the declarer Ramasawmy, inhabitant of Palacode, is called in and examined on account of the Sarkar and deposeth that a long time ago the kacheheri came to Palacode and Srinivasacharlu also came there to rent the village of Sirapalli which he had formerly enjoyed as a free gift; but not immediately succeeding in his wishes he said to me one day 'There is a temple building here. If I could carry my point I would subscribe 10 pagodas to its erection.' On which I agreed and spoke to Lakshmana Rao about it, who said 'Very well, it shall be done.' Srinivasacharlu subscribed the 10 pagodas, 4 of which I disbursed among oddars and other workmen and the remaining 6 pagodas I gave to Lakshmana Rao who expended it in the same manner.

Q.—Was the village given to Srinivasacharlu?

A.—At that time none of the villages were given back to the people, but they were about six months afterwards when Srinivasacharlu was not present to receive his.

Q.—Does Srinivasacharu possess that village at present ?

A.—No.

Q.—Who heard you make the proposal to Lakshmana Rao ?

A.—No person.

Q.—Where did you speak to Lakshmana Rao ?

A.—At Palacode.

Q.—What did you say to him ?

A.—I said it would be a benevolent act to give back Srinivasacharu's inam village and that he would subscribe to the building of the pagoda.

Q.—What answer did he make you ?

A.—He said 'Very well.'

Prosecution being closed, Lakshmana Rao gives in the following defence:—  
Our kachcheri in the year Rakshasa or 1796 was at Palacode at which time an idol was wanted for the new temple in the town of Daulatabad. I heard that there was an idol lying useless on the hill of Virabhadradrug and I informed Captain Graham of it and requested permission to remove the idol to Daulatabad. Captain Graham gave an order and the idol was brought to Palacode and I was about despatching it to Daulatabad when Ramasawmy and other Brahmins came to me and he said 'I am the *Acharipursh* or the attendant on this idol, do not send it away but let a temple be built for it in this place.' I answered 'The idol was lying useless on the hill and no worship was paid to it; why should I not send it away.' He replied 'Build a temple here' and I rejoined that I had no money to do it with, then he and the others said that they would beg alms and erect one and only wished me to set it agoing. On this I went and represented the matter to Captain Graham who directed me to allow the idol to remain at Palacode and to build a temple in the manner that the Brahmins wished and that at last he would assist in defraying the expense of it. I began the temple and laid out near twenty pagodas without receiving any assistance from Brahminy or the other Brahmins who promised day after day to contribute some money. One day I had no money to pay the workmen. Ramasawmy was standing by when I told him 'You are leading me into a great expense and have not provided a single cash' after which he at one time brought and gave me 3 chackrams and at another 3 chs. and 6 fs. which in his presence was paid to the labourers. Afterwards he went about begging alms and paid the workmen with what he could collect. When he gave me the 6 chs. and 6 fs. he never mentioned that it was from Srinivasachari but said 'It is my own contribution.' The claim about the village of Sheranhalli was made and settled two years previous to the building of the temple and at that time the claim of Srinivasacharu was found to be unjust and he was refused the village. Srinivasacharu has taken a dislike to me on account of my not settling a dispute in his favour that happened in his family and which is well known to Captain Graham on which account he abused me to my face and complained to Captain Graham. So far from taking a bribe to erect the temple I laid out above 20 pagodas and Captain Graham gave fifteen.

Question to Lakshmana Rao.

Is Ramasawmy a relation of Srinivasacharu ?

A.—Yes.

Subbaraya being called in has the following questions put to him:—

Q.—Do you collect [recollect ?] a temple being built at Palacode ?

A.—Yes.

Q.—Do you recollect Srinivasachari claiming inam village ?

A.—Yes.

Q.—How long was it previous to the building of the temple that he claimed the village ?

A.—About a year and a half or two years.

Q.—Was his claim settled at that time ?

A.—Yes.

Q.—Do you recollect Ramasawmy coming to Lakshmana Rao and speaking about the building of the temple ?

A.—Yes.

This witness corroborates in every respect what Lakshmana Rao has said about the idol and the erecting the temple.

Q.—Did you see Ramasawmy pay any money to Lakshmana Rao?

A.—Yes, I saw him give money once or twice to Lakshmana Rao which was distributed among the workmen.

Q.—Did you ever hear Ramasawmy mention the name of Srinivasachari to Lakshmana Rao?

A.—No.

Q.—Do you know if Ramasawmy bears enmity towards Lakshmana Rao?

A.—I don't know.

Summary:—From what has appeared for and against the defendant it seems that the claim of the village was made and declared groundless two years before the building of the temple in question.

Opinion:—Not guilty.

#### 7th Charge.

Complaint of Mundi Goud, the farmer of Eramanpalli in the district of Palacode:—I rented last year my farm for 60 cy. pagodas but conceiving my rent too high I was induced to get it lowered by offering a bribe of 10 cantary pagodas through Subba Rao, Karnam of my village, to Lakshmana Rao after which I paid 40 but at the same time he took from me part of my farm worth about 20 cy. pagodas so that Lakshmana Rao has done nothing for me and hearing from the Tahsildar of Palacode that all those who had any claim against Lakshmana Rao should repair to Tiruppattur where they would obtain redress, I am accordingly come for that purpose.

Prosecution:—Mundi Goud being called in deposeth that he knoweth nothing of the matter.

Q.—Why did you complain at the kachcheri?

A.—Ramachandra Rao the Tahsildar of Palacode advised me to make this false complaint and as he had formerly put me in prison and used me ill I was frightened into it.

Q.—Who was present when Ramachandra Rao counselled you to make this complaint?

A.—No person, he advised several people to act in the same manner privately.

Opinion:—The complaint is false.

#### 8th Charge.

Complaint of Chinnathambi Goud and other ryots of the village of Annamalahalli in the district of Palacode:—

That finding our rents too high we were induced to get it lowered by offering a bribe of 9 cantary pagodas subscribed equally amongst us to Lakshmana Rao through Venkatagirayya but he has done nothing for us and hearing lately from our Tahsildar that those who had any complaint against Lakshmana Rao should repair to Tiruppattur where they would obtain redress, we are accordingly come for that purpose.

The charge being read to Lakshmana Rao pleads not guilty.

Prosecution:—Chinnathambi Goud deposeth that he knoweth nothing of the matter.

Q.—Why did you make a complaint at the kachcheri?

A.—On a time when I was ploughing in my field a peon belonging to Ramachandra Rao, Tahsildar of Palacode, came to me and carried me to the Tahsildar who was then in his kachcheri where I remained all day and in the evening he took me to his house and asked me if I had given anything by way of a bribe to Lakshmana Rao. I answered I did not know Lakshmana Rao's face, nor had I ever given anything to him on that score and that I would support my assertions by an oath. Afterwards he took me on one side and told me to accuse Lakshmana

Rao of having taken 9 pagodas from me and Bukari Goud and Tirupathi Goud and that the money had been paid to Venkatagirayya.

Q.—Did you ever pay any money to Lakshmana Rao ?

A.—No.

Q.—Did you ever pay any money to Venkatagirayya ?

A.—No.

Q.—Who was present when Ramachandra Rao told you to say so ?

A.—Lakshmanarasaiya was the person who spoke to me.

Kurtambi Goud being called in and questioned in behalf of the Sarkar, deposeth "that when I was ploughing in a field a peon belonging to Ramachandra Rao, Tahsildar of Palacode, came and carried me to the kachcheri where Ramachandra Rao asked me if I had given anything as a bribe to Lakshmana Rao. I answered 'No.' He then said that if I did not declare I had given something to Lakshmana Rao he would put me in confinement and punish me. This threat frightened me and I said that I had given 30 s. fanams to Venkatagirayya which he took down in writing.

Q.—Who was present when Ramachandra Rao spoke to you ?

A.—I did not speak to Ramachandra Rao myself. Chinnathambi Goud was the person he spoke to.

Q.—Where did Chinnathambi Goud tell this story ?

A.—In our village of Annamalahalli.

Q.—What did Chinnathambi Goud say to you ?

A.—Chinnathambi told me that the Tahsildar Ramachandra Rao asked him if he had given anything to Lakshmana Rao as a bribe and on his answering in the negative Ramachandra Rao said that he would confine and punish him if he did not declare that he had given Lakshmana Rao 9 pagodas through the medium of Venkatagirayya.

Q.—Who was present when Chinnathambi told you this ?

A.—No person.

Q.—Who took you from the field to the kachcheri ?

A.—Mulla, the Tahsildar's peon.

Q.—What did Ramachandra Rao say to you at the kachcheri ?

A.—I did not go to the kachcheri myself, my brother called Tirupathi went.

Q.—Did you ever pay any money to Venkatagirayya ?

A.—No.

Bukri Goud called in deposeth that he knoweth nothing of the matter except that Ramachandra Rao, the Tahsildar of Palacode, sent for him and asked him if he had not given a bribe to Lakshmana Rao and he answered 'No,' on which Ramachandra Rao put him in prison and confined him for several days till he frightened him into a declaration of the kind.

Q.—Who came and took you to the kachcheri ?

A.—One of the Tahsildar's peons.

Q.—Where did Ramachandra Rao tell you this ?

A.—In the public kachcheri.

Q.—Who was present when he asked you ?

A.—Chinnathambi Goud and Tirupathi Goud.

Q.—Were they standing close to you ?

A.—Yes.

Q.—Where is Tirupathi Goud ?

A.—Tirupathi Goud is blind and at home.

Q.—You say that Tirupathi Goud was present when Ramachandra Rao spoke to you ?

A.—It is a mistake, I mean Kurtambi Goud.

Q.—Are you certain that Kurtambi Goud was present when Ramachandra Rao spoke to you ?

A.—Yes.

Q.—Was Tirupathi Goud blind at that time ?

A.—Yes.

Q.—Did he go about ?

A.—Yes, we led him to the kachcheri at that time.

Caution to the evidence :—You first said it was Tirupathī Goud that went to the kachcheri and that he was here present. On his being called into Court he proves to be Kurtambi Goud and you say that he was the person that was present and you now say again it was Tirupathī Goud. You had better be more circumspect in your testimony, for such contradiction will lead you into trouble.

Q.—Did no person else hear the conversation ?

A.—No.

Q.—Where was Ramachandra Rao when he spoke to you ?

A.—In the kachcheri near his house.

Opinion :—This article appears groundless but from the contradictory manner in which the evidences have given their testimony respecting the conduct of Ramachandra Rao, their veracity is very doubtful for Chinnathambi says that no person was present when Ramachandra Rao spoke to him and that he was taken on one side and intimidated whereas Bukri Goud asserts that himself Tirupathī Goud and Chinnathambi Goud were present when Ramachandra Rao spoke to him, besides which Kurtambi Goud in the first part of his evidence says that he himself was taken to the kachcheri and afterwards contradicts himself by saying that it was his brother Tirupathī who was taken there.

#### 9th Charge.

Complaint of Kulla, farmer of Vellavil, in the district of Palacode :—That finding my rent too high or thinking it might be lowered by a bribe of 5 star pagodas I was induced to try that sum which Lakshmana Rao received through Subbaraya now in confinement at Krishnagiri and my rent was lowered from 46 to 20 cantary pagodas and hearing from the Tahsildar of our country that all those who had any claim against Lakshmana Rao should repair to Tiruppattur where they would obtain redress, I have come forward in the hopes of recovering the 5 pagodas given by me as a bribe to Lakshmana Rao.

Lakshmana Rao having had the article read to him pleads not guilty.

Kulla being called in deposes that about 2 years ago he lent 5 pagodas to Subbaraya who promised to pay it at the ensuing harvest but he did not perform his promise nor has he repaid it to this day.

Q.—Did you lend the money to him on account of Lakshmana Rao ?

A.—No.

Q.—Why then have you made a complaint against Lakshmana Rao ?

A.—Ramachandra Rao, the Tahsildar of Palacode, sent for me and asked me if I had given anything to Lakshmana Rao ; I answered that I had given 5 pagodas to Subbaraya.

Q.—Did Ramachandra Rao tell you to complain upon Lakshmana Rao ?

A.—No.

Q.—Why did you make a complaint to the kachcheri ?

A.—Ramachandra Rao told me to go to Colonel Read's kachcheri and complain about the non-payment of these 5 pagodas.

Q.—Who was present when Ramachandra Rao told you this ?

A.—No person.

Q.—Why did you declare that you had paid 5 star pagodas to Subbaraya on account of Lakshmana Rao and that in consideration of that sum he had lowered your rent from 46 pagodas to 20 ?

A.—I never made any such declaration.

Q.—Did you pay 20 pagodas rent for a piece of [land] after you lent the money to Subbaraya ?

A.—Yes.

Q.—How much rent did you pay before you lent them 5 pagodas to Subbaraya ?

A.—40 pagodas ; but at the time of the survey, my rent was raised ; on which account I relinquished two of my fields and the remainder of my land was estimated 20 pagodas.

Q.—Did you lend the money to Subbaraya at the time your land was measuring?

A.—Six months afterwards.

Q.—Did you lend the 5 pagodas at the time you relinquished the two fields?

A.—Six months afterwards.

Subbaraya being called in and examined on account of the Sarkar deposeth that Kulla has been a ryot belonging to his family for many years and that he did borrow 5 pagodas of him.

Q.—How long after the survey was it after you borrowed the money?

A.—A long time, I believe 5 or 6 months.

Subbaraya also declares that Ramachandra Rao, the Tahsildar of Palacode, sent for him and asked him if he had nothing to accuse Lakshmana Rao of on the score of bribes and "on my answering in the negative he was very angry and threatened me with vengeance".

Summary:—From what has appeared in evidence on this charge it seems that Ramachandra Rao, the Tahsildar of Palacode, obliged these people to come forward on the present occasion.

Opinion:—The charge is false.

#### 10th Charge.

Complaint of a number of Brahmins, inhabitants of Papanapalli Agraharam, in the district of Palacode:—

In the year 1795 finding our rent too high, we endeavoured to get it lowered by offering the sum of 45 cantary pagodas (subscribed equally amongst us) to Lakshmana Rao, Captain Graham's peshkar, then in the district. He refused at first to receive the money on that account until we desired him to apply it to building the church he was then about at Palacode and not to consider it as a bribe. He then consented and received the money but [we] do not know [to] what purpose he has converted it nor have our rents been lowered yet.

The Brahmins not having selected one among them as prosecutor, they are called in separately and examined.

Rama Bhat being called in deposeth that he knoweth nothing of the matter.

Q.—Did you ever subscribe any money towards making up a sum of 45 pagodas to give as a bribe to Lakshmana Rao?

A.—No.

Q.—Why did you make a complaint of that kind?

A.—Ramachandra Rao, the Tahsildar of Palacode, threatened me with vengeance if I did not do so.

Q.—Who heard Ramachandra Rao threaten you so?

A.—Several people, amongst the rest Sanjivi Bhat.

Sanjivi Bhat being called in and questioned, corroborates the deposition of Rama Bhat. Agraharam Rama Bhartlu, Naga Bhartlu, Chinnian Bhartlu, Subba Bhartlu and Narayanarudu, being called in and questioned, corroborate the above deposition.

Summary:—From the deposition of the several Brahmins it seems that Ramachandra Rao, the Tahsildar of Palacode, has intimidated them and obliged them to bring forward this false complaint.

Opinion:—The charge is false and malicious.

#### 11th Charge.

Complaints of Kuppiah and Krishniah, Brahmins of the village Matpatti in the Palacode district:—

Complaint of Kuppiah:—That finding his rent too high, he offered the sum of 5 pagodas to one Krishniah, headman of his village, who promised to get his rent lowered but has never done it yet.

Prosecution :—Kuppiah being called in denies having given 5 pagodas to Krishniah.

Q.—Why did you make such a complaint?

A.—Ramachandra Rao, the Tahsildar of Palacode, sent for me and put me in prison and threatened to deprive me of my employment as karnam of the village if I did not do so.

Opinion :—The complaint is false.

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12th Charge.

Complaint of Krishniah :—In order to get his rent lowered he gave to one Ananda Rao, Mutasaddi in Captain Graham's kachcheri, in money 2 pagodas; in ghee and sundry small articles in value 2, total 4. But he never endeavoured to lower his rent.

Krishniah being called in denies having made such a present to Ananda Rao.

Q.—Why did you make such a complaint at the kachcheri?

A.—Ramachandra Rao, the Tahsildar of Palacode, sent for me and my brothers [and] insisted upon our making a complaint of the kind.

Opinion :—The charge is groundless.

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13th Charge.

Complaint of Bhatrachari, Brahmin of Chinnartanpatti, Virabhadradrug :—In the year 1795 during the survey of my village one Ramasawmy of Palacode (a friend of Latchiram Rao's) advised my offering a bribe whatever I pleased to the kacheheri people, by which means he said I might get my rent lowered. I replied I was willing to give a small bribe for such a service if I might depend upon its being performed, but without security I would advance no money. A day or two after this Lakshmana Rao wrote me a letter saying that his brother-in-law Ananda Rao wanted 20 or 30 pagodas to defray the expenses of his marriage and if I would send the money he would repay me soon. This letter is lost, although he can bring witnesses who saw it. In a few days Latchiram Rao sent a man to receive the money but not choosing to send it by him, I gave 20 pagodas to Anna Chetty, merchant at Palacode, who delivered it to Lakshmana Rao. I received 10 pagodas some months afterwards but there is still 10 due, and my rent has never been lowered but remains as it was.

Bhatrachari being called in denies the truth of this charge and says he never had any dealings with Lakshmana Rao of that kind.

Q.—Why did you make such a complaint?

A.—I was frightened into it by Ramachandra Rao, the Tahsildar of Palacode.

Anna Chetty being called in deposeth that Bhatrachari deals at his shop and that he has received sundry sums of money at different times from him but never on account of Lakshmana Rao.

Q.—Why are you come here to complain against Lakshmana Rao?

A.—Ramachandra Rao, the Tahsildar of Palacode, insisted upon my doing so.

Opinion :—The charge appears groundless.

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14th Charge.

Barki Goud of the village of Holanhalli, Ranga Goud of the village of Rajanhalli, Bella Goud of the village of Gurgudhalli, Nanji Goud of the village of Tukkihalli, Seya Pandit and Sessa Pandit, having made complaints against Lakshmana Rao, have now come into court and declared that Ramachandra Rao, the Tahsildar of Palacode, obliged them to do so and that their complaint is without foundation and false.

The above Gouds have made their deposition upon oath.



## 38.

Letter—From—Captain J. G. GRAHAM, Assistant Collector.

To—Lieutenant-Colonel READ, Superintendent, Ceded Districts.

Dated—Daulatabad, the 10th December 1798.

Some time has elapsed since I was favoured with the 'Enquiry into the conduct of my peshkār Lakshmana Rao' set on foot by you and your letter under date the 12th of last August prefixed to it.

2. It appears from the proceedings so ably conducted by Captain Symons that the accused has been acquitted of all the charges exhibited against him; he also gives it as his opinion, the justness of which I shall endeavour to show before I finish this letter, that several of them are false and malicious. It is my intention to confine myself to the information expected from me on certain points connected with the proceedings and I shall hope by it to weaken, if it does not entirely remove, the suspicions which, I am sorry to observe, you still entertain of malversation on the part of my head servant.

3. Employed by me confidentially in the arduous business of the survey and guided throughout, I have reason to think, by a purity of intention and a zeal for the service now called in question, it is no wonder that such a conduct pursued with the strictest impartiality should have created him enemies where so many different interests prevailed. Detraction is a tax which fair fame in either hemisphere is generally obliged to pay to jealousy and disappointed malice, and when it is considered to what length these are carried by the natives of this country, I do not hesitate to give it as my opinion, that opinion being corroborated by a knowledge of facts which do not appear on the face of the proceedings, that these were the groundwork of the present prosecution.

4. Having promised thus much, I shall observe on the 1st charge that Lakshmana Rao is perfectly correct when he states that he had no concern whatever at that time with my *fariyad* kachcheri, having been employed day and night on the business of the survey; he never introduced the Karamangalam Chetties to me and never to the best of my recollection spoke on the subject of their complaint; of Venkatagirayya, the person said to have so much influence in my kachcheri, I know no more than that he is a kharidār or collector of village rents to whom I never spoke. Having had a tent pitched in front of my quarters at Palacode where I generally sat from 8 till 11 at night for the purpose of hearing complaints, he might or might not have occasionally attended as it was open to every description of persons, but certain I am that no one spoke to me in behalf of the Chetties. They came to the kachcheri, represented their case and obtained an order to the Sayar farmer without having employed any intermediate agent whose eloquence might bias my judgment in their favour. The motives which induced me to connive at their collecting the rusūms on salt as heretofore, restricting the Sayar farmer to the mamul or usual  $1\frac{1}{2}$  mānās on every gunny, I cannot, at this distant period, state with precision; possibly they gained their object by misrepresentation; the means of development not having then in my power, possibly I might have apprehended that, as their concerns in trade, particularly salt, were very extensive, a total abolition of what long usage taught them to consider as a right might have operated materially to the prejudice of that trade. I might in this instance have hesitated to enforce your general interdiction of any rusūms being levied by the Chetties, conceiving that I had the power, as in other cases, of modifying and adapting it to circumstances; perhaps, as I only heard the Chetties' side of the question, the farmer not having come to the kachcheri, the order in their favour was merely a temporary expedient till such time as I might have decided finally on their claims. I have no recollection of having observed any person, themselves excepted, particularly anxious about the success of their petition and I imagine, after what has been said in elucidation of the proceedings on this charge, that Lakshmana Rao ought to be acquitted of having interfered at all in the transaction.

5. I was the more induced to issue the order alluded to supposing that they collected no more than their due, but when the matter came again before me at Daulatabad and I discovered on minute enquiry that the muggammadars had not

for a long time received any *rusūms*, the whole of the  $6\frac{1}{2}$  *mānās* including even the allowance for the pagoda having been appropriated by the prosecutor and his father for their own use, then it was that I saw the necessity of interfering and of doing justice to the Sayar farmer in whose *patti* those *muggamas* were inserted. I accordingly desired my *peshkar* to ascertain the amount of their collections from the date of your interdictory proclamation and the result was, exclusive of what Goora Chetty had collected for himself as wholesale dealer and for the other Chetties who have come forward as witnesses on this occasion as retailers, that there was a balance of 29 pagodas against them, which I insisted on their paying into the Sarkar, giving the Sayar farmer credit in his *kist* for that amount. Conceiving that Lakshmana Rao was the sole cause of their disappointment they determined to take the earliest opportunity of aspersing his character and thinking the arrival of your *kachcheri* at Krishnagiri a fit occasion, they came forward with their tale, encouraged thereto, as they have since acknowledged, by the enemies of the accused in both our establishments. It can be proved that the prosecutors who are the *sowcars* offered to cancel the bond debts of several people if they would come forward and accuse the object of this prosecution of bribery. There are two other circumstances which increased the resentment of these respectable people against Lakshmana Rao. Goora Chetty, the father of the prosecutor (who has since entirely lost the use of his limbs, whether as a punishment for the crime of perjury I shall not pretend to say), taking advantage of the change of government attempted to introduce an innovation in his cast which trenching upon the rights of others they naturally objected to; and the matter having been referred to me, after attending to the pleas urged by both parties and consulting the most intelligent people about me, of different casts to either and therefore supposed to be impartial, I decided against the Chetty.

6. This second disappointment was also attributed to the influence Lakshmana Rao was supposed to have over me (although he was not present at the time having been sent on business to a distant district) and whetted their desire of vengeance. The third circumstance was this: the father of the prosecutor belongs to what is called the *one bullock teli* cast; a dispute having arisen between them and the *two bullock* cast who reside in the same village about the privilege of having dancing girls in their marriage procession, I consulted Captain Macleod on the occasion supposing that he had a knowledge of the usage which prevailed at Salem on similar ceremonies; his answer not having been favourable to Goora Chetty's pretensions and having been guided in my decision by his information, as usual Lakshmana Rao got all the blame and Goora Chetty now became his most implacable enemy.

7. In commenting on the 3rd article of this charge you observe "The being left to conjecture leads to enquire what inducement Balla Goud and Venkatagirayya could have to act as agents in this business for Lakshmana Rao, and it appears that the former is *patel* or renter of no less than 14 villages in 3 different districts, Krishnagiri, Cauveripatam and Virabhadradrug, whose rent is pagodas 730 and that the latter is *karnam* and farmer of 4 villages likewise in 3 districts, Kammanellore, Cauveripatam and Palacode." Were my mind inclined to harbour suspicions I should have apprehended that you had been designedly misinformed on this matter; the distinction between a *kharīdār* or collector of village rents and the renter of a village ought to be kept in view. Balla Goud holds my grants for, and consequently farms, 5 waste villages, if they can be called so, situated among the hills and jungles which environ Virabhadradrug; these with their rents are:—

|              |     |     |     |     |       | P. | F. | G. |
|--------------|-----|-----|-----|-----|-------|----|----|----|
| Kottalli     | ... | ... | ... | ... | ...   | 16 | 41 | 72 |
| Hossahalli   | ... | ... | ... | ... | ...   | 8  | 20 | 76 |
| Morcotnattam | ... | ... | ... | ... | ...   | 5  | 41 | 53 |
| Boylpalli    | ... | ... | ... | ... | ...   | 1  | 0  | 57 |
| Santapet     | ... | ... | ... | ... | ...   | 1  | 23 | 46 |
|              |     |     |     |     | Total | 33 | 38 | 64 |

8. Being possessed of numerous herds of cattle, he has rented these desert hamlets merely for the sake of pasture so tha, properly speaking, the trifle he pays for them is a grass-tax, for the dread tigers and inability to cut down impenetrable jungles for the purpose of cultivation are not likely to induce ryots to come and settle there—the few miserable inhabitants who are found in these butts having hitherto subsisted by the Goud's occasional advances to them of grain and money could not on any terms be induced to break the connection; hence the necessity of letting them out in lease to a substantial farmer who had the means of improving them.

9. Balla Goud is Kharidar or collector of the rents of the following villages :—

|                      | P.  | F. | C. |
|----------------------|-----|----|----|
| Pawotti ... ..       | 22  | 19 | 43 |
| Socadi ... ..        | 76  | 8  | 46 |
| Bachhalli ... ..     | 14  | 10 | 38 |
| Nakalhalli ... ..    | 28  | 33 | 27 |
| Dudganhalli ... ..   | 46  | 12 | 49 |
| Moremurgu ... ..     | 59  | 38 | 46 |
| Timrayanhalli ... .. | 7   | 1  | 72 |
| Kartamanhalli ... .. | 20  | 34 | 4  |
| Mittahalli ... ..    | 44  | 9  | 23 |
| Dasserhalli ... ..   | 30  | 13 | 27 |
| Chapurti ... ..      | 117 | 32 | 30 |
| Tullyur ... ..       | 44  | 26 | 15 |
| Moranhalli ... ..    | 34  | 34 | 61 |
| Total rent 1207 ...  | 547 | 5  | 1  |
| Average ... ..       | 42  | 3  | 62 |

Selecting the two most considerable of these villages Socadi and Chapurti, I find that the average rate of a dry acre in the former is 14 fanams 25 cash, of a wet acre 41 fs. 40 cash; in the latter the average dry acre is 18 fs. 40 cash and the wet acre 1p. 31f. 26c. In each of these villages, being the most substantial farmer in these parts, he has a farm of more or less extent but with respect to them he is no more than any other ryot holding each piece of land on the Collector's kaul, patti or grant, the same as the other cultivators; these villages are contiguous to each other and being situated where the bounds of Krishnagiri, Cauveripatam and Virabhadradrug meet, they have an appearance of most extent than they really possess; their inhabitants consist almost entirely of the Goud's dependants or relations who were all of them at the time of the survey more or less indebted to him either in money or grain; he also assists them occasionally with seed and the use of his ploughs of which he has fifty; hence we found some difficulty in prevailing on them to take out separate grants for their lands and being, in general, poor, it is evident that they must still look up to him as their superior.

10. It was after due investigation of all these circumstances that I was induced to appoint him collector of the rents of these villages, and I have been the more particular on this article from an idea that my own management is implicated, wishing it to be understood that if there is any blame I, not my head servant, ought to be answerable since he acted by my orders.

11. On the sixth article of this charge I shall only observe that Lakshmana Rao having been the chaunel through which I distributed advances of takkavi to the merchants of Daulatabad, I began to grow impatient at the delay in recovering those advances and directed that decisive measures should be immediately adopted to realize the public money. It was in consequence of this that two of them who were on the eve of setting out for the Karnatic on their private concerns delivered over a certain number of jewels to Lakshmana Rao desiring him to take up money upon them for the purpose of defraying what they owed to the Sarkar, adding

that they would redeem them when they returned. The great object having been to recover the public money, it appeared immaterial in whose name the bond was made out and the persons to whom the jewels belonged were not present. On the eighth article I shall beg leave to remark generally that in all transactions with sowcars it is customary for the borrower to produce some creditable person as security in whose name, although another receives the money, the bond is frequently made out. On this occasion Lakshmana Rao stood in need of their cash; the sowcar required the usual security and that security was Kuppiah who it seems collects the rents of the village to which he belongs.

12. 2nd Charge :—I find upon enquiry that the father-in-law of Annamalai who has brought forward this charge having been found very busy in preventing the ryots of his village from coming to a settlement at the time of the survey, I caused him to be publicly flogged and, as I had my information, the Goud has by a barefaced assertion in which, however, he could get no person to support him sought to defame his character.

13. 3rd Charge :—Shaik Imam the person who has brought forward this extraordinary accusation being a person of infamous character, I think it extremely improbable that Lakshmana Rao, even supposing him corrupt enough to receive a bribe, would have entrusted his character and situation to the discretion of such a worthless fellow; I am inclined, with Captain Symons, to pronounce the charge false and malicious and I am led to form that opinion not solely from the evidence of his own partners as it appears on the face of the proceedings, but I can, I think, adduce the reasons which have led to this step on his part: first because on very good grounds I raised the rent of the sayar; secondly because I afterwards on various occasions refused to farm out to him certain articles included in the Licenses because he could not give satisfactory security and thirdly because finding him extremely troublesome and assiduous in encouraging opposition to the introduction of the excise duties, in the farming of which he wished to have a share, I threatened to punish him. Lakshmana Rao acquainted with my sentiments gave him unfavourable answer to his solicitations on this head, and that was enough to set his ingenuity at work to fabricate matter of accusation. Two respectable persons, however, who might be supposed partial to him have to my conviction fixed upon him, by their solemn oath, the crime of perjury. Miran Sahib has asserted that when Mr. Read sent for him, he asked him if he had given twenty pagodas to Bhima Rao at Krishnagiri to which he answered 'No' and that was all he knew of the complaint in question. I do not find this deposition contradicted—he also declares that when Shaik Imam told him he had included his name in the deposition at Krishnagiri, he replied to him 'I know nothing about the matter;' this conversation having taken place before Lakshmana Rao was sent to Tirupattur to stand his trial, it is not likely that he took any pains to suppress or pervert this evidence. It appears from the proceedings that Miran Sahib went once only to Mr. Read and if he accompanied Shaik Imam three times when he went to give in his deposition, it rests with Mr. Read to declare whether he thinks Miran Sahib was near enough to have heard all that passed and whether he corroborated what the other asserted.

14. The zeal which Narayanappa displayed by sending so frequently for this evidence to speak to him about it arose no doubt from the laudable motive of bringing a supposed offender to justice and from a thorough detestation of corruption in the conduct of a public servant; but I, even here, suspect that as Shaik Imam himself appears to have been the messenger, he had no authority for calling him, more especially if Narayanappa was in his own house at the time.

15. 6th Charge :—No doubt exists in my mind of the motive which induced Srinivasachari to prefer this false charge against Lakshmana Rao who was ordered by me to sit a panchayat, consisting of the most respectable Brahmins in the country, for the purpose of obtaining a decision, according to the tenets of the *shaster*, on a cause in which Srinivasachari was concerned. I need not add that their decision was not as he wished it; perhaps, however, my man might not on this account have incurred his displeasure so much had he not been under the necessity in consequence of his vociferation, ill-manners and abuse both of him and the members of

the Court during the proceedings, of ordering him out of the kachcheri. It is perfectly within my recollection that the pagoda affair was precisely as Lakshmana Rao has represented it.

16. I shall, I hope, stand acquitted of any intention to oppose this prosecution of my head servant or to screen him from justice when I remind you of my having confined his person rather sooner than you intended; but more especially when I add that Ramachandra Rao, the late Tahsildar of Palacode, who is implicated in the proceedings as having suborned evidences, was at the time under suspension and on trial for malversation in his district; concerning that as Tahsildar of Palacode during the survey he might be able to bring something to light against Lakshmana Rao, I immediately recalled the amin who had been sent to enquire into his conduct and reinstated him, although there were then sufficient grounds for dismissing him. Having heard also that Venkatagirayya was an intimate of the Rao's, I secured his person, lest he should be employed as an instrument to suppress information. I was not aware at the time that Ramachandra Rao left me with a determination to bring forward a mass of evidence against my peshkar, at all events, although obtained by the most unjustifiable and reprehensible means. Himself arraigned for misconduct and his mind strongly impressed with the idea that Lakshmana Rao had instigated all the complaints against him, he repaired to the district fully resolved, if possible, to ruin him.

17. In compliance with your directions, when I went to Palacode I instituted a minute enquiry into the steps taken by Ramachandra Rao in this business, and upwards of 23 depositions upon oath, taken down in my presence and translated into Persian for my own perusal, satisfied my mind that his conduct on the occasion was highly blameable. Were there time to send you English translates of these depositions, you would be convinced that personal enmity to the accused was, throughout, the sole spur to his zeal. The first steps he took were to send for the inhabitants to his own house where he made use of every argument, and that failing, of every mode of intimidation to induce on their part an avowal of having given bribes to Lakshmana Rao; he magnified the inquisitorial powers with which he had come into the district, saying that he was authorized to flog and confine them on Virabhadradrug and Rayakottah and represented that my peshkar could not possibly escape conviction; when this had not the desired effect, he placed peons over them, prohibited their eating betel and performing the requisite ablutions; in short, by detaining them for a fortnight from their families by which several of them suffered in their private affairs and others, having been forced from their homes during the celebration of their marriages, were in consequence obliged to postpone them for another year; to some he made the dunning of them, for the payment of their rents before they fell due, a plea for his rigour and by persevering in this manner on their fears and feelings, they were wearied out and subscribed to anything he chose to dictate; having thus gained his point, that his proceedings might have the appearance of free-will, not compulsion, he had them brought to his kachcheri where in presence of witnesses they subscribed to the accusations thus extorted from them. When summoned to Tiruppattur he sent them under peons who were directed not to take them by the route of Krishnagiri; a few of them, however, who had escaped the vigilance of their escort found their way to me representing their situation when I desired them to proceed to Tiruppattur and tell the truth.

18. It having appeared to me of importance to ascertain whether or not Lakshmana Rao during his stay at Tiruppattur endeavoured, either himself or by employing private agents, to tamper with the witnesses, they all gave it to me, under their hands and on oath, that he had not, directly or indirectly.

19. I shall only add one more paragraph to this long letter, which is to disavow my intention in what I may have formerly written on this subject of attaching the smallest imputation on the conduct you were obliged to pursue in this business, for at the same time that I mentioned the apparent hardship of his case I was ready to acknowledge that with respect to him the rules of strict justice could not be adhered to from the necessity of counteracting any influence that might be used to suppress information.

## 39.

*Letter—From—*Lieut.-Col. ALEXANDER READ, Superintendent and Collector, Baramahal, etc.

*To—*EDWARD SAUNDERS Esquire, etc., President and Members, Revenue Board, Fort St. George.

*Dated—*Baramahal, the 1st November 1798.

In June 1797 I laid before you the case of one Seshaiya, a Sayar farmer, who had been deprived of his farm in 1792 before the expiration of his lease by Captain Graham my assistant (from a conviction of his having purchased it by bribing the kachcheri servants), with the correspondence between Captain Graham and me on the subject, and I was in consequence directed to report to you whether I had reason to believe that Seshaiya had obtained his farm by collusion and upon what proofs Captain Graham had founded his assertion. Though the sentiments I had previously given in regard to the transaction were the result of every information I had been able to procure on it, I thought it necessary on receiving your instructions to make it the subject of another enquiry. Owing to the difficulty of ascertaining facts in a business of the kind from the endeavours of the criminal party to deceive or suppress the truth and from the inconvenience I have found in turning from more important matters, it has lain over another twelve month; but however references like this may be delayed, it is my hope that no person within my jurisdiction shall ultimately suffer from a stagnation in the exercise of my judicial functions. Accordingly I now do myself the honour of submitting all the documents that are necessary to your forming a judgment of the affair in question and, to facilitate the doing that, shall annex such remarks upon them as occur to me in a review of them.

*Enclosure (1).*

Investigation into the means by which Seshaiya the renter of the sayar obtained his farm :—

Kaul granted by Lieutenant-Colonel Read to Arunachela Rao under date the 17th of May and in the Hindu year Paridhavi or A.D. 1792 :—

(Translation): I have given and confirmed to Arunachela Rao a patti of Ijara for the sayar of the taluk of Singarappet which is to take effect from the beginning of the Hindu year Paridhavi or 23rd March A.D. 1792 and to continue in force until the succeeding month Phalgunam, the end of the before mentioned year, corresponding to 11th March 1793. The aforesaid sayar is to be collected agreeable to former usages and at the usual places, viz.—

Bara Marg or great road customs of Changama and Cauveryput.

Ara Marg, cross road customs—Mettapalli, Pakal and Kammanellore.

Stala Bharti, taxes on commodities sold within the districts or farms.

Besides discharging the sibbandi and claims of inamdars, rusumdars, yeomiadars and muggamadars, he is to pay twelve hundred cantary pagodas rent, which sum is to be paid conformable to the Sarkar kistbandi and a receipt is to be taken for each payment. If he cannot pay the money on the day it becomes due, he is to have three days' grace and if he does not discharge it at the expiration of that time, he shall forfeit a fourth part of the instalment then due, which he shall pay in addition to it. He shall pay 5 per cent to the Amildars and Serishtadars and receive a receipt for the same. The Amildars and Serishtadars of districts who were allowed 5 per cent on their collections and no pay in 1792/3—

*Enclosure (2)*

Ijara patti for the sayar of Singarappet granted by Captain Graham, Assistant Collector, to Arunachela Rao and Seshaiya under date the 22nd of September 1792, cantary pagodas 1800 per annum :—

(Translation): I have given and confirmed to Arunachela Rao and Seshaiya, inhabitants of Tiruppattur, a patti of Ijara for the sayar of the taluk of Singarappet for the abovementioned yearly rent with permission to take the taragu faski or custom in kind upon articles brought to market for sale. Besides discharging the sibbandi and claims of inamdars, rusumdars, yeomiadars, muggamadars, etc.,

he is to pay eighteen hundred chackrams annual rent which sum is to be paid conformable to the Sarkar kistbandi and a receipt is to be taken for each payment. If he cannot pay the money on the day it becomes due he is to have three days' grace, and if he does not discharge at the expiration of that time he shall forfeit a fourth part of the instalment then due, which he shall pay in addition to it.

He shall pay five per cent to the Amildars and Serishtadars and receive a receipt for the same.

*Enclosure (3).*

Complaint of Seshaiya, one of the Sayar farmers, to Lieutenant-Colonel Read Superintendent:—

I most submissively beg leave to represent this few lines to your honour, that in the first year Paridhavi you granted me an Ijara patti for the sayar of Singarappet for 1,200 chackrams; six months after, Mr. Graham gave me another patta for the same year. The second year he gave to another man the said farm. [The] gentleman took high rent from me for the 1st year but not from the other for the 2nd year, which you will know by the following account viz: Account particular of sayar account of the Singarappet for the year Paridhavi and Pramadicha:—

1st year rented by Seshaiya viz.: as per Ijara patti of Mr. Graham without including sibbandi, yeomia, and rusums for the year Paridhavi ... 1,800 chs.

Sibbandi, yeomia and rusums paid by the Sayar farmer ... 300  
2,100

2nd year rented by Ramaiya viz., as per Ijara patti including of sibbandi, yeomia and rusums for the year Pramadicha ... 1,700 chs.

Deduct the remissions by order of Mr. Graham on the recommendation of the kachcheri people ... 600  
Total sum paid to the Sarkar ... 1,100  
Which sum deduct in the 1st years 1,100  
Difference between two years ... 1000

In the above 1,000 chackrams I have paid willingly or reasonably 370 and unwillingly and unreasonably paid the 630 on borrowing and indebted; you will always enquire very reasonably and charitably all the causes. I beg you will enquire the same my cause and get me that 630 chackrams. According to your order I was stand oath or swore about it before and waiting or about since these 10 months now you have given me an employ by which I will have for my livelihood but I not capable to satisfy my debtors,

*Remarks.*

His settlement was as follows:

|                 |     |     |       |   |
|-----------------|-----|-----|-------|---|
| Settlement chs. | ... | ... | 1,200 | 1 |
| Sibbandi        | ... | ... | 60    | 0 |
| Pensions, etc.  | ... | ... | 166   | 7 |
| Total           | ... | ... | 1,326 | 8 |

As appears by the dates of the pattis it was 4 and not 6 months after, but his first patti took effect from the 23rd March.

The subjoined is a correct statement:—

|                 |      |       |   |    |
|-----------------|------|-------|---|----|
|                 | Chs. | 1,800 | 0 | 0  |
|                 | ...  | 326   | 3 | 5½ |
| Total           | ...  | 2,126 | 3 | 5½ |
|                 |      | 1,911 | 0 | 0  |
|                 | ...  | 533   | 6 | 1  |
|                 | ...  | 1,377 | 5 | 15 |
| True difference |      | 748   | 9 | 6¼ |

As stated by Captain Graham in a subsequent letter, the above remissions were in consideration of an entire stop to all imports and exports through the Chengamma pass from the depredations of Chil Naik and the decrease of trade with Balaghat; but whatever the cause, it is no concerning of Seshaiya who had it in his choice to accept or reject the terms offered him the second time.

By his statement the difference of the sums paid by him and his successor

because you will please to comfort and nourish me from that trouble, the second year took the sayar farm by the Ramanah as per above account of which sometime before the brother-in-law of the said Sayar farmer has given you a report so that he collected 2,000 chackrams in that year and he had 600 chackrams of remission of the Ijara patti on giving bribe to kachcheri people for which the said brother-in-law of the 2nd year's Sayar farmer has given you muchalka for to approve that matter I beg you will send for him and enquire this cause by whom the Sarkar can get me this money.

I am, Sir,  
Your most obedient and humble  
servant,  
(Sd.) Seshaiya Braminy.

is 1,000 but by the corrected statement it is only 748-9-6½.

The same he paid willingly viz., 370 being deducted from that leaves only 378-9-6½ instead of 630—but on being informed of this and asked if he would not be satisfied with the 378 instead of of the 630 he replies in the negative, affirming that though his statement be erroneous, his loss was 729 chackrams.

It may be doubted that he sustained a loss because he had held the farm six months when he agreed to keep it at the increased rent.

His claim, however, is not weakened by the advantage he may have gained, but on his having been deprived of what he would have gained by keeping the farm on the terms it was originally granted to him.

If his successor collected only 2,000 chackrams his profits could not have been considerable for having paid 1,377-5-15, 622-4-1 only remained for himself and his sibbandi.

*Enclosure (4).*

Letter from T. B. Hurdis, Esq., Tirupattur, dated 30th January 1796 to Lieutenant James George Graham, Assistant Collector, on the subject of Seshaiya's complaint written by order of Lieutenant-Colonel Read, Superintendent :—

A complaint has been lodged in the Collector's kachcheri by a man named Seshaiya who with another named Arunachelam rented the sayar of Singarappet in Paridhavi for a supersession of kaul and upon advanced terms of that year's rent.

Seshaiya states that he received kaul from the Collector under date the 17th May in Paridhavi which kaul was to have effect from the 23rd March preceding until the 11th March succeeding, being for lunar year, his rent was settled at

|    |     |          |     |     |     |       |            |   |   |
|----|-----|----------|-----|-----|-----|-------|------------|---|---|
| at | ... | ...      | ... | ... | ... | ...   | Chs. 1,200 | 1 | 0 |
|    |     | Sibbandi | ... | ... | ... | ...   | 60         | 0 | 0 |
|    |     | Yeomia   | ... | ... | ... | ...   | 66         | 7 | 0 |
|    |     |          |     |     |     | Total | 1,326      | 8 | 0 |

Upon this kaul he made his first payment to the Sarkar amounting to 436-4-0 after which he was sent for to your kachcheri and confined about 40 days; he was at that time informed Lala had offered 1,800 chackrams, was ordered to give up his accounts to Lala and account to him for the amount he had collected; he pleaded the Collector's kaul but was told he had obtained it by bribing the Collector's kachcheri which was the cause of his imprisonment.

The threats of Lala to whom he was given up by Pisselpaddy Venkata Rao and Lakshmana Rao induced him to take the kaul then offered him which in effect superseded the kaul granted him by the Collector. This kaul was dated the 22nd September to commence from the 23th March preceding and to end on the 11th March succeeding, this also being for the lunar year the settlement was for

|     |     |          |     |     |     |            |       |   |   |
|-----|-----|----------|-----|-----|-----|------------|-------|---|---|
| ... | ... | ...      | ... | ... | ... | Chs. 1,800 | 0     | 0 |   |
|     |     | Sibbandi | ... | ... | ... | 90         | 0     | 0 |   |
|     |     | Yeomia   | ... | ... | ... | 166        | 7     | 0 |   |
|     |     |          |     |     |     | Total      | 2,056 | 7 | 0 |

On this appearance he pleads the having incurred a loss equal to 729-9-0 the amount difference between the kaul given by the Collector and the one granted by you.



As it appears Captain Read's kaul was superseded by the one granted by you of the before mentioned date and as the Captain recollects some order transmitted you by him from Salem in respect to the renter of the sayar he desires to have your reasons for making the alterations complained of.

*Enclosure (5).*

Captain Graham's reply to Captain Alexander Read, Superintendent, Ceded districts, &c., dated Palacode 11th February 1796:—

Current business has hitherto prevented my replying to a letter received some days ago through your assistant Mr. Hurdis on the subject of the Singarappet sayar as settled by me in Paridhavi. I shall give you the particulars with as much correctness as the distance of time will admit.

1. When at Tiruppattur I employed Virasawmy and Monigar Ramiah as spies to gain information of abuses; among many assertions made by them one was that the sayar of Singarappet had been disposed of to a very great disadvantage in consequence of misrepresentation and an industrious suppression of accounts, that Seshaiya and Vekatachel whose names had been inserted in the patta were the mere agents of Zemindar Narayan Chetty and Muhammad Khan an intimate friend of Musa who, they did not scruple to say, had himself a share in the concern; the two former on being questioned acknowledged that they had; strongly impressed with an idea that a part of the above might be true, I thought [it] incumbent upon me to prosecute my enquiries and the result induced me to invite candidates, not for the sayar of Singarappet alone but for that of the other districts. Seshaiya and his co-partner could not by any means be induced to give in the real account of their collections; a fabricated one was produced which they of course made to correspond nearly with the amount of their beriz.

2. I had information, however, from various quarters as well as from the equivocation of the Karnam, that their profit had been unreasonable and I was convinced of it from Lala's having come forward with an offer of 1,800 pagodas, an offer which, making a difference to revenue of 600 pagodas for one district only, I did not think myself warranted to reject whatever might have been urged by the other party.

This sort of collusion is so prevalent in revenue transactions that I do not think it improbable but it is impossible to ascertain the fact.

This was natural and by no means criminal, but I have not been able to ascertain whether it was done or not.

However unreasonable their profit may have been deemed, they had a fair right to it; only afforded reason to procure better offers for the sayar the ensuing year.

It has been found on enquiry in which Captain Graham's peshkar and Lala were present that Seshaiya did not get the farm of Lala but bid him by offering 1,800 for it while his patti was making out for 1,700.

Those people assert that they have in consequence been great losers. I cannot reconcile this assertion with a circumstance within my own knowledge, namely "their having given Lala a doceur for his ceasing to importune them for their accounts and consenting to transfer the farm to them." It should also be considered that the remaining months were likely to be the most productive and if, according to their own confession, they had not hitherto lost by the farm, and their having acknowledged so much is a proof that they must have gained, it was not likely, enhanced as their rent was, they become sufferers afterwards. Why they have till now delayed laying their complaint before you is best known to those concerned; they have probably concealed the chief reason for their confinement which was their having been accused of paying rusums to a certain person whose name is Chil Naick. Not having been then in the habit of keeping copies of letters, I cannot affirm but think that all these particulars were represented to you. I can speak with more certainty to the tenor of your reply in which you highly approved of my having raised the customs 2,000 chackrams; there was then no hint given of the impropriety of superseding kaul to which such powerful motives induced me. Trusting that they will also operate with you in my justification.

The reason for their having delayed the coming forward with their complaint may be that they did not know complaints against the Sarkar would be attended to till they saw it was the case.

Their having paid Chil Naick rusums, if true, must have proceeded from necessity and not from choice. All the head inhabitants of some districts did the same till the agents of Chil Naick were apprehended and efficient protection afforded the ryots against his deprivations.

I may have approved of the increase without adverting to the means by which it was obtained. If I were acquainted, with them and approved, I was wrong. Men's opinion of right and wrong improves as in other things. Otherwise the young and the old would be equally capable of judging on all cases.

*Enclosure (6).*

Extract of a letter from the Superintendent to the Revenue Board, dated 7th June 1797:—

Having from a pressure of business suffered a matter of this nature to lie over a considerable time, I embrace this opportunity of laying it before [you]. It is a complaint of one Seshaiya, a farmer of the sayar, against one of my assistants or, as superintendent of their conduct, against myself. In 1201 the first year of our management I rented the customs of Singarappet to him for 1,200 chackrams exclusive of sibbandi and rusums and he held the farms for that rent five or six months, during which time Captain Graham was enabled to ascertain that much more should have been demanded for it and in consequence gave the farm in rent before his term of agreement was expired to another man for 1,800. Though that was irregular, it might be

considered as excuseable on account of our liableness at first to imposition but admitting that whatever his profits were by the concern he had a fair right to them, no more should have been demanded of him than the amount of his kists due at the time of his supersession. It is probable that was done and that his having fallen into arrears was the cause of requiring his accounts which he would not submit for examination. However that may be, he was removed and he complains of having sustained a loss thereby of 630 chackrams or 525 star pagodas. The papers F being composed of his petition (No. 1.), the result of my assistant Mr. Hurdis' enquiry into his case (No. 2.), and Captain Graham's reply (No. 3.) I refer to them for more particular information concerning it. If the nature of it excite any surprise at its being submitted to your consideration you may be assured from the same circumstance that no personal considerations obstruct the due course of justice in these districts.

It does not appear from enquiry that was the case.

*Enclosure (7).*

Letter from the Board of Revenue to Lieutenant-Colonel Alexander Read, Superintendent of the Ceded districts, dated Fort St. George, 15th June 1797:—

I am directed to acknowledge the receipt of your letter of the 7th instant with its enclosures; you will hereafter receive the Board's Orders respecting the remissions you have recommended should be granted on the settlement of fasli 1205. Meanwhile you will be pleased to report to the Board whether you have reason to believe that Seshaiya obtained the rent of the customs at Singarappet by collusion as is strongly asserted by Captain Graham and upon what proofs he founded his assertion. If the farm were thus improperly obtained and Seshaiya refused to render his accounts to the Sarkar when required, the Board do not consider [him] entitled to any refund, but if that be not substantiated, they are of opinion the kaul ought not to have been annulled and that he is entitled to payment of the whole difference between the first and second kaul—copies of both you will send for the Board's information.

It has not been possible to prove any collusion and it appears that Captain Graham only believed the information he received from his people.

A Collector must depend in some degree on his people and they will often deceive. Nevertheless the collusion was very probable. The Sarkar had no absolute right to insist on the farmer's accounts. His contract was a speculation and as he must stand to losses, he had a right to profits. Failure in his payments would justify the Sarkar's requiring his accounts as constituents require those of a bankrupt, but I have not found that Seshaiya had failed in the regularity of his payments.

*Enclosure (8).*

Letter from Lieut.-Col. A. Read to Captain Graham, Assistant Collector, dated 31st October 1797.—

As you may remember, one Seshaiya who was a farmer of the sayar of Singarappet, either on his own account or for some person else, in 92/3 complained to me in January 1796 of your having superseded the kaul I had given him by which he was a loser, he said, of 729 chs. and Mr. Hurdis having investigated the business, I employed him to write you requesting to be informed of your reasons for the supersession which you gave in a letter, dated the 11th February following.

You stated that having been informed the sayar of Singarappet had been disposed of at a very great disadvantage in consequence of misrepresentation and an industrious suppression of accounts and having had reason, from another man's coming forward with an offer of a third more than his rent, to believe your information was true, you thought the continuing him in his situation upon the terms he had received it would not have been justifiable.

I am of opinion that under those circumstances I should have removed him myself and I recollect my having at the time expressed my satisfaction at your increase of the sayar, though I was not acquainted probably with all the circumstances of his removal or supersession and could not have approved of it without the being very certain of his having bribed my people to procure him the terms he got. Resting the justice or injustice of his claim to a refund upon that, I assembled the people here who had been concerned with him in the farm and made them all swear as to the means employed to obtain their settlement when they all swore that it was not by bribing or any unfair means whatever. As there was no carrying a matter of the kind farther and a court of justice would decide against us for an infringement of our engagement under whatever circumstances it might have been made, I referred it at last to the Revenue Board and enclose its answer by which you will see that it rests his pretensions as we both have done upon the means he employed to procure his farm. Though as already mentioned I have endeavoured to ascertain them, I wish to have another trial with the assistance of such of your people as are best acquainted with the circumstances of the supposed collusion and if you will send them here about the 9th of next month, I will form a committee of three gentlemen who will be here to discover the truth if possible. As the Board desires to be furnished with copies of both the kauls that were granted him I will trouble you for them with translations.

*Enclosure (9).*

Extract of a letter from Captain Graham to Lieut. Col. Read, dated 3rd August 1798:—

In consequence of your letter dated the 1st instant on the subject of Seshaiya, Sayar farmer, I beg leave now to transmit for your perusal a paper in Hinduvi accompanied by a translation in English and delivered to me a short time ago by one Arnagiraiya, the survivor of two brothers who made an offer in your kachcheri for the sayar of Singarappet in fasli 1202 of Ps. 1400—this offer for reasons with which I am unacquainted was rejected and the farm was given to Seshaiya and Arunachalaiya for Ps. 1200.

As appears from the letter on this subject under date the 11th February 1796, having on my arrival at Tirupattūr during your absence to the southward received information that

the value of the farm in question had been greatly under-rated which assertion seeming to be corroborated by the superior offers made for it, not less than pagodas 1,800, raised in my mind a suspicion that there must have been some collusion on the part of your kachcheri; this was still more confirmed by additional information obtained from Arnagiraiya and his brother Venkatesaiya, since dead, of their offer having been rejected and of their having been turned out of the kachcheri in an ignominious manner for having made it, and also from intelligence given by one Virasawmy and Monigar Ramaiya that the persons in whose name the kaul for pagodas 1,200 had been granted were merely the agents of a junto who from motives of self interest had either suppressed accounts or were negligent in their enquiries respecting the value of the farm in question. Virasawmy has, I believe, since left the country and Monigar Ramaiya is either at or in the vicinity of Tiruppattūr and will, if his fears do not prevent him, if called upon, confirm what I have stated—but if it be true that Arunachalaiya and his brother were turned out of the kachcheri, the circumstance must be known to many persons resident at Tiruppattūr, unless, as is very probable, the dread of giving offence to men in power and of the consequence to them, should a prosecution not lead to conviction, may render any attempt to get at the truth abortive.

Seshaiya who had held the farm six months having given 50 per cent more for the farm than his first settlement proves that Captain Graham's suspicion of its having been under-rented was just and that fact is strong presumptive proof that he obtained it at first by means of collusion. Arnagiraiya and Venkatachelaiya having been turned out of the kachcheri would be a still greater reason to believe there was a collusion, but that circumstance could not be substantiated for Monigar Ramaiya, on whose evidence Captain Graham lays a stress, confessed that all the intelligence he gave concerning that affair was only hearsay.

It is of no consequence who offered for the farm or whom [it] was procured for. A farm is like anything else put up to sale and there is no connection between the offers made and the real value of it.

As already mentioned he deposed that all he said was only hearsay but he may have been suborned by my people.

*Enclosure (10).*

Translation of a kaifiyatnāmā written by Annāji, Karnam of Kunnattur taluk, and delivered to the Sarkar on 3rd August 1798.

When Col. Read came to Tiruppattur in the month Vaisakh of Paridhavi samvatsar and issued a proclamation inviting candidates for the sayar of Singarappet, Seshaiya, Khadir Sahib Lubbai and Venkatesaiya came forward with their respective offers. Seshaiya bid 1200 cantary pagodas, Khadir Sahib 1300, and Venkatesaiya said he would give one quarter more than they offered. On hearing this declaration Narayanappah and Muhammad Musa called out to Venkatesaiya 'You being Amil of Javadipur must have made a great deal of money to come forward with so great an offer.' On hearing this, Venkate-

saiya went to his house—afterwards Virasawmy and Ramaiya, who were at that time in the service of the Sarkar, informed Mr. Graham that Narayanappa and Muhammad Musa, without the knowledge of Col. Read and suppressing the advantage of the Sarkar, gave away farms to such persons only as were agreeable to them. When Mr. Graham went to Tiruppattur he sent for Virasawmy and Ramaiya and desired that they would bring before him such persons as had made the highest offers for the farm upon which they produced Venkatesaiya and myself; upon this Mr. Graham gave orders to Lakshmana Rao that the farm should be again put up to the highest bidder and Lalaji Kuran having made an offer of 1800 cantary pagodas and Seshaiya being desired to give in a statement of his gross collections, he said that he would take the farm on the same terms and took a kaul from the Sarkar to that amount. Afterwards Mr. Graham having demanded his former patti, he refused to give it up although the other farmers surrendered theirs. At this time Seshaiya having reserved his former patti now comes forward with a litigation. I have thus represented the particulars of this business as they occurred in my presence.

(Signed.) Annaji.

(Translated from a Persian version by J. G. Graham, Assistant Collector.)

*Enclosure No. (11).*

Lakshmana Rao, Captain Graham's peshkar, having been sworn gives deposition:—

When Captain Graham came to Tiruppattur in the year Paridhavi or A.D. 1792 two persons named Viraswamy and Ramaiya came to him and said that at the time of renting out the Singarappet sayar Muhammad Musa and Narayanappa had given it to a great disadvantage which information Captain Graham took down in writing and asked them what evidence they had to produce in support of their assertion. They mentioned Venkatesaiya and Annaji, and Captain Graham sent for them and interrogated them on the subject and they answered that they had offered a greater sum for the sayar than the present renter paid for it. Captain Graham then ordered Viraswamy,

This is very probable being the practice of perhaps all kachcheris, but impossible to be proved.

As appeared in enquiry when Lakshmana Rao, Captain Graham's peshkar, was present, Lala offered only 1700 and Seshaiya bidding 1800 procured the farm at that rent.

The whole of this deposition and the following enquiry were taken down by Captain Symons while I was at the Presidency and the evidences being detained till my return, I went through the whole of them myself.

Ramaiya, Venkatesaiya and Annaji to attend [on] me which they did and told me that Captain Graham had ordered me to put up the sayar again and give it to the highest bidder. On this I went to Captain Graham and asked if he had given such an order and he sent for Seshaiya and Arunachala Rao and asked them what bribes they had given for the sayar, and they denied having given any. Afterwards he sent them to me and I went to him and said Col. Read's patti for 1,200 pagodas is in their possession and he desired it might be taken from them for his perusal; I returned to the kachcheri and in the name of Captain Graham demanded the patti, they answered they had lost it and again said that they had it not with them which I represented to Captain Graham and he remarked that they must have the patti and did not like to surrender it, and that if they did not give it up he would put the sayar up again. I informed Seshaiya and Arunachala Rao of this circumstance and Lala Jai Kuran having offered 1,700 pagodas, I communicated the offer to Captain Graham who told me to make it known to them and to ask them if they would give more; they refused and a patti was making out for Lala Jai Kuran when Seshaiya and Arunachala Rao agreed but Captain Graham would not give it to them unless they gave more than Lala Jai Kuran and they consented to give 1,800 pagodas. After this an account of their collections for the three preceding months was taken from the karnam of the sayar named Rajapillai and delivered back to them. At this time Viraswamy and Ramaiya reported that Zemindar Narayana Chetty and Muhammad Khan had a share in the farm, and on their being sent for and interrogated on the subject, they acknowledged it be so, but denied having bribed any person for to favour them in that respect.

Viraswamy and Ramaiya also gave information that Seshaiya and Arunachala Rao were indebted to the Sarkar on account of collecting the sayar previous to the commencement of their first patti and Captain Graham put them into confinement where they remained nearly a month and the matter was enquired into and settled and they were released.

Q.—Were Seshaiya and Arunachala Rao confined more than once, and do you know if Seshaiya, Arunachala Rao, Narayana Chetty and Muhammad Khan gave

As Lala had offered only 1,700 and Seshaiya got the farm by out-bidding 100 more, it does not appear that Seshaiya giving him a doceur, which Captain Graham was informed he had done, was at all necessary to his procuring it.

Here it appears that Seshaiya and his partner had given up their accounts, one of the circumstances on which your Board has rested their claims to a refund.

any sum of money by way of a bribe to Muhammad Musa and Narayanappa in consideration of their letting them have the sayar at an under-rate?

A.—I do not know but was told so by Viraswamy and Ramaiya.

Q.—Do you know if Muhammad Musa or Narayanappa had a share in renting out the sayar?

A.—No.

Q.—Do you know anything of Seshaiya and Arunachala Rao being put into confinement for having paid money to Chil Naick?

A.—I have a faint recollection of Viraswamy and Ramaiya saying something about their having an intercourse with Chil Naick's people by allowing them to take a rusum which was one of the causes of their being confined at that time.

Q.—Were the accounts true that the karnam gave in for the preceding three months?

A.—The accounts were not examined but I believe they were true, they were delivered back to them in the same state as they were given in.

Q.—Why did not you examine the accounts?

A.—In the meantime they agreed to an increase of rent and there was no occasion for to do so.

Q.—Did the karnam make any equivocations respecting the accounts?

A.—No.

Q.—Do you know anything of Seshaiya and Arunachala Rao giving a doceur to Lala Jai Kuran?

A.—No.

Annaji, karnam, being duly sworn repeats what he has already asserted in kaifiyatnāmā which he gave to Captain Graham.

Q.—Do you know if Muhammad Khan, Seshaiya, Arunachala Rao and Narayana Chetty gave a bribe to Muhammad Musa and Narayanappa for their ijārā patti for the sayar of Singarappet in the year Paridhavi?

A.—No.

Q.—Do you know if Muhammad Musa or Narayanappa had a share in renting the sayar?

A.—No.

Q.—Have you any evidence to produce in support of the assertions contained in your kaifiyatnama?

A.—No.

Q.—Can't you particularise any person that was present at the time the sayar was put up?

A.—No.

Q.—Was Ramaiya present?

A.—He was in prison.

Ramaiya deposeth upon oath that he was not present in the kachcheri when the sayar was put up.

Q.—Have you any personal knowledge of the matter?

A.—No.

Q.—Did you not accompany Viraswamy to Captain Graham and lodge an information against Muhammad Musa and Narayanappa respecting their having rented out the sayar to a disadvantage?

A.—I was in company with Viraswamy and saw him take down in writing such information from Annaji karnam, but I myself said nothing on the subject.

Seshaiya, the Sayar farmer, being on oath is questioned on account of the Sarkar.

Q.—Did you pay any money directly or indirectly by way of a bribe for your patti to Muhammad Musa and Narayanappa?

A.—No.

Q.—Had Muhammad Musa and Narayanappa a share in the profit of your patti?

A.—No.

Q.—Who were co-partners with you?

A.—Narayana Chetty Zemindar and Muhammad Khan.

Q.—Do you know if Narayana Chetty or Muhammad Khan paid anything by way of a doceur to Muhammad Musa or Narayanappa?

A.—No.



Q.—Do you recollect that Venkateshaiya made an offer for the sayar ?

A.—No.

Q.—Did you ever saw Venkateshaiya and his brother Annaji in the kachcheri ?

A.—Yes.

Q.—Did all candidates make their offers at the same time ?

A.—No.

Narayana Chetty being put upon oath is called in and questioned.

Q.—When Seshaiya and Arunachala Kao made an offer for the sayar of Singarappet, was you present in the kachcheri ?

A.—Yes.

Q.—Was you present in the kachcheri when Venkateshaiya made an offer for the sayar of Singarappet ?

A.—No.

Q.—Do you know anything respecting his having made such an offer ?

A.—Venkateshaiya once asked me to go partner with him in farming the sayar.

Q.—Did you attend daily at the kachcheri ?

A.—Yes.

Q.—In your presence did ever Venkateshaiya make an offer for the sayar ?

A.—No.

Q.—In your presence did Muhammad Musa and Narayanappa say to Venkateshaiya 'You being Amil of Javadipur must have made a great deal of money to come forward with so great an offer' ?

A.—No.

Q.—Have you a share in the sayar farm ?

A.—Yes.

Q.—Did you or any of your partners give anything by way of a bribe directly or indirectly to Muhammad Musa or Narayanappa in consideration of their letting you the sayar at a low rent ?

A.—No.

Q.—If any one of your partners had given anything in that way to them, would such a circumstance come to your knowledge ?

A.—Certainly, for it must have been paid out of the profits or by a contribution from the whole of us.

Observation of Lakshmana Rao, Captain Graham's peshkar, on the conduct of Ramaiya :—Viraswamy and Ramaiya represented to Captain Graham that Narayana Chetty was employed in settling the first Jamabandi and that availing himself of his situation he had taken a share in the sayar farm and in consequence of which he had given it to Seshaiya at an under-rate.

Ramaiya being again called in is cautioned on account of the Sarkar and has Lakshmana Rao's observation read to him and makes the following reply :—Viraswamy was the person that gave the information to Captain Graham. It is true that I was standing by but I only said that Narayana Chetty had a share in the sayar farm. I would not say that he had lowered the rent on that account for I knew he had nothing to do with the renting it out.

Q.—Do you know if Seshaiya or any of his partners gave a docour to Lala Jai Kuran to transfer the farm to them ?

A.—No.

Q.—to Narayana Chetty.—Was you employed by the Sarkar in settling the Jamabandi of the year Paridhavi or A.D. 1792 ?

A.—No.

A Brahmin named Ramaiya having been produced by Annaji and being duly sworn deposeth that when he was standing outside of the kachcheri one day, Venkateshaiya came out and told him that he had offered 1200 pagodas and another person had bid 1300 on which he said he would give a quarter more for the Singarappet sayar on which some one called out 'You shall not have it.'

The present evidence Ramaiya having contradicted himself is palpable, his testimony is rejected as not deserving of belief.

Venkateshaiya being dead and Viraswamy having left the country and there being no more evidences, the investigation is closed.

*Summary.*

Upon a consideration of the evidence that has been produced in the course of the investigation, the Sayar farmer did not refuse to give up his accounts, for Lakshmana Rao says the karnam surrendered them without a demur; but as Seshaiya consented to an increase of rent, the accounts were not examined and it is only known from hear-say that Seshaiya obtained a great profit on the collections of the first three months.

With regard to Seshaiya's having given a doceur to Lala Jai Kuran not to importune him about his accounts, he had no reason to do so; that accounts were in the public kachcheri and on Seshaiya's acceding to the new terms they were given back to him, without passing through the hands of Lala Jai Kuran who had nothing to do with the transaction. The only sign of a collusion having taken place between Seshaiya and his partners and Muhammad Musa and Narayanappa is what they said to Venkateshaiya in the public kachcheri when he offered for the sayar, viz., 'You being Amil of Javadipur must have made a great deal of money to come forward with so great an offer.' However, it is true Annaji has produced a person called Ramaiya to prove that Venkateshaiya made the greatest offer for the sayar which was rejected, but little confidence can be placed on the deposition of this evidence, for at first he said he heard Venkateshaiya offer 1,200 pagodas and another bid 1,300 and Venkateshaiya offered a quarter more and some one in the kachcheri called out 'You shall not have it;' and again the same evidence being put on his oath says Venkateshaiya told him so. Therefore his testimony only amounts to hear-say and as he is also the relation and cook of Annaji, his veracity seems questionable.

Neither Lakshmana Rao, Captain Graham's peshkar, or Annaji and Ramaiya can even assert, much less prove, that any sum of money directly or indirectly was paid by either of the partners in the sayar farm to Muhammad Musa or Narayanappa nor does it appear, as stated by Viraswamy, that Narayana Chetty had anything to do with renting out the sayar.

On comparing the rent mentioned in Seshaiya's first patti with the rent of the

*N.B.*—This summary is by Captain Symons entirely and was drawn up while I was at Presidency. It may therefore be considered as more impartial than if I had drawn it up, as my own kachcheri people have been arraigned as a party in the transactions which are the subject of enquiry.

I may nevertheless observe that though every question has been put to Lakshmana Rao, who as peshkar of Captain Graham must have been acquainted with everything that was known concerning the sayar, it does not appear from his deposition that any collusion was practised by Seshaiya or his partners either the first or second time of their renting it, or that they refused to give up their accounts—the two circumstances on which your Board have rested the merits of his cause.

It appears that enquiry cannot be carried any further and I hope the foregoing will be found by your Board sufficient to decide on the case of the complainant.

succeeding years and the remission made by the Sarkar, it does not appear that it was given to him at an under-value.

## 40.

*Letter—From—*Captain J. G. GRAHAM, Assistant Collector.

*To—*Lieutenant-Colonel ALEXANDER READ, Superintendent and Collector, Ceded Districts.

*Dated—*Daulatabad, the 2nd January 1799.

Having included in my estimates for the last and current fasli years a head of disbursement for 'Panchayats' or native courts of arbitration, I have, on the idea that it may prove satisfactory both to you and the Board, employed the few moments I could spare from the daily routine of business in translating from the Hinduvi some of the decisions which took place last year in my own kachcheri.

2. Those moments having been subject to frequent interruptions, accuracy will scarcely be expected, mistakes and omissions will occur, but I shall hope that, as something new, this attempt at giving a specimen of the modes in which the native courts decide on the causes brought before them may be acceptable.

3. As explanatory of the corresponding years, months and days in the Christian and Hindu calendars, tables\* are annexed.

4. I think this a proper occasion to mention that, as affording a fund of curious information on the jurisprudence of the natives and useful for future reference, I have carefully preserved and registered all decisions, whether in my own or the district kachcheris, that have been made since the commencement of the last fasli. It is also not irrelevant to state that when a cause is finally closed, copies of the proceedings are delivered to the parties signed by the Collector, and another entered in the dufters.

5. Being of opinion that complainants should at all times find easy access to the Collector, during his hours of business, there are no stated periods for hearing them: from the hours of 9 in the morning till 4 or 5 in the evening being daily devoted to that and the other duties of his station.

DECISIONS BY THE NATIVE COURT OF PANCHAYAT OR ARBITRATION IN THE NORTHERN DIVISION KACHCHERI, FROM THE 12TH JULY 1797 TO THE 11TH JULY 1798.

Kachcheri, 27th July 1797.

CASE No. (1).—Kandappa Mudali *versus* Jayaram.

Kandappa Mudali represents that he took into his service, for the purpose of collecting out-standing balances of trade, one Jayaram at the rate of one pagoda for month as pay. The said Jayaram told the plaintiff that there was a friend of his called Baljiwar Rama in the village of Perumbala who would purchase for him any quantity of bees-wax he chose at the rate of 8 rupees per maund, and that he would hold himself responsible for any loss he might sustain, by making Rama advances of cash; the plaintiff trusting to this assurance, gave at one time into the hand of the defendant to be delivered to Perumbala Rama 6 pagodas or 19½ rupees; accordingly Jayaram and the said Rama having made enquiry in the vicinity of Perumbala for bees-wax, purchased and brought to him 1 maund and 17½ seers—price 11½ rupees, thread which cost 1 rupee, 1 bullock 6½ rupees, total 19 rupees, leaving a balance on Jayaram of one half rupee; another time the plaintiff gave the defendant 6 pagodas or 19½ rupees, making the whole amount of balance against him 20 rupees, both persons went as before in quest of wax, which not being able to procure, Jayaram leaving his companion at his village

brought in lieu thereof 3 cows as follows:—One cow price 5 rupees, 1 cow at 6 rupees and 1 cow at 8 rupees, total 19 rupees and Jayaram promised to make good the remaining rupee. I also have in my possession a bond of his for  $4\frac{1}{2}$  pagodas being ready money advanced to him. I also let him have two bullocks value 5 pagodas, making the whole balance against defendant 1 rupee and  $9\frac{1}{2}$  pagodas; besides this, he received from Arumugam Mudali 8 pagodas and from the writer Perumal Naick 1 pagoda, total 9 pagodas for which he has given goods to the amount of 8 pagodas—balance to be paid by him 1 pagoda.

Jayaram's representation:—For the 7 pagodas received from Arumugam and the 1 pagoda given me by Perumalu, I delivered the equivalent in goods. I deny that there is a balance of 1 pagoda against me. I have served Kandappa Mudali for 6 months, and the amount of my pay for that period viz., 6 pagodas is still due me, besides which I have a claim upon him for 2 pagodas on account of the trouble I took in purchasing bees-wax and for him at Perumbala, and he still owes me a quarter of a pay for the trip to Vellore.

The Panchayat decide as follows:—The defendant Jayaram having declared upon oath that he received but 7 pagodas from the plaintiff, the latter is to relinquish 1 pagoda of the 8 said by him to have been given.

2. The defendant being asked regarding pay due by him to his servant Jayaram, replied that the merchant Muthaiya and school-master (Wadiar), inhabitants of Kammanellore, were acquainted with that circumstances as they were the people before whom Jayaram in adjusting their accounts gave his bond to the plaintiff for  $4\frac{1}{2}$  pagodas.

3. Those two witnesses being summoned to court state that it was true they settled the amount between plaintiff and defendant and were in possession of the documents from an investigation of which it appeared to them that Jayaram was indebted to Kandappa Mudali  $26\frac{2}{16}$  rupees or 8 pagodas, that Jayaram having said the defendant must first settle with him for 6 months' pay, they deducted  $2\frac{1}{2}$  months during which he was absent and substantiating his claim for  $3\frac{1}{2}$  months' pay or pagodas  $3\frac{1}{2}$  they subtracted that sum from the above 8 pagodas, leaving a balance of  $4\frac{1}{2}$  pagodas for which the defendant gave the plaintiff his bond in their presence.

4. Jayaram having stated that Kandappa Mudali owed him 2 pagodas for his trouble in purchasing wax for him at Perumbala, the latter represents that he gave into the defendant's hands to purchase wax 6 pagodas, that we did not bring him the said wax at the time he promised and his master being angry at the delay, he was obliged to buy it from another person at Rs. 10 per maund; after an interval of one month Jayaram returned bringing with him 3 cows instead of wax and leaving Rama in his village; that he suffered loss in consequence, but that if Rama would come and certify that Jayaram was all the time employed on his business, he was willing to pay the 2 pagodas; to which Jayaram consented, the whole of Kandappa's demand on Jayaram being  $9\frac{1}{2}$  pagodas and one rupee, of which the latter is to pay  $7\frac{1}{4}$  pagodas and one rupee; of the remaining  $2\frac{1}{4}$  pagodas 2 pagodas to be demanded from him, if after the expiration of two months he make it appear from the attestation of Baljiwar Rama that he was employed on Kandappa's business, and the quarter pagoda in like manner not to be paid, if in the space of one month from hence he will produce the Vellore dubash's letter specifying his having been there, failing of which the said  $2\frac{1}{2}$  pagodas must also be paid by Jayaram to Kandappa Mudali.

*Members.*

(Signed) { Krishnagiri.  
Subbaiya.  
Appu Rao.  
Venkata Rao.  
Subbaraya Chetty.

Approved.

(Signed) J. G. GRAHAM,  
*Assistant Collector.*

Kachcheri, 27th July 1797.

CASE No. (2).—Teli Mar Chetty *versus* Āni Chetty.

Plaintiff's representation:—Ani Chetty is indebted to me as follows:—4 khandis *tīl*, 13 star pagodas and 4 cantary fanams which he refuses paying me.

Defendant acknowledges the debt but states that he has already paid back 2 khandis and 10½ croes of *tīl*, 9 star pagodas and 11 cantary fanams, which having been ascertained, the Panchayat decide as follows:—

There is a balance against defendant of 1 khandi 9½ croes *tīl*, 3 star pagodas and 4 fanams 8 anas cantary which he must pay.

(Signed and approved as above.)

Kachcheri, 27th August 1797.

CASE No. (3).—Teli Tadd Chetty *versus* Ātkār Goud.

Plaintiff.—I have lent to Atkār Goud of my own free will and without taking his bond or keeping witness, 1 star pagoda, *tullavasi* or interest 5 croes of grain annually, since which 5 years have expired and when I ask him to pay the debt, he daily puts me off with frivolous excuses. The brother of Atkar Goud, Jogi, apprehending that he was going to be dunned by the Sarkar for his kist money quitted his village, Barur, and taking along with him his own and his brother's cattle. He proceeded to the Warmangal tank with the intention of migrating to Paparpatti in the Palacode district. Having obtained intimation of this, I went taking two other people with me and stopped his cattle and brought back with me those which belonged to Atkar Goud, after which, having previously informed the patel of what I had done, I brought them to my own house. Of the four head of cattle which I seized, having understood that one cow belonged to a merchant who had sent her for the purpose of pasture to the defendant's herd, I thinking it improper to keep her carried her to the Goud's house where I left her, retaining in my own possession one cow, one bullock and one calf—the Goud told me that he would have nothing to say to the cow I had brought to him, but that I must be answerable to the proprietor for her, and I learnt that three or four days after she died, upon which the Goud came to me and said that as the cow was dead, I must settle the business with the owner; to this I replied that she had not died while in my possession and that I would not be answerable to this. There are several witnesses who being summoned by the court, corroborated the plaintiff's assertion.

Defendant.—I acknowledge having borrowed and received from the plaintiff one pagoda but it was 3 and not 5 years ago and the *tullavasi* agreed upon was only 4 croes of grain annually. I am so reduced in my circumstances that I am unable to discharge the debt.

Panchayat.—There being no bond or witness to identify this transaction, it appears to us that the plaintiff is entitled to one pagoda and 15 croes of grain as three years' *tullavasi* and as the defendant is poor we award that he shall be allowed till the cutting of the Tai crop to discharge the same for which he is to give security before his cattle is returned to him.

Kachcheri, 13th September 1797.

CASE No. (4).—Antappa and Siromundoss *versus* Kanuram.

Siromundoss:—In the year Virodhikrit 1791–92, I mortgaged forty maunds of *supāri* (betel-nut) contained in four gunnies to Kanuram in consideration of his having made me an advance of one hundred and fifty rupees which I promised to pay at the expiration of 15 days. This money I sent by the hand of Antappa to Cuddappah. After his arrival there he wrote me a letter desiring me to pay Kanuram the 100 Rs. and redeem the betel-nut. Upon going to Kanuram and offering to pay him the said sum together with the interest, he replied that Antappa had actually sold him the betel-nut, not left it in pledge, adding that he

still owed a part of the price which he proposed paying me; to this I answered 'The value of one maund is Rs. 16½, if you will pay me for the 40 maunds at that rate, deducting the 150 Rs., I will receive it.' There are three witnesses to this conversation, but they are not here, they are at Madras. Kanuram again insisted that the commodity was sold to him and desired me to say no more about it.

Antappa.—It is true I left the betel-nut in pledge with Kanuram, but there is neither bond nor witness, God alone being witness of the transaction. To this I am ready to make oath.

Kanuram:—During the war whilst I was living in the village of Pungattur in the Āmbur district and in the house of Vira Goud, one Shaikh Baday, a moorman, brought some betel-nut, a muster of which he carried to Gudiyattam, Ambur, Amburpet and Periakuppam to show to the merchants at those places; but none of them wishing to purchase, he came to me saying that he would dispose of it to me if I would take it. I replied that the betel-nut was not good being a mixture of Bengali and Ghotti, he said that all the dealers had rejected it because it was war time but if I would take it off his hands as he was at present in want of cash he would let me have it at a reduced price on which I sent for one Haidar Labbai of Tiruppattur showing him the betel-nut, he remarked that there was a mixture of two sorts of nut and that after separating them the price of each might be settled which having been done accordingly, at the time of weighing it there were several persons present among whom was Antappa; the said Haidar Labbai is a witness to this transaction; he bought some of the nut from me and his letter from Tiruppattur will corroborate what I have now asserted.

Q.—by the Court to the plaintiffs—It is the universal custom between trades people, when any property is mortgaged, either for a written agreement to pass between the parties for such transaction to be on record or some witness to be present; it appears that you can produce neither, how then are you to be entitled to the recovery of the money said to be due by the defendant for goods left in his charge?

A.—That we are not able to produce such documents is true, but we are ready upon oath to declare that the transaction was as we have stated it.

Q.—If the defendant can produce a creditable witness in support of what he has advanced, will you give up your claim against him?

A.—Yes.

The Court having in consequence taken muchalkas from each, applied to the Collector for an order to the Tahsildar of Tiruppattur directing him to summon Haidar Labbai, the evidence on the part of Kanuram, before him to learn all the particulars regarding this transaction from his own lips and transmit them to the kachcheri; the said Haidar Labbai gave in the following deposition:—

"It is certain that during my residence in the village of Pungattur a wartak belonging to the Army brought and sold a quantity of supari to Kanuram between whom and the wartak a dispute arose about the quality of the goods, the one asserting that there was a difference between the muster and that which was then weighing, which I settled recommending to Kanuram to purchase it as produced by the vendor, which he did; the wartak wanted to be paid in Company's rupees which not being forthcoming, he received the value in different coins at the bazaar exchange. This is all that I know of the matter."

The Court upon this evidence adjudge that the plea brought in by the plaintiffs is groundless, and as it has been given by a person of different cast from either party and consequently supposed to be impartial. They over-rule Antappa's proposal of taking an oath and determine that in future the plaintiffs have no just claim against the defendant so far as this transaction goes.

*Members.*

(Signed) Chitty Venkataram,  
 ( " ) Dharmapuri Venkatachela Chetty,  
 ( " ) Nayanet Mudappa,  
 ( " ) Raik Raz,  
 ( " ) Lakshmanadoss,  
 ( " ) Bahadur Singh,  
 ( " ) Lubbai Ismail Sahib,  
 ( " ) Teli Tanavaraya Chetty.

Kachcheri, 17th September 1797.

CASE No. (5).—Munsirām *versus* Lakshmanadoss.

Munsiram.—Having occasion for one hundred pagodas I went to Lakshmanadoss and asked him if he would let me have the loan of that sum. He said that he would, provided I would purchase from him cloth to the amount of the sum I wanted to borrow ; to this I consented from the necessity of my affairs and passed my agreement to pay him both for the cloth and ready money at a stated period upon which he gave me the worst cloth he had in his shop and when I demanded the money for the sake of which I had consented to take his cloth, he put me off from day to day. The particulars of the cloth concern are as follows:—

Lakshmanadoss has my bond for  $105\frac{13}{16}$  star pagodas.

Received from him at Tiruppattur  $106\frac{15}{16}$  rupees of which I have paid him  $16\frac{2}{16}$  and Ps.  $53\frac{3}{16}$ . Balance against me Rs.  $90\frac{13}{16}$  S.Ps.  $52\frac{4}{16}$ .

This balance I acknowledge and the term of payment having expired, I went to Daulatabad with the intention of selling some cloth as the means of paying the debt but the defendant prevented the sale thereof and carried the cloth with him to Rayakottah, besides which he seized upon the cloth I had at that place and posted one of his servants Dhan Singh on me to importune me for the money; this person beat me with his slippers and used me very ill and had not Lakshmanadoss prevented the sale of my goods I should have had it in my power to discharge the debt I owe to him.

2. Lakshmanadoss.—Munsiram is indebted to me as follows:—

Star pagodas  $105\frac{13}{16}$  as per his bond.

Rupees  $106\frac{15}{16}$  as per his bond of which I have received star ps.  $53\frac{3}{16}$  and Rs.  $16\frac{2}{16}$ .

Balance due me star ps.  $52\frac{4}{16}$  and Rs. 90, as.  $13\frac{1}{4}$ .

Besides this balance I paid to Kurigunta Ramaiya 9 pagodas for ghee, I also gave to Munsiram some ghee, the amount of which 6 pagodas he has not paid me ; the total of the debt due to me being star pagodas 67, as. 4, 90 Rs. as.  $13\frac{1}{4}$ . At the time of my giving him the cloth, etc., he entered into a written agreement with me to this effect, that he was to repay me at the expiration of three months, failing of which he would allow me interest at the rate of 2 per cent monthly for the time I kept it ; it is now three months since the said bond fell due, but he has not yet settled with me. I gave Munsiram some money to purchase silver fanams for me at Tiruppattur ; he has repaid a part and instead of buying up the fanams as directed, he without my knowledge purchased cloth for which not finding a ready sale and the payment of my money appearing distant, I seized upon it and placed a person over him to collect my due ; a dispute having arisen between them, my servant beat him with his slippers but this was not at my instigation and I would have discharged him for his misconduct, had I not thought it necessary to retain him that he might be forthcoming in case of a summons by the Collector.

The depositions of both parties having been taken down, the Court proceeded to decide on the cause:—

Dhan Singh, the peon placed over Munsiram by Lakshmanadoss, having behaved in a very violent and improper manner, the Collector will award his punishment.

Lakshmanadoss is to blame for having of his own accord without the knowledge of the Sarkar presumed to seize upon the property of his debtor although he had not performed his engagement, this being contrary to standing orders, a warrant for that purpose being necessary, and Munsiram, having proceeded to Rayakottah with the intention of selling what cloth he had there and paying the debt, was also deprived of that resource, the defendant having taken that also into his possession ; for these reasons, the Court adjudge that the plaintiff shall pay the defendant no interest whatever, the latter to rest satisfied if he recovers the principal.

The defendant having stated that he gave to Kurigunta Ramaiya 9 pagodas to purchase ghee, it appears that he did so but thinking that the recovery of the money would thereby be more certain, instead of including Ramaiya's name in

the bond he inserted that of Munsiram. Munsiram being able to write would, had he passed his bond for the amount, have executed it with his own hand but the characters in the bond are those of another person, nor does it appear that the plaintiff had any concern in the transaction; therefore Ramaiya and not Munsiram is the responsible person.

Whilst plaintiff and defendant were together at Rayakottah, the latter left in charge of the former 6 pagodas worth of ghee and came to Daulatabad. Munsiram leaving the said ghee with his servant Govinda with directions to expose it for sale in his boutique, promising him batta for his trouble and saying that he would return in three days, also proceeded to Daulatabad where he remained 20 or 25 days. In the meantime Gerri Chetty the partner of Munsiram went to Rayakottah and telling Govinda that the latter was in his debt and that he was authorised by him, he took it away and sold it for his own use.

Govinda having been summoned to Court corroborates the above circumstance respecting the ghee under his hand; they therefore adjudge that Munsiram shall pay to Lakshmanadoss the six pagodas.

After taking muchalkas from each that they would abide by the arbitration of the Court, it prosecutes its decision on their cause.

The total amount due by Munsiram to Lakshmanadoss, as acknowledged by him, is balance on hand star pagodas 52, annas 4 for ghee, star pagodas 6 by account, Arcot rupees 90 annas  $13\frac{1}{4}$ , total pagodas  $58\frac{1}{8}$  Rs.  $90-13\frac{1}{4}$  annas; the cloth belonging to Munsiram seized by the defendant having been valued by the current bazaar price, the latter retaining as much of it as is equivalent to the debt due to him is to deliver over the remainder to Munsiram within 8 days.

Munsiram having declared upon oath that Lakshmanadoss sold 32 pieces of the cloth value 117 Rs. 6 annas which are in his possession, he is to receive credit for that amount leaving a balance in favour of Munsiram of 26 rupees  $2\frac{3}{4}$  annas which at the rate of 3 rupees 8 annas for pagoda is equal to 7 pagodas  $9\frac{1}{4}$  annas which being deducted from the above  $58\frac{1}{8}$  pagodas, leaves 50 pagodas  $10\frac{1}{4}$  annas which Munsiram in presence of the Court paid into the hands of Lakshmanadoss who delivered to the other what remained of his cloth.

Dhan Singh the servant of Lakshmanadoss having, by beating Munsiram, a Kanoji brahmin, with his slippers, been the cause of his losing cast, the Collector awards that Lakshmanadoss shall pay 6 pagodas towards the expense to be incurred in restoring him to his tribe, which having been done accordingly, neither party has any claim against the other.

(Signed) Exclusive of the ordinary members by  
Nagarat Mudappa.  
Thandavaraya Chetty.  
Davalūr Appiah.  
Anikkul Rachappah Chetty.  
Gumastah Venkata Rao.  
Labbaiwār Shaick Dādā.  
Malurentam Appiah Humpat.

Kachcheri, 19th September 1797.

CASE No. (6).—Laskar Kanda *versus* Ramasawmy Kanda.

Having purchased two bullocks and tied them to each other by the neck, I gave them in charge of one Antu to be driven out to graze. It happened that they ran away and I have been on the look out for them these fifteen months. I have now discovered my lost property in the Daulatabad bazaar loaded with coarse jaggery belonging to a moorman, an inhabitant of Palacode, which having claimed as my property, I have come to the kachcheri for its assistance in recovering it.



The Moorman being summoned to Court declares that he purchased the bullocks of Ramasawmy Iyengar, an inhabitant of Palacode and now present in that village, for 5 chackrams and 5 fanams. The said Ramasawmy having appeared in consequence deposes:—About fifteen months ago, having come to Daulatabad about some business I put up in Krishnaswamy's pagoda. My tattu horse having been stolen in the night time, my endeavours to discover the stolen property for a long time proved fruitless. The heads of the Daseri cast to which I belong live in the Kangundi Zemindari; to them I went for intelligence, explaining the colour and particular marks of my horse, and asking them if they had seen it. They replied that they had seen a horse answering the description led through their village about 15 days before. With the hope of tracing my property I proceeded as far as Osur when, on my arrival, I discovered the horse tied before the house of Ramakrishnaiya, the Kandachar Serishtadar and immediately claimed it. He told me that he had bought it, upon which I said that the person who had sold him the horse had stolen it, and that he must either restore it to me the owner or point out the thief, to which having consented he mentioned the name of one Gollar Vira of Candapalli who finding himself discovered made his escape, upon which having confined his family, the Brahmin and patels of Terehalli agraharam told me not to complain to the Sarkar, that I should recover my property or the value of it, on which representing that Vira had not enough of ready money by him, they made over to me two bullocks valued at 5 chackrams and 5 fanams and gave me 5 fanams in cash; with these I returned to Rayakotta where I stayed 5 days without being able to dispose of them, I then went to Palacode where I stated the particulars of the case to the Tahsildar and having sold the bullocks to a Moorman of that place for 6 chackrams, I sent that sum to Ramakrishnaiya to redeem my horse.

The Court having deliberately considered the circumstances of this case decide as follows:—It appears certain both that the bullocks belonging to the Laskar Kanda and a horse the property of Ramasawmy were stolen, it is also ascertained that the latter discovered his property and the thief who had stolen it, but in accepting two bullocks belonging to the same thief in lieu of his horse, he was much to blame seeing that there was good ground to suspect that the thief Vira had obtained these bullocks in the same way he had done the tattu; the Court therefore awards that kanda shall have his bullocks restored to him but in consideration of the great trouble taken by Ramasawmy in consequence of whose diligence in tracing the thief to such a distance these bullocks are now forthcoming and the said Ramasawmy having been prevailed on by respectable people to take them in lieu of his own property, it appears to the Court but fair that he should have one of the bullocks; the price paid for the two being 5 chackrams and 5 fanams the Court adjudges that the half of that sum, viz., 27 fanams and 8 annas shall be paid by the Laskar Kanda and the other half by Ramasawmy which together making up the sum paid by the Moorman for the bullocks, they are to revert to the said Kanda as original proprietor.

Kachcheri, 10th October 1797.

CASE No. (7).—Kotekar Ranga *versus* Pylney.

Kotekar Ranga:—In Virodhikrit samvatsar 1791-92, I purchased of one Pylney, inhabitant of Balaguli taluk, Krishnāgiri, one khandī of bajra and one khandī ragi, for 4 chackrams and 4 fanams; not having the money by me I mortgaged in lieu thereof 6 pagodas worth of joys which I gave to the said Pylney; sometime after, I paid him 5 rupees; Pylney having sold to another ryot 18 khandis of grain, he is indebted to me on account of customs 18 fanams which the custom farmer has stop out of my pay, the said 5 rupees being equal to 17½ fanams, the whole amount paid by me to him is 3 chackrams 5 fanams and 8 annas, but upon offering him the difference, viz., 8 fanams 8 annas, he refuses returning me my property.

Pylney :—Kotekar Ranga purchased of me in Virodhikrit one khandi bajra and one khandi ragi for 4 chackrams and 4 fanams, but instead of the money he delivered over to me some joys, he also in part payment gave me 5 Rs. He has set forth a claim against me for 18 fanams on account of custom but at the time of sale it was agreed that the purchasers and not the vendor should pay the duties; purchasers being now present will state the circumstance as I have represented it.

Pylney has given me in part payment of the grain I sold him 5 rupees or one chackram 7 fanams 8 annas, when he pays me the balance I shall return him his joys.

One of the merchants who purchased the grain being summoned by the Court declares that Mamresham Chetty bought 10 khandis, Teli Konda Chetty 5 khandis, Natkar Thandava Chetty two khandis, Puchana of Balligarhalli one khandi, total 18 khandis; Puchana in consideration of his being a ryot paid no duty, Sham Chetty paid to the Kotekar Ranga for his 10 khandis—5 fanams, there remained 7 khandis to be paid for, viz., Teli Konda Chetty's 5 khandis—2 fanams 8 annas, Thandava Chetty's 2 khandis—1 fanam, total 3 fanams 8 annas which Sham Chetty engaged to pay to the Kotekar.

The Court in consequence of this evidence adjudge that the claim preferred by the plaintiff Kotekar Ranga for 18 fanams against defendant Pylney is frivolous and unsubstantiated. Due by Ranga to Pylney is 4 chackrams 4 fanams from which deducting 5 Rs. or 1 chackram 7 fanams 8 annas, leaves a balance of 2 chackrams 6 fanams 8 annas which Ranga is to pay to Pylney in 20 days from this date after which the plaintiff is to redeem his joys and Mamresham Chetty agreeably to compact is to give him on account of duties 3 fanams 8 annas.

Kachcheri, 15th October 1797.

CASE No. (8).—Ooppanah *versus* Venkata.

Ooppanah :—Agmurry Venkata having one day brought to me a person named Thandava, the latter bought of me 2 bullocks the price of which was settled at 3 pagodas 2 fanams cantary for which sum having passed his bond dated Vaisakh shud dashami (10th Vaisakh), Venkata became security for the same engaging that if the money was not paid in two months from that date he would pay the principal with interest at the rate of 4 annas of a gold fanam per pagoda. Besides this Venkata borrowed of me 1 chackram to pay his kist which he has not yet paid me, putting me off from day to day.

Venkata :—I acknowledge having become security for Thandava who purchased of the plaintiff two bullocks and I shall pay him the amount provided two months are allowed me.

Decision by the Court :—Amount of Thandava's bond to Ooppanah, 3 pagodas 2 fanams cantary, interest due thereon from 1st Ashaud masam to Asviji bahul ashtami (8th Asviji), being 4 months, 2 fanams 13 annas, ready money for his kist 10 cantary fanams, total 3 star pagodas 1 chackram 4 fanams 13 annas. No interest to be allowed because it is not customary to charge it in any but ready money concerns and that it may serve as a warning to others who may be inclined to break through the rules which from long prescription have been established for transactions of this nature. Deducting therefore the above 2 fanams 13 annas, there remain 3 pagodas 1 chackram 2 fanams cantary which in consideration of the poverty of the defendant he is to pay by the following instalments, viz., Kartik shud tritiya (3rd Kartik) 1 chackram and the remainder being 3 pagodas 2 fanams cantary on the cutting of the bajra crop which will take place in one month; after having drawn out a written agreement accordingly and given it to the parties respectively, they are in future to set on foot against each other on this account.

Kachcheri, 25th October 1797.

CASE No. (9).—Ooppanah *versus* Sadi Nair.

Ooppanah:—In Nala samvatsar Asviji shud saphthami 1796–97 (7th Asviji), Sadi Nair came and borrowed of me 2 star pagodas and 1 Pondicherry rupee for which he gave his bond payable in 2 months, failing of which interest to be charged at the rate of *pāo fallam parka* or 6 annas cantary per pagoda. A long time has elapsed since this transaction and when I ask him for the money he puts me off with excuses.

Sadi Nair:—I acknowledge the debt but the plaintiff owes me something deducting which I am willing to pay him the remainder; the particulars are as follows: the plaintiff had lodged in my house three years from Ananda (1794–95) to Nala inclusive (1796–7) which at 6 fanams cantary rent per annum is fanams 18. I also gave him some grain, value 2 fanams, besides 30 bundles of straw the price of which is due to me.

The Court having questioned the plaintiff regarding his being indebted to defendant, he replies, 'I lived for some days in the house of Kandachar Ram Nair in which there not being room enough, I went and stayed at the invitation of his own people in the defendant's house but had no idea at the time that rent was to be demanded from me; should there be a witness to any such agreement having passed betwixt us, I shall pay it. I acknowledge having received from him 5 croes of grain; two or three bundles of straw he also gave me; the 30 bundles alleged by him is false; if he can prove it, I am ready to give the value.'

The Court then asked the defendant if there was any witness to an agreement for house-rent; his answer: 'during the time that plaintiff was staying in my house he told me that he would borrow and give me 10 pagodas to defray the marriage of my son, on which account I did not then make any bargain with him for house-rent, otherwise I certainly should.'

Ooppanah having at last consented to pay the house-rent at the rate of 3 fanams per annum for 3 years—9 fanams and the price of the grain—2 fanams, total 11 fanams; the owing the 30 bundles of straw not being proved, the Court adjudge that he shall pay this sum to the defendant.

Sadi Nair is indebted to the plaintiff 2 star pagodas @ 11 fanams 8 annas are equal to 2 chackrams 3 fanams, 1 pagoda and 7 rupees @ 3 fanams 8 annas, total 2 chackrams 6 fanams 8 annas, principal interest due on bond from Nala samvatsar Asviji shud saphthami (7th Asviji) being  $12\frac{1}{2}$  months from which deducting 2 months as usual and half a month more on account of defendant's poverty, there remain 10 months which @  $\frac{3}{4}$  of a fanam per month is 7 fanams 8 annas, total principal and interest 3 chackrams 4 fanams from which subtracting the above 11 fanams, the balance 2 chackrams 3 fanams or star pagodas 2 is to be paid by defendant as follows:—Pingala samvatsar Kartik shud Pournami (Kartik 15) 1 pagoda;

Kalayukthi samvatsar 1789–90 Kartik bahul Amavasya (Kartik 30) 1 pagoda.

For which having given receipts, in future no suit is on this account to be brought forward by the parties.

Kachcheri, 19th November 1797.

CASE No. (10).—Krishnachari *versus* Venkataramanayya.

Krishnachari.—My mare which I had let loose in the environs of Cauveripatam to graze having one day disappeared, I gave notice thereof to the inhabitants of the neighbouring villages and to those in the Muttur district. Having received information that one Venkataramanayya had brought the mare to the kasba of Muttur, I went and complained to the Kammanellore Tahsildar who gave an arzi to the Collector before whom I produced witnesses certifying that she was my property.

Venkataramanayya :—I purchased this mare from one Narasappah of Kollegal for 8 chs. 7 fs. and as I was returning with her from the Tirupati feast, having halted at Muttur, the plaintiff stopped me claiming her as his property. There are many witnesses in the village of Kollegal to prove my having bought, not stolen, her, whose written attestation I can if necessary obtain.

The Court having deliberated, find that the mare is actually the property of the plaintiff but from her appearance she is not worth what the defendant asserts he paid for her, viz., 8 chs. and 7 fs. However, as he was going on a pilgrimage to a famous pagoda, necessity might have induced him to give that price for her, besides being an inhabitant of a distant country and respectable in his appearance, it is not likely that he stole her; the Court having taken a muchalkā from him stating that he actually paid that money for the mare, they then fixed her value at 4 chackrams and adjudge that the defendant paying to the plaintiff 2 chs. shall retain the mare.

Kachcheri, 24th November 1797.

CASE No. (11).—Ooppanah *versus* Mallikarjunaiya.

Ooppanah.—In Ananda samvtsar 1794–5, I advanced Mallikarjunaiya some money. I also let out to him some bullocks for hire but to this day he has paid me neither.

Mallikarjunaiya.—In Ananda samvatsar pushia masam (1794–95) when the Sarkar were storing grain on the hill on Krishnagiri, Ooppanah gave me some money to purchase bullocks of the said money, I afterwards returned him a part in ready money and bullocks and on a fair adjustment of our account I shall pay him the balance.

The Court having heard the representations of each proceed to the investigation of their accounts. The number of hired bullocks employed by Mallikarjunaiya are 10 and those he received from Ooppanah 5, total 15 which the former was to let out for hire; it was settled that out of the profit of their joint concern two-thirds were to revert to Mallikarjunaiya and one-third to Ooppanah; they are accordingly hired out from the month of Margasir to the end of Magham being three months the profits during which were for Mallikarjunaiya 50 Rs. 10 as., for Ooppanah 25 Rs. 5 as., total 75 Rs. 15 as., from which sum deducting Mallikarjunaiya's share or 50 Rs. 10 as., there will remain 25 Rs. 15 as., to be paid to Ooppanah from which must be subtracted the amount pay of a bullock man for the above period at 6 gold fanams per month, is 18 gold fs.; feeding the bullocks 10 fanams, total 28 fanams, equal to 8 Rs., leaving a balance of 17 Rs. 5 as., which @ 3 Rs. 7½ as. per pagoda is 5 pags.

Ooppanah advanced to Mallikarjunaiya for purchasing cattle 18½ pagodas which added to the above 5 pags. makes the total 23½ pgs.; balance against defendant who having paid the plaintiff as follows: one bullock price 2 pagodas, 1 do. 4½ pgs., 1 do. 4 pgs., 1 do. 5½ pagodas., 1 do. 4½ pgs., total 5 bullocks price 20½ pgs., in ready money 1 pagoda, total 21½ pagodas, by an order on Daulatabad Muthaiya 3 fs. 8 as., paddy 6 fs. 2 as., hire of a bullock sent on his account to Marandahalli 5 fanams, total 14 fs. 10 as., which @ 11½ fs. per pagoda is 1 star pagoda 3 fs. 2 as., deducting which from the above 23½ pagodas leaves a balance against Mallikarjunaiya of 8 fs. 6 as.

Mallikarjunaiya purchased a bullock from Ooppanah for 2 star pgs. or cantary 2 chs. 3 fs. for which he paid as follows :—2 saris from Lala's shop at Cauveripatam, price 13 fs., balance 10 fs., total 18 fs., 10 annas due by defendant to plaintiff and to be paid on Margasir shud Pournami (15th Margasir) after which neither party is to set up any claim on this account.

Kachcheri, 27th November 1797.

CASE No. (12).—Tippaiya *versus* Hampaiya.

Tippaiya.—Hampaiya a merchant of Daulatabad having in Pingala samvatsar Jaisht shud prathama (1st Jaisht 1797-8) had occasion for some ready money came and borrowed of me 20 pgs. and 5 as., interest at per pagoda 5 as. of a gold fanam per month, he left with me in pledge for the said money 2 khandis of indigo seed, prepared indigo 2 maunds 25 seers and engaged to pay me in six months; that however he has failed to do and he is now importuning me to let him have the 2 khandis of indigo seed, offering me 11 pags. for it to which I will not consent unless he pays me the whole of the debt.

Hampaiya.—I acknowledge this debt for which the plaintiff has my bond but I am not at present able to pay him; if he will let me have the indigo seed on the proposed terms, my intention is to sow it and out of the profits both to discharge this debt and obtain something for myself.

The plaintiff having refused to give the seed on these terms, the Court decide as follows:—Principal 20 star pagodas 5 as., interest from Jaisht shud prathama to Kartik bahul Amavasya (30th Kartik), being 6 months, 3 pagodas 13 as., from which deducting 12 as., balance 3 pgs. 1 anna, total 23 pagodas 6 as.; two mds. 25 seers of indigo and 2 khandis of indigo seed left in pledge with plaintiff; for the seed Tippaiya must give Hampaiya 11 pgs., and for the prepared indigo @  $2\frac{1}{2}$  pgs. per maund is for 2 mds. and 25 seers 6 pagodas 9 as., deduct 1 anna, balance  $6\frac{1}{2}$  pgs., total  $17\frac{1}{2}$  pags.; after which there will be a balance to be paid to plaintiff of 5 pgs. 14 as. by the following instalments:—

On Pushia shud panchami (5th Pushiam) 2 pagodas 12 annas.

On Magha shud panchami (5th Magham) 3 pagodas 2 annas.

According to which defendant having passed his bond to plaintiff, this plea is not to be renewed.

Kachcheri, 4th December 1797.

CASE No. (13).—Shaik Husain *versus* Nilappa.

Shaik Husain.—About ten years ago, I purchased a bullock from Teli Virappa of Krishnagiri for 16 gold fs.; fourteen months ago having sent the said bullock out to graze it disappeared; I have ever since been on the look-out for my property without success till now; that I have found it in the possession of Nilappa, an inhabitant of Bangalore, who has loaded it with betel-nut which he has brought to Daulatabad. I am now come to claim it.

Nilappa.—I purchased this bullock of Killarat Venkatappa Sowcar of Bangalore for 3 chs. There are several witnesses to this, among whom is Malla Chetty of Tallesamudram, a respectable merchant of that place, and if it be necessary I can procure his written attestation to that effect.

The Court after hearing both parties sent for Teli Virappa to identify the bullock who affirmed that he sold it to Shaik Husain for 3 chs. which being confirmed by several others, the property is ascertained to belong to the said Shaik Husain. The head Chetty of Daulatabad and other merchants having made a favourable report of the defendant's character with whose family and connections they say they are acquainted, the theft of the bullock cannot be attributed to him. He must therefore, it appears to us, have purchased it, as set forth in his deposition. Taking all the circumstances of this case into consideration, we decide as follows:—The fair valuation of the bullock in its present state is 12 gold fanams which we divide between the plaintiff and the defendant, that is to say, if Nilappa will pay to Shaik Husain 6 fanams, the bullock becomes his; and if Shaik Husain gives to Nilappa 6 fs. it rests with him. Shaik Husain having preferred taking the fanams, the bullock he said being very poor, it is settled accordingly and the defendant retains possession.

Kachcheri, 31st December 1797.

CASE No. (14). Mahatadi Muthu *versus* Chinney.

Muthu.—I was formerly a revenue peon belonging to the Tiruppattur establishment and having been discharged, I came to Daulatabad where I put up in the house of Ghossiram. It happened that my turban made at Kalispak with small round spots on it was stolen. Being on the look-out, I discovered it on the pandal of Chinney's house which having seized upon, I am come to inform against her.

Chinney being summoned to Court represents :—' I purchased that turban for 5 fanams from the tumbler Venkata who is present. I have had the turban in my possession this twelve months. Virabhadra Chetty, son-in-law of Desam Chetty of Krishnagiri, is acquainted with the circumstance.'

The Court having sent for the tumbler Venkata, he states that having been in Javadipur about a year ago he performed his tricks before one of the patels who gave him a turban as a reward and he afterwards sold it to Chinney for 5 fs., but its dye having now faded he cannot take it upon him to say positively that the one he now sees is the same.

Virabhadra Chetty having appeared before the Court states that in the month Asviji, Chikana a goldsmith of Krishnagiri came to him and asked for the loan of a turban to wear during the feasts Dasara and Navarathri. He replied that he had none to spare but that Chinney had and he accordingly asked her to let him have one, either the *kusumba* (red) or the chintz one. She refused saying that she expected her son daily from Madras who would require them—one of the turbans resembled that which he now sees but he cannot positively say that it is the same.

The plaintiff says that he gave his turban by the hand of Raghavadoss a surveying peon to a washerman of Palacode to be washed; the turban having been in consequence sent to that place and shown to the washermen, they all declare that they never washed it for it had neither of their marks.

The plaintiff having thus failed to bring proof of the turban in question being his property, it is restored to Chinney.

Kachcheri, 2nd January 1798.

CASE No. (15). Krishna Doss *versus* Narayanaiya.

Krishna Doss.—Narayanaiya and his son are indebted to me 8½ star pagodas. When I demanded it from them they plead poverty saying that Tiruppattur Varada Chetty owed them some money and that as soon as they could recover it, I should be paid; if irrecoverable, that they held themselves responsible to this effect that they gave me a written agreement and transferred to me Varada Chetty's bond for 8 pagodas. I have endeavoured to get this money, but can never obtain a sight of Varada Chetty and the bond remains in my possession. I have dunned Narayanaiya's son and uncle without effect and I am now come to prefer my complaint to the Sarkar.

The Court find this to be a just debt and that Narayanaiya and his son are extremely poor. Having summoned Varada Chetty before them, they ascertain on enquiry that his circumstances are likewise indifferent, in consideration of which they adjudge that no interest shall be demanded by the plaintiff. At the time Varada Chetty passed his bond for the above sum to Narayanaiya he and his three sons lived together. Soon after, they separated and became substantial people whilst their father remained poor. The Court taking this circumstance into consideration, are of opinion that the three sons ought to discharge this debt among them, the eldest pay 4 pagodas, the other two 2 pagodas each, total 8 pagodas by the following instalments, viz. :—

Magh shud Pournami (15th Magh) 3 pagodas.  
Phalgun shud do. (15th Phalgun) 3 pags.  
Chaitra shud do. (15th Chaitra) 2 pags.

Total 8 pagodas to be paid by these three people to Krishnadoss with the assistance of the Tahsildar of Tiruppattur who, as the latter is indebted to the Sarkar, will remit the amount as soon as collected to the public treasury. After deducting half a pagoda from the sum  $8\frac{1}{2}$  pagodas for which Narayanaiya had passed his bond to Krishnadoss the said bond to be returned to the former.

Kachcheri, 2nd January 1798.

CASE No. (16). Raghava Bhat *versus* Venkataram Bhat.

Raghava Bhat.—The *panchāngi virthi* (fees for describing the aspect of the stars) of 13 villages in the Pachampalli district, Kammanellore taluk and of 7 villages in the Tatkal district, Krishnagiri taluk, were formerly vested in one Subba Bhat. In Kilaka samvatsar 1788-89 the said Subba Bhat having contracted a disorder which deprived him of the use of his hands and feet, in this helpless state having no person to assist him, he applied to Lakshmi Narayanaiya, karnam of Pachampalli, requesting that he would recommend to him some good Brahmin to attend him and promising that at his death such person should inherit his inams and all he was worth, adding that he would enter into a written agreement to that effect. The above karnam having stated these particulars to me I consented on the conditions prescribed, and leaving the village where I was then residing, I went and lived with Subba Bhat from Kilaka samvatsar to Paridhavi Sravana masabahul dwadasi (1792-93 Sravana 17th) I remained with the said Subba Bhat; when complaining to him that he had never yet given me the written agreement he had promised, he said 'it was very well', upon which I carried him next day to Muttur, where in presence of Rama Josi, Pattabaiya, Sampurthi Ramaiya and Pachampalli Shamboag, Lakshmi Narayanaiya and Barur. Subba Bhat, Cauveripatam Appidichit, Kallavi Appiah and Deshkulkarni Ellappa, the *Danasasanam* or deed of assignment was executed. These people having asked Subba Bhat what was to be done in case any of his relations should hereafter claim what he has now alienated—Kandally Venkatarama Bhat for instance was, they heard, connected with him—he replied that he had no relations to take care of him and for that reason he had adopted me. Being again questioned as to Venkatarama Bhat, he said that he was the grandson of his aunt by the mother's side, which relationship being very distant he did not consider him as entitled to any share of his property. In Paridhavi samvatsar Sravana bahul chathurdasi 1792-93 (29th Sravan) the *Danasasanam* was delivered to me after which one Venkatesachari and Kusum Bhat travelling from Tiruppattur to Palacode stopped at Muttur and having seen the *Danasasanam* they said it was not executed agreeably to form on which I had it altered and attested as before, reserving the former one. We lived together for some time in Timmanampalli, when having some business at Penaghur I went thither leaving my brother as my substitute to take care of the old man till my return. This was in Nala samvatsar, Vaisakh shud dasami (1796-97 Vaisakh 10th); in Vaisakh bahul prathama of said year (Vaisakh 16th) Kandally Venkatarama Bhat arrived at Timmanampalli where uniting himself to Subba Bhat he carried him to Muttur to my house and demanded of my younger brother the deed of conveyance he had given me which he refused to do at first, when the other threatened to break his own head with a stone if he would not comply, at which my brother being alarmed he took and gave to him the original informal *Danasasanam* which having once got into his hands he tore it to pieces after which having made over to me only 5 villages he went to Kandalli. Both my brother and self went to Kandalli claiming the other 15 villages but to no purpose for Venkataram Bhat continues to enjoy them to this day. Subba Bhat is dead. I am now come before you to claim my right agreeably to the deed of the deceased now in my possession.

Venkataram Bhat :—Rama Bhat and Amba Bhat were two brothers; the former had a grandson called Subba Bhat an inhabitant of Tammanpalli. I am the grandson of the other brother Amba Bhat; my place of residence is Kandalli where I

enjoy some inams. Subba Bhat had the *panchangi* fees of 7 villages in Pachampalli and Tatkal taraf; I and Subba Bhat are the heirs to each other's property; during my absence on a pilgrimage to Rameswaram, Raghava Bhat watching his opportunity insinuated himself into the favour of Subba Bhat and induced him to transfer to him my right. On my return, having heard of the injustice that had been done me by my relation I went to him at Timmanampalli when he told me that on account of my absence and having no person to take care of him in his helpless state he gave the *Danasasanam* to Raghava Bhat; however, he added 'you shall have your right' after which we went together to Muttur, recovered the *Danasasanam* which he had given to Raghava Bhat, tore it, made out another for 5 villages in his name and one for the remaining 15 villages in mine. After this I stayed with and took care of Subba Bhat; my *Danasasanam* is dated Nala samvatsar Vaisakh masam; some time after Subba Bhat died, I was at the expense of performing all the rites and ceremonies usual among Brahmins on such an event and I have ever since on the anniversary of his death gone through the prescribed forms; Rama Bhat, Pattabaiya and Yellappah of Muttur are acquainted with these particulars.

The Court having summoned Pachampalli Lakshminarayanaiya desire him to relate what he knows of this case. He said that he is acquainted with the circumstance of Subba Bhat having given the *Danasasanam* to Raghava Bhat but that he does not know of his having given one to Venkataram Bhat; he corroborates word for word what has been stated by Raghava Bhat.

Ramajosi and Pattabaiya having also been summoned could not attend on account of sickness but they sent the following account in writing 'that it was true Subba Bhat had given to Raghava Bhat in the village of Timmanampalli a *Danasasanam* having been and that they were original of any such document given by him to Venkataram Bhat. Subba Bhat and Venkataram Bhat had a dispute in the house of Raghava Bhat but we did not interfere nor are we acquainted with the particulars.' These also agree in their statements with Raghava Bhat.

The Court having heard both parties and examined witnesses decide as follows:—'Where a gift of land, a promise of bestowing a daughter in marriage and a reward for having been instructed in the sciences has been once given by a Brahmin, to retract is contrary to the tenets of the Shastras;' agreeably to the extract from the sacred Shastras Subba Bhat having once bestowed the *Danasasanam* on Raghava Bhat he cannot be deprived of it.

The claim of Raghava Bhat is further strengthened from his having quitted his own family connections and attached himself as a servant to Subba Bhat for the space of 5 years. Venkataram Bhat has stated that he was from near kindred heir to Subba Bhat but it appears that he has no just claim on that account being far removed from the line of near relationship. All this being prescribed in the Shastras Raghava Bhat's right to the inheritance is substantiated and the claim of Venkataram Bhat rejected.

But Raghava Bhat passed his word to Subba Bhat that he would take care of him during his life and on his death perform all due ceremonies; instead of this having some business of his own to attend to, he went away leaving his brother as his substitute in consequence of which and their not agreeing together Subba Bhat went from necessity and resided with Venkataram Bhat for a twelve month, after which he died. He during that period not only took care of him but was at the expense of his funeral rites and the annual ceremonies. Raghava Bhat having thus failed in his duty, the Court adjudge that out of the 20 villages he shall have the fees of 13 and the remaining 7 to be enjoyed by Venkataram Bhat and all dispute between them on this subject shall from henceforth cease and determine. The Court also divide other property belonging to the deceased as follows:—

To Venkataram Bhat—

1. One tattu sold by him to defray the expense of the funeral.
2. One brass basin.

To Raghava Bhat—

1. Two Krishnamurti and Saligramam (images).
2. One *sumpusht*, an appendage of Saligramam.



## Division of the villages.

To Raghava Bhat.

Summat Pachampalli :—Kasba Pachampalli, Jambuguttahalli, Timmanayanpalli, Avulpatti, Viapalpatti, Vekāranpalli, Tippanur, Murmanpalli, Puliampalli, Ganginayanpalli, Kudri Chinnahalli, Gundalhalli.

Jagadeo taluk :— Kullairhalli. Total : 13 villages.

Besides wet land in Kasba Pachampalli, waste 13 guntas in Jambuguttahalli, dry arable 400 guntas; in Timmanayanpalli, dry 500 guntas, wet 27. In Tippanur wet  $6\frac{1}{2}$ . Total dry guntas 900, wet  $46\frac{1}{2}$ .

To Venkatarām Bhat. Jagadeo Taluk.

Summat Tatkāl :—Kasba Tatkāl, Santūr, Ramapūr, Ballapalli, Gutthalli  
Summat Pachampalli, Doddacurredūr, Tipprikuppam—

Total : 7 villages.

Besides in Kasba Pachampalli, wet 7 guntas, in Tippanur wet  $3\frac{1}{2}$ , in Timmanayanpalli wet 13, in Tipprikuppam, dry 200, in Santur, dry  $243\frac{1}{2}$ . Total, dry  $443\frac{1}{2}$ , wet  $23\frac{1}{2}$ .

Kachcheri, 5th January 1798.

CASE No. (17). Mudappah *versus* Chinveri Chetty.

Plaintiff :—In Nala samyatsar (1796–97) Dasappah, son to the defendant, was in the practice of borrowing sums of money from me and an intimacy subsisted betwixt us. Nagret Timmaua came to me one day and praising the said Dasappah for his diligence and ability recommended to me to give him the charge of a *dukan*. Following his advice, I accordingly advanced to Dasappah 10 chs. on his bond dated Jaisht shud dasami (10th Jaisht). Two or three months after, on taking an account of his profits in trade I found them answer my expectation and having taken my share according to agreement, I still left the 10 chs. in his hands. After this I proposed to his father Chinveri Chetty to come also and accept of my assistance in the way of trade; he replied that he was 20 pags. in debt and found it difficult to procure subsistence, that if I would contrive to extricate him, he would do as I wished. I answered that to satisfy his creditors I would in the meantime give him 10 pags. and advance him and his son 11 chs. more to trade with. I accordingly gave him the 10 pagodas taking his bond for the same with interest at a quarter gold fanam monthly per pagoda; having destroyed the former bond for 10 chs. made out in Basava Chetty's name, I took a fresh one for 21 chs. in the name of the father; and soon after this, having investigated the profits of their joint trade, I found all was proper; on second enquiry there was a profit of 6 chs. of which I took 3 chs. as my own share giving the rest to Chinveri Chetty. On a third investigation, suspecting that they had concealed their profits I spoke to them about it mentioning that hitherto they had allowed me a share of the profits accruing from the capital borrowed from other people, the interest due on such capital being equally defrayed by us. The first time we settled our accounts I objected to the accumulation of interest due on sums borrowed from other people, proposing that I should in future advance them what sums they might want charging the proper interest to be deducted out of their share of the profits. On the third settlement they objected to allow me any share of the profits on the money borrowed elsewhere, proposing Timmana as the umpire between us, to which I consented. Timmana's arbitration not having been satisfactory to them, our cause was transferred to the decision of four other wartaks who asking Chinveri Chetty if he would abide by their decision, he said that he would, provided it was agreeable to his expectations. On this account I have preferred my complaint against them.

Defendant :—Having quitted Marandahalli, I came and resided in Daulatabad at which time Virabhadraiya, Mudappah's brother, who lived at Krishnapur taluk, Kangundi, came and put up in my house after which Mudappah also arrived and we all stayed together during which we became known to each other. My Dasappah having gone to Palacode, was followed by Mudappah's brother; I also had occasion to go thither, as had Mudappah. Being there together I occasionally borrowed 5 and 10 fanams to trade with from Mudappah when he told me that trading on so trifling a capital was useless as I could make nothing by it and offered me a share in his concerns promising to make me advances both for the purpose of trade and to assist in paying my debts. Accordingly I placed my son Dasappah with him who received the first time 10 pagodas, half in money and the rest in goods, taking his bond for a share of the profits. We were going on trading with the above 21 chackrams. I got the 10 chackrams on condition of paying a quarter fanam interest out of the profits arising from our trade. Mudappah received one half accordingly; the second time we settled our account there was a profit of 6 chackrams which we divided; having to increase my capital, borrowed money elsewhere; we also divided the profits after deducting the interest; Mudappah objecting to this, said that he would give us what money we had occasion for, provided we would pay him both the interest and half the profits; to this I replied that for the sums borrowed from other people I would pay interest but none for what he might advance me; besides this I am entitled to certain sums on the profits of our trade as follows:—

|  | CHS. | FS. | AS.             |
|--|------|-----|-----------------|
| Profit on bees-wax, honey, &c., bought of Nallappah ... ..   | 25   | 0   | 0               |
| Do. on the sale of brass, &c. ... ..   | 1    | 1   | 0               |
| Do. on <i>til</i> brought from Rayakottah ... ..   | 0    | 1   | 0               |
| Interest paid by Nulla which Mudappah did not share with me ...  | 0    | 0   | 3               |
| Do. paid by Rami do. ... ..  | 0    | 0   | 3               |
| Profit on exchange in recovering a debt from Marri Kempa... ..   | 0    | 0   | $\frac{3}{4}$   |
| Do. do. on coins received in the <i>dukan</i> and sent to<br>Mudappah ... ..                                     | 1    | 2   | 0               |
| Loss sustained in the sale of pansupari ... ..   | 1    | 2   | 0               |
| Interest on money advanced for kistbandi ... ..  | 0    | 1   | 4               |
| Profit on ragi purchased from Narayanappah ... ..  | 0    | 2   | 0               |
| Do. do. from Devalur Venkatappah ... ..  | 0    | 4   | 0               |
| Do. on the sale of maddi shika bought from Nulla ... ..  | 3    | 0   | 0               |
| Do. do. on gram and rice from do. ... ..   | 0    | 1   | 4               |
| Do. on advance Kassi Kalachari from our capital ... ..   | 4    | 2   | 8               |
| A iron pen and knife taken by Mudappah out of the <i>dukan</i> ... ..  | 0    | 0   | 4               |
| Profit on the sale of silver ... ..  | 0    | 1   | 8               |
| Nanza, servant to the concern employed otherwise by Mudappah<br>for some days, his pay during that period ... .. | 0    | 0   | 8               |
| Profit on certain articles which Mudappah took out of the shop for<br>his own use ... ..                         | 2    | 0   | 0               |
| Balance of cash on Santoji collected by Mudappah ... ..  | 0    | 1   | 1               |
| A saila won at a raffle ... ..   | 0    | 4   | 0               |
| Total chackrams ...  | 39   | 4   | $11\frac{3}{4}$ |
| The Court proceed to investigate their accounts—   |      |     |                 |
| Amount of advances made by Mudappah to Chinveri Chetty ...   | 26   | 7   | $5\frac{1}{2}$  |
| Profit on that sum from Pushia bahul saphami Nala samvatsar<br>(22nd Pushiam) to the end of that year ... ..     | 14   | 4   | $6\frac{1}{4}$  |
| Total ...  | 41   | 1   | $11\frac{3}{4}$ |
| Deduct Chinveri Chetty's share of the profits ...  | 7    | 2   | 3               |
| Remains ...  | 33   | 9   | $8\frac{3}{4}$  |

|   | CHS.  | FS. | AS.             | CHS.  | FS. | AS.              |
|---|-------|-----|-----------------|-------|-----|------------------|
| Chinveri Chetty being in low circumstances has the option of making over to Mudappah the whole of the goods in his <i>dukan</i> or to pay him their value which is ... ..                   | 7     | 8   | 6 $\frac{3}{4}$ |       |     |                  |
| Amount of outstanding debts due to the concern 16-4-12 of which Chinveri Chetty's share is 8-2-6 and he must point out to Mudappah the persons who owe the remainder that he may collect it | 8     | 2   | 6               |       |     |                  |
| Iron materials in possession of Chinveri Chetty valued at ... ..  | 2     | 0   | 0               |       |     |                  |
|   | <hr/> |     |                 | 18    | 0   | 12 $\frac{3}{4}$ |
| Total for which Chinveri Chetty must account to Mudappah  | ...   |     |                 | 15    | 8   | 12               |
| Present state of Chinveri Chetty's circumstances—   |       |     |                 |       |     |                  |
| He has taken from the <i>dukan</i> for the use of himself and family goods now in his house to the value of.  | 11    | 8   | 9               |       |     |                  |
| He has iron materials besides those to be made over to Mudappah as above valued at ... ..   | 3     | 0   | 0               |       |     |                  |
| Excess of outstanding balance accruing to him ...   | 1     | 0   | 3               |       |     |                  |
|   | <hr/> |     |                 | Total | ... | 15 8 12          |

Chinveri Chetty having stated some claims against Mudappah exclusive of the *dukan* concern and some of the Palacode wartaks settled it; the following, it appears, were proved against Mudappah—

|   | CHS.  | FS. | AS.             |
|---|-------|-----|-----------------|
| Profit on <i>til</i> ... ..   | 0     | 1   | 0               |
| Interest paid by Ramaiya ... ..   | 0     | 0   | 3               |
| Collected for the kistbandi ... ..  | 0     | 1   | 4               |
| Profit on <i>tuver</i> ... ..   | 0     | 1   | 8               |
| Advance to Santoji recovered ... ..   | 0     | 1   | 1               |
| Interest paid by Nulla ... ..   | 0     | 0   | 3               |
| Profit on exchange ... ..   | 0     | 0   | $\frac{3}{4}$   |
| Iron pen and knife ... ..   | 0     | 0   | 4               |
| Nanza ... ..  | 0     | 0   | 8               |
| Profit on brass sold, viz.—   |       |     |                 |
| 1 Brass pot ... ..  | 0     | 4   | 0               |
| 14 seers of copper, &c. ... ..  | 1     | 4   | 0               |
|   | <hr/> |     |                 |
| Total ... ..  | 1     | 8   | 0               |
| Sold as follows—  |       |     |                 |
| To Appurūpachari ... ..   | 1     | 5   | 0               |
| To 1 $\frac{1}{2}$ seers copper ... ..  | 0     | 1   | 11              |
| To 1 pot ... ..   | 0     | 7   | 7               |
|   | <hr/> |     |                 |
| Total ... ..  | 2     | 4   | 2               |
|   | <hr/> |     |                 |
| Deduct the above ... ..   | 1     | 8   | 0               |
| Total due to the Chetty ... ..  | 1     | 2   | 1 $\frac{3}{4}$ |
| Claims remaining to be subtracted by Chinveri Chetty  |       |     |                 |
| Gram and rice given to Nulla ... ..   | 0     | 1   | 4               |
| Wax, maddi shika, honey, &c., said to have been sold by the Chetty but denied by Mudappah who states that it was not sold by him and that if he can hereafter prove it he will pay the amount | 25    | 0   | 0               |
|   | <hr/> |     |                 |
| Total to be paid the Chetty if proved by Phalgun bahul amavasya (30th Phalgun) ... ..   | 25    | 1   | 4               |
| Amount of claims rejected by the Court:—  | 13    | 1   | 6               |

| Particulars :  | CHS. | FS. | AS. |
|--|------|-----|-----|
| 1. That brought by Chinveri Chetty against defendant for his share of profit arising from coins sent by him to the latter's shroff stall ... ..  | 1    | 2   | 0   |
| 2. Loss said to have been sustained on the sale of pansupari, defendant having alleged that it never was sent to his stall till it was so old that no person would purchase it; the Court upon this having consulted some merchants as to the custom between partners in such cases they gave it in favour of plaintiff; the plea is therefore rejected ... ..   | 1    | 2   | 0   |
| 3. Defendant having accused plaintiff of extorting from him 3 chackrams as profit on wax, honey, &c., purchased from Nilappah, the Court finding on questioning the plaintiff that at first he was in the practice of trading separately with the said Nilappah, but in consequence of defendant's importunity to send the above articles to his stall he afterwards did so and the 3 chs. he got as his share of the profits was on that account ...  | 3    | 0   | 0   |
| 4. Defendant having twice charged for the profit on Kassi Kalachari's concern, it is now deducted ... ..   | 4    | 2   | 8   |
| 5. Defendant having stated that he had purchased ragi from Devalur Venkatappah for which there was a balance of profit due him, the said Venkatappah having been questioned on this head denies that he ever saw the defendant's face in this transaction, plaintiff having been the person concerned; claim rejected ...  | 0    | 4   | 0   |
| 6. Defendant having claimed the price of a saila stating he and some other wartaks having clubbed together bought a saila and having agreed together to throw the dice for it, he won it; after which plaintiff took it from him; plaintiff being questioned declares that he returned the saila to defendant, there is no witness on either side nor will defendant swear to the truth of his assertion; plea rejected ... ..   | 0    | 4   | 0   |
| 7. Defendant having claimed a profit on six khandis of ragi purchased from Nagret Narayanappah stating that it was he who went to plaintiff for 6 pags. to buy it and that he was the agent in the business and plaintiff offering that it was entirely a separate concern to which defendant had nothing to say and this being confirmed by Narayanappah, the claim is rejected ...   | 0    | 2   | 0   |
| 8. Defendant sets up a plea against plaintiff on account of rice furnished for his family stating that he used to consume monthly 20 or 25 gold fanams worth whilst he the defendant only expended 3 fs. and the price of both being at the bazaar rate the concern suffered a proportionate loss; to this plaintiff replied that he took from the <i>dulkan</i> what rice was necessary for himself and family, that defendant did the same, that the consumption of rice in his family was greater than that in defendant's but that defendant used more ragi in his which would put them nearly on a footing; the Court finding no documents by which to substantiate this, plea rejected... .. | 2    | 0   | 0   |
| 9. In the brass concern, 11 gold fanams having been claimed 6 fanams 2 as. are substantiated, the rest rejected ...  | 0    | 4   | 14  |
| Total rejected as above :  | 13   | 1   | 6   |

|  |     |         |        | CHS. | FS. | AS.              |
|--|-----|---------|--------|------|-----|------------------|
| Remaining unsubstantiated and rejected   | ... | ...     | ...    | 39   | 4   | 11 $\frac{3}{4}$ |
| viz., to be settled hereafter  | ... | ...     | 25 1 4 |      |     |                  |
| Rejected   | ... | ...     | 13 1 6 | 38   | 2   | 10               |
|  |     | Balance | ...    | 1    | 2   | 1 $\frac{3}{4}$  |
| which the Court equally divide between the parties, viz.—  |     |         |        |      |     |                  |
| To plaintiff   | ... | ...     | ...    | 0    | 6   | 1                |
| To defendant   | ... | ...     | ...    | 0    | 6   | $\frac{3}{4}$    |
|  |     |         |        | 1    | 2   | 1 $\frac{3}{4}$  |
| Collection by plaintiff.   |     |         |        |      |     |                  |
| At one time  | ... | ...     | ...    | 18   | 0   | 12 $\frac{3}{4}$ |
| Do. as above   | ... | ...     | ...    | 0    | 6   | $\frac{3}{4}$    |
|  |     |         |        | 18   | 6   | 13 $\frac{1}{2}$ |
| Total remaining due by Chinveri Chetty   | ... | ...     | ...    | 15   | 2   | 11               |
| Besides his bond to plaintiff dated Nala Pushiam 28th for 10 chackrams                             | ... | ...     | ...    | 10   | 0   | 0                |
| Interest @ per pagoda monthly 4 as. from the above date to the 28th Margasir being a complete year | ... | ...     | ...    | 3    | 0   | 0                |
|  |     |         |        | 28   | 2   | 11               |
| Deduct on account of defendant's poverty   | ... | ...     | ...    | 8    | 1   | 11               |
|  |     | Balance |        | 20   | 1   | 0                |

To be paid as follows:—

|                             |     |    |   |   |        |
|-----------------------------|-----|----|---|---|--------|
| Pingala samvatsar Magh 30th | ... | 10 | 0 | 8 | ...    |
| Do. do. Phalgun 30th        | ... | 10 | 0 | 8 | 20 1 0 |

Should the defendant be able to prove his right to the above chs. 25-1-4 remaining unsubstantiated within the given time, plaintiff to give him credit for half the amount as his share; should he fail therein, the chs. 20-1-0 to be paid as directed.

Kachcheri, 9th January 1798.

CASE No. (18).—Kuppa Chetty *versus* Timraya Naick, etc.

Plaintiff:—I am an inhabitant of Pidari. Muthu Naick and Timraya Naick borrowed money of me at three different times and passed their bonds for the amount with interest. I am come to the kachcheri to solicit its aid in the recovery of this debt together with the interest due thereon; the bonds are in my possession.

Timraya Naick:—We formerly rented Pidari and some other villages in its neighbourhood and to make up our kists were frequently under the necessity of borrowing money from Kuppa Chetty; there still being a balance of rent against us, Kurbanhalli Baig, Amil of Krishnachari, collected the money from the said Chetty and made us pass our bonds to him for the amount; we acknowledge the propriety of discharging this debt but we are unable to pay the interest which has accumulated upon it; besides the balance of rent was not against us solely, the ryots were also included. We therefore request an order to the tahsildar of the district authorizing us to collect the said balance.

|   | PG. | F.  | G   |
|---|-----|-----|-----|
| Court:—Amount payable to plaintiff as per 3 bonds, viz.—                                  |     |     |     |
| One bond in the name of Timraya Naick, son of Pedda Naick, dated Plavanga, Ani masam 11th | ... | 97  | 0 0 |
| One bond in the name of Muthu Naick dated as above  | ... | 46  | 0 0 |
| One bond in the name of Narasimma Naick dated as above                                    | ... | 44  | 0 0 |
|   |     | 187 | 0 0 |

|   | PG. | F. | C. |
|---|-----|----|----|
| Interest:—@ 3 chs. per cent monthly from the above date to the 7th Margali Pingala samvatsar being 10 years and 5 months is chs. 700 which @ 1-1-8 per star pagoda is ... | 608 | 0  | 11 |
| Timraya Naick and Muthu Naick also passed their bond dated Krodhi samvatsar Margali 7th: Principal ... ..   | 28  | 0  | 0  |
| Interest @ 3 per cent monthly from the above date to the 7th Margali Pingala samvatsar being 13 years is chs. 130-6-8 @ 1-1-8 per pagoda is ... ..                        | 113 | 0  | 11 |
| Total Star Pags. ...  | 141 | 0  | 11 |
| Principal ... ..  | 215 | 0  | 0  |
| Interest ... ..   | 722 | 0  | 6  |
|   | 937 | 0  | 6  |

The interest having accumulated to an immoderate amount and the holy Shastras prescribing "that the amount of interest shall never exceed the principal" the Court in conformity to this maxim find that the amount of the debt including the interest thus modified is Ps. 430-0-0, viz.,

|                  |     |   |   |
|------------------|-----|---|---|
| Principal ... .. | 215 | 0 | 0 |
| Interest ... ..  | 215 | 0 | 0 |
|                  | 430 | 0 | 0 |

The defendants having agreed to pay the principal on condition of being permitted to collect the outstanding balances against the ryots, engaging that should there be a surplus it shall be appropriated towards liquidating the interest and stating that the amount might be about 400 pags. the particulars of which were entered in the karnams' accounts, the latter accordingly give in their written statements and the Court recommend that the tahsildar may be desired to collect the sums due by each individual and besides the principal that the plaintiff shall receive in liquidation of the interest any surplus that may accrue above the pagodas 215; should the defendants not substantiate their claims against the ryots they must be responsible for the amount principal.

Kachcheri, 8th. January 1798.

CASE No. (19). Arimuthu *versus* Annamalai Chetty.

Plaintiff:—Odandi Rama and myself were partners in a *panmallu* (betel garden) in the village of Kartagoli, summat Karanhalli, taluk Virabhadradrug. Rama without our knowledge went to Agaram, taluk Kammanellore and sold his share for 4 chs. 4 fs. to Annamalai Chetty; this bargain having been made without our previous concurrence we are come to petition that the said share may be delivered over to us on reimbursing Annamalai Chetty the amount purchase.

Defendant:—I purchased the share of a garden paying the Sayar farmer from Agaram, Rama, for chs. 4 fs. 4 as per bill of sale; Arimuthu and I having a dispute on this head went to have it settled by the Tahsildar of Virabhadradrug, who after hearing both sides gave it in my favour.

Court:—Having inspected the deed of sale, summoned for the purpose of enquiry into the rules which subsist among partners in a betel garden as to the disposal of their respective shares the following persons: Labbai Fakir Muhammad,

Aotwadily Miran Sahib, gardener Kandappah, Chinnaroyadrug Chundappah and Kallavi Kuppa Chetty who declare—

1st. That the proprietor of a share in a garden may *ad libitum* dispose of the whole or any part of such garden to whom he pleases without the consent of his partners.

2nd. Therefore that the plea set up by Arimuthu was frivolous and improper. The Court upon this confirm the bargain and the plaintiff is not in future to renew his claim.

Kachcheri, 24th January 1798.

CASE No. (20). Lakshmana and Kuppaiya *versus* Narayanaiya.

Plaintiffs:—Chika Timmapaiya, the father-in-law of Kuppaiya, advanced to Venkatagiraiya, grandfather to Narayanaiya, the sum of 500 chs. on condition of his mortgaging to him 12 cawnies of land out of his Kulkoragi inam lying under the Palacode tank; of that sum there is a balance still due to us of 150 chs. of which when we demand payment he puts us off with excuses in lieu of the said 150 chs. Narayanaiya gave us a garden the produce of which he, however, appropriates to his own use. We request the interference of the Sarkar in the recovery of this our right together with the interest due thereon.

Defendant:—My grandfather Venkatagiraiya mortgaged to Chika Timmapaiya of Seringapatam in consideration of his advancing him 500 chs. 12 cawnies of land out of Kulkoragi inam under the Palacode tank. My father Appaiya having repaid the said 500 chs. there remained a balance of interest to the amount of 150 chs., for this we transferred to his heirs certain productive gardens which have yielded them a profit of 130 chs., the remaining 20 chs. I am not able to pay; here is their receipt for the above 130 chackrams.

The Court:—Having taken muchalkas from each party binding themselves to abide by the decision of the arbitrators, proceed to take the cause under consideration.

Contents of a bond dated Durmati [1776-7] samvatsar Ashaud shud saphami (7th Ashaud):—Whereas I am indebted to Chika Timmapaiya in the sum of 150 chs., I do hereby in lieu thereof mortgage for the space of one year gardens containing 4,500 supari and cocoanut trees; should there be any deficiency of income arising from the produce of the said gardens, I do hereby promise to make up the same with interest at 10 per cent.

Receipts in possession of the defendant Narayanaiya, dated Raktakshi samvatsar Kartik bahul saphami (22nd Kartik), signed Chika Timmapaiya and written by Pennagur Samaiya, acknowledges his having received as follows: ready cash 85 chs., 45 khandis 12 croes of paddy @ 10 fanams per khandi equal to 45 chs. 6 fs., total 130 chs. 6 fs.; from the date of the above receipt to the present time 53 years have elapsed; to identify the authenticity of the said receipt, Venkataramaiya son of Ramaiya being alive, the Court enclosed and sent it to him who returned it with a certificate "that it was the handwriting of his father Ramaiya." Being satisfied on this head the Court prosecute their deliberations; deducting the above 130 chs. 6 fs., there is a balance against defendant of 19 chs. 4 fs. equal to star pagodas 16-14 as. In consideration of the great poverty of defendant and the distant period at which the transaction took place, it excuses the interest and adjudge that the above sum of 16 pags. 14 as. shall be paid as follows:—

|  |    |    |   |
|--|----|----|---|
| In Pingala Magh shud pournami (15th Magh) ...        | 10 | 0  | 0 |
| and a tattu in possession of defendant valued at ... | 6  | 14 | 0 |
| Total ...  | 16 | 14 | 0 |

Kachcheri, 23th January 1798.

CASE No. (21). Nanja *versus* Gidda.

Plaintiff :—I am an inhabitant of Kamialpalli, taluk Krishnagiri and of the gollar cast. In Sadharana -samvatsar 1790-1 at the beginning of the disturbances I took what joys I had in my house and having put them into an earthen pot I buried it in a kambu field; besides this, I put in the fissure of a rock in an adjoining field, a small iron box with some gold joys; myself, Gidda and one or two other partners used to cultivate the said kambu field. Gidda and [I] are near relations and he knows perfectly well what property I was possessed of but I did not make him acquainted with the places where I had concealed my joys; he being intent on making the discovery sought about everywhere and having at length found them, he carried them off with which I was for some time unacquainted; on returning to my village at the peace, I found that the earthen pot with its contents was gone, at which being alarmed I enquired of my partners who denied having any knowledge of it with which assertion being dissatisfied I insisted on their accompanying me to the village temple, when Gidda and the rest of them taking up a flower from before the god they handed it to me, after which I said no more about the matter. Some time after, an astrologer came to our village to whom I related my misfortune, requesting he would consult the stars and assist me in detecting the thief to which having consented, and my partners being alarmed, Gidda, two days after, brought the earthen pot with its contents which he laid before me in presence of several people; on examining the contents of the pot, I found all right except about 20 pagodas worth of joys; on taxing Gidda with which, he said that he had sold them to answer his necessities but that he would repay me, which he has accordingly done; on looking in the kambu field for the pot, I at the same time went to the rock where finding the iron box as I had left it and concluding from its weight that all was right I took and hid it in another place; some days after, having taken the box to my house to examine the contents which on hiding it were as follows :—(1) One pair of ear-rings weight 16 pagodas, (2) two gold bars weight 100 pagodas, (3) three and half silver arm bracelets weight Rs. 3, (4) one pair of ear-rings weight 2 pagodas [and] (5) two pair of silver rings for the wrists weight Rs. 40. I found all right but the 2 gold bars weight 100 pagodas which were gone. Lamenting my misfortune, I stayed quiet at home, my suspicions being strong against my relation Gidda, but was afraid to accuse him without some proof. Chikachinna another partner and also a relation came to me one day and seeing me melancholy asked me the cause which having explained to him, he enquired about the form and the particular marks of the iron box which having also told him he “replied that Gidda having resolved on marrying, he and I left the village with the intention of looking out for a wife for him and having travelled together for about a mile he suddenly desired me to stop and having retired to one side, he brought back in his hand an iron box containing gold and silver joys out of which he took and put in his ears one pair of ear-rings, given me another pair and desiring me to wear them to which having consented we proceeded together to Kottakottah, and on our way back, being within a mile of our village he again stopped me and desired me to give back the ear-rings saying that he would replace them in the box and desiring me to go on before, adding that the joys belonged to Nanja and that he must not be seen wearing them.” Having heard these particulars from Chikachinna, I requested of him to repeat them word for word before several people which he did in presence of goldsmith Chinna, gollar Wobe Naick and oddawar Chinnappa. Some time after; Gidda having dissolved our partnership went and resided with Nalla Bayappa Naick of Korakapatti taluk, Muttur; the said Naick and Gidda's father having come one day to my village I represented to the latter that his son had restored to me a part of my joys which he had stolen and that from the evidence of his own son-in-law given before several people I was confident that he must also have made away with the two gold bars value 100 pagodas, adding that I would hold him the father responsible for them; he replied that his son must answer for his own conduct and that he would have nothing to say to it; I insisting on it, a scuffle ensued betwixt us, on which some of the neighbours interfering, they quitted us for the present. Nallapa Naick did not return and the dispute has thus lain over unsettled.



Defendant:—In Sadharana samvatsar 1790-1 on the commencement of the disturbances I was joint partner with Nanja in the business of cultivation. I know nothing of any property concealed by him, but observing some fresh earth dug in one of the fields I concluded that there must have been something hid in the place I dug and found it. Nanja having accused us for having carried away his property we at his desire took an oath denying it and on his consulting the astrologer, I brought and gave him what I had discovered excepting joys to the value of 20 pagodas which I paid him in ready money; all that Nanja has represented is true; on occasions of festivals I was in the practice of borrowing some of the joys that were concealed in the iron box, but I always returned them; it is also true that I went with Chikachinna to Muttūr to look out for a wife and that Chinna and myself wore his joys on that occasion; it is certain that he asked me whose property they were and that I answered they belonged to Nanja but I never appropriated any part of the hidden effects to my own use.

The Court:—Having as usual taken from each the obligatory muchalkās proceed to decide on the cause. It appears that Gidda and his father Nalla Baya were well acquainted that Nanja possessed certain joys, but they were ignorant of the particular spot where he had concealed them, and Gidda seems to have been assiduous in endeavouring to find out where he had buried them. Notwithstanding that Gidda had been successful in his researches, having found the earthen pot, yet he took an oath that he had not and afterwards dreading the skill of the astrologer he restored them; it is evident from this that his intention was to have stolen Nanja's property; his having made a practice of borrowing the joys in the iron box, which he pretends to say he always returned, entails upon him a strong presumption that he also made away with the two gold bars and the Court being unanimously convinced of his guilt, he is put in confinement and his father summoned to make good the stolen property. Nanja being questioned as to the real value of the two bars and having replied that he could not positively say but that his father had told him they were worth 100 pagodas, it being now impossible to ascertain the truth, and Gidda's means of reimbursement uncertain, the Court after due deliberation adjudge that the bars shall be valued at 50 pagodas to be paid Nanja as follows:—

|   |        |              |
|---|--------|--------------|
| On Phalgun bahul amavasya (30th) of Pingala samvatsar | ...    | 30           |
| Do. do. of Kalayukti                                  | ... .. | 20           |
|   |        | Total ... 50 |

for which Gidda in presence of the Court was made to enter into a written agreement.

Kachcheri, 2nd February 1798.

CASE No. (22). Nagappah *versus* Rachappah.

Plaintiff:—Rachappah rented four fields in the villages of Devasamudram and Agraharam with the intention of sowing them with indigo and ploughed them two or three times. I, wishing to become a partner with him in the concern, proposed it to him and a written agreement passed between us that the profits accruing should be divided into eight shares of which I was to have five and he three. Indigo being required I applied to Rachappah who told me that he had given in pawn to Vemal Tippaiya  $1\frac{1}{2}$  khandis of seed for  $6\frac{1}{2}$  pagodās which he desired me to pay and redeem the seed which I did; one khandi was sown the price of which was  $5\frac{1}{4}$  pags. Rachappah gave me his bond for 4 pagodas, 2 pagodas as his share of the price of the seed and 2 pagodas which he borrowed of me, engaging to pay me the said 4 pagodas when his crop was cut; after this having occasion for 5 pagodas more, he borrowed that sum of me passing his bond for the same payable

in one month, failing which he agreed to give up his 3 shares in the indigo concern. He has not yet performed these his engagements, consequently I have withheld from him the above shares; besides this I have a claim upon him for interest due on his bonds.

Defendant:—Having obtained some takavi from the Sarkar I proposed by means thereof to rent four fields and to sow in them indigo; security being required for the advance of takavi I brought Molly Goud of Sadzalihalli, taluk Rayakōtah, to the kachcheri. On this Nagappah came to me proposing to join me in the concern, and it was agreed that we should share the profits in the following proportions—out of eight shares five to revert to him and the remaining three to me. Being in possession of 8 vats for boiling the indigo each of which cost me 1 rupee, I let him have them on condition that he should return them or in case of accidents pay me their value; having pawned  $1\frac{1}{4}$  khandis of seed with Vemal Tippaiya for  $6\frac{1}{2}$  pagodas and Nagappah having redeemed of that quantity one khandi price  $5\frac{1}{2}$  pagodas I gave him my bond for 2 pagodas as my share of the expense and for 2 pagodas more which he lent me, in all 4 pagodas, payable on getting in the crop. Nagappah had assured me that he would afford me every pecuniary assistance in his power but he afterwards entirely neglected me; depending on his promises, I consented not only to admit him as a partner in the indigo concern but even allowed him a larger share than I had myself. Being distressed for money I applied to him without success; at length he made me an advance on condition that if I did not repay him in the space of one month I would enter into a written engagement to waive all right to my three shares in the concern to which my necessities forced me to agree. I am now unable to pay the debt and request that 15 days may be allowed me to discharge it.

The Court:—Nagappah and Rachappah having agreed together on the proportions of profit on an indigo concern each was to receive remained for some time on good terms. Rachappah impelled by his necessities wanted to borrow 5 pagodas of Nagappah to which the latter would not consent unless the other made over to him in writing his shares of the profits. Rachappah did not pay the money at the period agreed upon and therefore it would appear that strictly speaking he forfeited all claim whatever to any share of the profit but it was originally his expectation that he would make something by it and Nagappah ought not to have annexed such hard conditions to a failure of engagements, more especially as he had promised to assist him in his distress; the Court in consequence award that Rachappah shall pay Nagappah the amount of the bonds with the interest due thereon, from the date of the said bonds to the present period, within a given time failing of which he shall be considered as having forfeited all claim whatever to any part of the profits on the indigo concern.

Rachappah owes Nagappah on bond 4 pagodas payable on Jaisht masa bahul amavasya (30th Jaisht), 5 pagodas payable on Margasir masa shud dwadasi (12th Margasir) besides a fraction of 2 fanams 14 annas, total 9 pagodas 2 fanams 14 annas, of which 4 pagodas are to be paid on getting in the crop, balance 5 pagodas 2 fanams 14 as., interest to Magh shud pournami (15th Magh) being 2 months and 3 days out of which striking 1 month remains 1 month and 3 days @ 4 as. per pagoda monthly is 1 fanam and 4 as., total principal and interest 5 pagodas 4 fanams 2 as. Moiety of the expense of ploughing, etc., incurred by Rachappah and for which Nagappah must give him credit, viz:—

|   | PS.   | FS.   | AS.             |
|---|-------|-------|-----------------|
| To weeding and cleaning the jungle ... .. | 0     | 1     | 8               |
| To hire for ploughing ... ..              | 0     | 4     | 2               |
| To 2 croes of indigo seed ... ..          | 0     | 6     | $\frac{1}{2}$   |
|   | <hr/> | <hr/> | <hr/>           |
|   | 1     | 1     | $10\frac{1}{2}$ |

$11\frac{1}{2}$  fanams for star pagoda are 1 star pagoda  $2\frac{1}{2}$  as. which leaves a balance against Rachappah 4 ps. 3 fs.  $15\frac{1}{2}$  as. which he must pay on or before the 17th February fasli 1207; otherwise he forfeits his share of the said concern and shall besides pay a fine to the Sarkar.

Kachcheri, 8th February 1798.

CASE No. (23). Anka *versus* Venkata Rao.

Plaintiff:—I am a ryot belonging to the village of Yellimichaigiri, Krishnagiri taluk. In Rakshasa samvatsar 1795-6 at the time of the survey, I took a farm from the Sarkar at the rent of  $17\frac{1}{2}$  chs. I took for my partner Venkata Rao; each of us having 2 ploughs, we agreed that I should have the share of the crop produced from three of the four ploughs on condition that I furnished a driver for the one belonging to Venkata Rao; it was also settled between us that, as I was a ryot and had not always the command of money, he should pay my proportion of the rent according to the kistbandi, promising on my part that at the end of the year I would settle with him for the money he had advanced on my account, and allow him besides, as interest, an equivalent in grain in the proportion to what is usually produced by the labour of half a plough. In this manner he advanced the kist money for Rakshasa and Nala, two years. On Vaisakh bahul panchami (20th Vaisakh) of Pingala samvatsar our account being adjusted in the presence of Venkata Rao's father and a balance appearing against me of 5 chs. 1 fanam and 7 khandis of grain, I passed my bond for the same; after this on asking him to pay the rents of Pingala for me as heretofore, he replied that he had not the means. I am therefore come to prefer my complaint against him.

Defendant:—From Rakshasa to the month Vaisakh in Pingala samvatsar 1797-98, agreeably to the verbal agreement which passed between the plaintiff and me, I paid up his rents; he has not yet paid me the money and grain according to his bond; therefore it is that I now decline advancing any more cash on his account; if he pays me what he owes I shall continue to assist him as before.

The Court:—Find that the ryot Anka is indebted to Venkata Rao as follows:—Grain khandis 7 as per bond, grain taken out of Venkata Rao's store by Anka 6 khandis, given him for seed 2 khandis 9 croes, turmeric seed 14 croes, balance on Muniakka  $1\frac{1}{2}$  khandis, on Guruva 16 croes, Yerindi 13 croes, total 19 khandis 2 croes, from which deduct the 13 croes now in possession of Anka, there will remain due 18 khandis 9 croes.

Ready money as per bond 5 chs. 1 fanam besides the amount of an order given to Venkata Rao on Anka by another ryot to whom he was indebted 3 chs. 4 fanams, total 8 chackrams 5 fanams; of the grain now in reserve, being the Pingala crop, deducting the melvaram (Sarkar's share), there remain stocked 7 khandis  $11\frac{1}{2}$  croes of which the share of 1 plough or 1 khandi  $17\frac{1}{4}$  croes accrues to Venkata Rao as his portion. On consideration of these particulars the Court are of opinion that Venkata Rao had sufficient cause to decline plaintiff's proposal of continuing his assistance; they therefore adjudge that Anka shall pay the whole rent of Pingala, the whole of the produce of that year being measured by the Kanganai in the presence of Venkata Rao reserving what may be necessary to pay the rent, the remainder shall be made over to Venkata Rao and the surplus, if any, to revert to Anka; the proportion of half a plough of grain for the said year is not to be given to Venkata Rao; on Jaisht bahul amavasya (30th Jaisht) Anka is to settle accounts with Venkata Rao, who having given him seed, the former deducting Venkata Rao's share of it for one plough, will pay double the remainder as *tullavassi* or interest failing of which Anka shall pay a fine to the Sarkar, who will collect the amount from him by distress and give it to Venkata Rao.

Kachcheri, 11th February 1798.

CASE No. (24). Appana *versus* Venkatappah.

Plaintiff:—Venkatappah formerly an inhabitant of Bemandahalli, now resides in Daulatabad. In Rakshasa samvatsar 1795-96, Jaisht shud chaturthasi (14th Jaisht) he came to me in company with Tallam Venkatadri who, he said, wanted to borrow of me 10 star pagodas; I replied that Venkatadri was a stranger to me and that I had no money to give him; he added that it was an urgent occasion,

that I must lend the money, and if I had any doubts of repayment that he would become security. I was at last persuaded and having given the 10 pagodas to Venkatadri I took his bond for the amount and Venkatappah's written security; the interest was settled @ 8 annas cantary per month for each pagoda. Since that time 3 years has elapsed, the said Venkatadri has deserted and when I demand the money from Venkatappah, he puts me off with excuses saying that he is poor and cannot pay me. I know that he has the means and as I have his bond as security for the absentee, he is the person who must satisfy me; I am therefore come before you to obtain redress.

Defendant:—All that the plaintiff has advanced is true. Venkatadri received the money borrowed from him and being importuned by his creditors he has left the country; it is also true that I became his security and will make good the debt provided I am excused the interest.

The Court:—Finding that Venkatappah went of his own accord to the plaintiff and by dint of persuasion borrowed of him 10 pagodas which he gave to Venkatadri and for which he passed his bond, award that the debt shall be discharged by him as follows:—

Principal on bond 10 pagodas—interest as per same bond 8 annas per pagoda; but the money borrowed was not on his own account and the person who received it deserted to avoid his creditors. Taking this into their consideration, the Court reduce the interest to one half or 4 annas which from Jaisht 14th of Rakshasa 1795-96 to the 20th Magh masam of Pingala 1797-98 being 31 months and 6 days is 7 chackrams 8 fanams; deduct 2 months as usual; there will remain 29 months 6 days or 7 chackrams 3 fanams of which the plaintiff has received at two different times 5 chackrams as per his receipts, balance 2 chackrams 3 fanams which makes the amount principal and interest 10 star pagodas 2 chackrams 3 fanams cantary to be paid as follows:—

|  |     |     |                    |
|--|-----|-----|--------------------|
| On 15th Phalgun of Pingala samvatsar   | ... | ... | 5 ps.              |
| On 15th Chaitra of Kalayukti samvatsar | ... | ... | 5 ps. 2 chs. 3 fs. |

Kachcheri, 11th February 1798.

CASE No. (25). Venkataram Chetty *versus* Annaiya.

Plaintiff:—I am an inhabitant of Cauveripatam. In Vilambi and Hevilambi samvatsar 1777-8, 1778-9, I was concerned in trade with the defendant Annaiya and on adjusting our accounts there was a balance in my favour of 7 chs. and 3¼ nagari fanams which he refuses to pay me. I am therefore come to seek redress.

Defendant:—Venkataram Chetty the son of Subba Chetty when I was Serishtadar of Cauveripatam got certain articles from me in trust, I know nothing of the account he has now produced against me; they must be false, they are not in my handwriting.

The Court:—On closely examining the account produced by the plaintiff observe some erasures in the column of receipts which induces a suspicion of its correctness.

Question to defendant:—You have asserted that this account is not in your handwriting. Will you draw your slate pencil over it? (equal to taking an oath).

Answer:—I am the father of a family; besides the transaction is of an old date; I shall abide your decision in this case.

The plaintiff having also agreed to this, the Court adjudge as follows:—The case appears too trifling to exact from either party, both having families, an oath in support of their assertions; it appears therefore best to divide the sum litigated and to make Annaiya pay the plaintiff half the amount said to be due being 3 chs. 6 fs. 10 as. equal at 1—6—5 per star pagoda to 2 st. ps. 2 fs. 8 as. cantary. The plaintiff being indebted to the Sarkar, the Court adjudge that Annaiya shall pay it the above sum by the 30th Phalgun of Pingala samvatsar (1797-8) and take from him a written engagement to that effect.

Kachcheri, 15th February 1798.

CASE No. (26). Appand *versus* Kesavachari.

Plaintiff:—The following is the cause of the dispute between Kesavachari and me from the commencement of Parabhava (1786-7) to the end of Paridhavi samvatsar (1792-3): I have cultivated the kuttamaniyam (inam land) under Devasamudaram tank which was mortgaged by the incumbent Krishnagiri Govinda Rao. During this period, I expended for the repairs of the tank both grain and money; I received from the defendant on account of the ryots as follows. Grain  $3\frac{1}{2}$  khandis, 5 rupees for seed, total  $3\frac{1}{2}$  khandis and 5 rupees, of which I repaid him 3 khandis 4 croes, and 6 croes for his family, 2 rupees for seed, to tank diggers for repairing the tank 3 rupees, total  $3\frac{1}{2}$  khandis and 5 rupees, leaving no balance against me; besides this by desire of the defendant I expended for tank repairs. as follows:—To tank-diggers 7 chs. for filling up a gap; 9 fs. cantary for his family; a tafeta (silk cloth) which cost 2 chs. 6 fs. Another time to tank-diggers 1 chackram 5 fs. of which I got back 3 star pagodas or at 12 fs. per pagoda is equal to 3 chs. 6 fs., balance against defendant 7 chs. 9 fs. which I request your assistance in recovering.

Defendant:—It is true that I obtained the kuttamaniyam under the Deva-samudram tank in mortgage from Govinda Rao and that I employed the plaintiff to cultivate it; deducting the grain which he has given me from year to year, there is still a balance against him of 4 khandis 8 croes. I acknowledge being indebted to him 6 chs. 9 fs. but he did not give the tank-diggers the 1 chackram as he asserts.

The Court:—Having questioned the plaintiff respecting the 4 khandis 8 croes of grain which the defendant asserts he owes him, he replies that if he will declare upon oath that his assertion is true he will repay him but that if he will not swear to it, he the plaintiff is ready to take his oath that is not so, and defendant having agreed to swear, they think this unnecessary; the dispute being about 4 khandis 8 croes of grain which at  $11\frac{1}{2}$  fanams per khandi is 4 chs. 8 fs. and 1 chackram said to have been advanced to tank-diggers, total 5 chs. and 8 fs., they decide that the plaintiff shall be excused half of this sum or 2 chs. 8 fs. and that he shall pay the defendant 3 chs. to be deducted from the sum of 6 chs. 9 fs. acknowledged by him to be due, leaving a balance against defendant of 3 chs. 9 fs. which he shall pay by the end of Phalgun.

Kachcheri, 15th February 1798.

CASE No. (27). Kullianpet Kempaiya *versus* Daulatābād Kempaiya.

Plaintiff:—Kempaiya and I were partners in trade and we divided betwixt us the profits. I was indebted to him 1 ch. 1 fanam 8 as. but he ought to give me credit for 4 fs. paid for the hire of a bandy during the time we traded together, leaving a balance against me of 7 fanams 8 as. besides which I let him have some indigo seed the value of which must be equal to this balance and I conceive that I owe him nothing.

Defendant:—I entered into a ragi concern with the plaintiff to whom I gave 18 Pondicherry rupees, 1 star pagoda 2 cantary fs. and having hired 3 bandies, which cost me 12 fs., I brought the grain to Daulatabad; besides which I paid him as follows—for 1 sārī 2 rupees, for 1 dhotī 2 fs. 8 as., ready money 2 fs., total 1 chackram 1 fanam 8 as. which he is indebted to me.

The Court:—Having asked the plaintiff if he could produce a witness to certify that he paid 4 fs. on account of bandy hire, he replies that there was no witness but having sworn to it before Basvaiswar Swamy the sum is awarded in his favour. With respect to the indigo seed said to have been sent by him to the defendant, it appears from the account that the hire he paid on that account was 3 fs. 10 as.; from an investigation of their trade concern a balance appears in favour of plaintiff of 6 as., total 8 cantary fanams deducted from the above 1 chackram 1

fanam 8 as. makes the amount due by Kuliarinappa to Kempaiya, 3 fs. 8 as. equal to 1 Pondicherry rupee, which the defendant being indebted to the Sarkar shall be paid in liquidation of the debt, taking a receipt for the same.

Kachcheri, 28th February 1798.

CASE No. (28). Karnam Ramachandraiya *versus* Ahilullah [Azizullah ?] Shah.

Plaintiff:—Ahilullah [Azizullah ?] Shah Fakir is inamdar of the village of Chittobanpalli of which we are Karnam and panchangi. Although our inams have been enjoyed by us previous to the village having been alienated in favour of the defendant's predecessors, he disputes our right to them on pretence that we have not for some years cultivated our lands which has arisen from our poverty.

Defendant:—My predecessor having repaired to Haidar Ali Khan obtained from him Dumbala inam (free of tax) the village of Chittobanpalli. From that period till now, the only inams which have been enjoyed are one by Ulla Shah and one by the village toti. I am unacquainted with any other. I have had the village for upwards of 20 years, during which these people have not brought forward their claims and what right or pretensions can they now adduce ?

The Court:—On having required of the Fakir a sight of his sanads [he] produces a copy of Haidar Ali Khan's parwana the contents of which are as follows:—

'To all Deshmukhs, Deshpondes, Canongoes, Mokaddims, cultivators, and Amils, present and future of the Haveli pargana, Sarkar Jagadeo, sūbah Carnatic of Hyderabad of memorable foundation, know ye that whereas the village of Chittobanpalli, taluk Jagadeo, was enjoyed in inam by the deceased Toalullah [Ataulla ?] Shah on condition of his establishing a Fakirs' Takia or place of worship and accommodation for fakirs and other poor travellers, you are now ordered to permit the dependants [descendants ?] of the said Shah to enjoy the said village in the same way and on similar conditions, consider this as positive—Dated 23rd of the month Zikāda 1181 Hijri.'

It appears that this sanad does not specify that the inamdar has an exclusive right to all the lands belonging to the village and this circumstance seems in favour of the claims set up by the plaintiffs.

It appears that the establishing of the usual inams to the Baura Babotty (official people) in this village is no new thing; had any āmil or other head servant of the Sarkar deprived these persons of their inam lands, it is very probable that they would have given them other lands in lieu of them; this, however, has not been done and it affords additional strength to the pleas set up by the plaintiffs.

It is possible that the whole of the inams might have been escheated and made over to the defendant but it is not likely, a partial privation would have taken place.

As previous to the alienation of this village an establishment of Baura Babotty, similar to that in other villages must have been made, it is not likely that any subsequent arrangement was meant to affect their rights.

The names of the plaintiffs are included in the mamul inām zābitā at the time of the survey; they appear in consequence in the survey registers as occupants of certain inam lands in that village.

The Court, therefore, are of opinion that the claims preferred by the plaintiffs are substantiated.

The inhabitants of the adjoining villages, the Zemindārs, Sampurtis and others declare that these inams exist and that the incumbents pay shirini or quit-rent to the Sarkar. The Court having according to the best of their judgment decided in this manner on the cause brought before them, ask the plaintiffs how it has happened that if they were sensible of their right to the lands in question they did not cultivate them; they reply that the village is waste, that the Fakir is of a violent disposition which deters the ryots from coming near him and 'we cannot on this account get hands; we have, however, occasionally cultivated our lands and carried off the produce.'

The Court finding it difficult to satisfy the parties in this case associate with themselves certain moormen and gentoos to assist them with their advice and opinions and again deliberate on the depositions of both.

The defendant has stated that there are no other inams in the village but the two he has specified and said that if it could be proved that the plaintiffs at any one period between the alienation of the village in favour of his predecessor and the present date 18th Phalgun were permitted to carry off the produce of those supposed inams, he would give up all claims to his right. The karnam and toti represent that their inams have been enjoyed by them and other municipal servants for a long time but that they have been neglected and are overgrown with jungle for the reasons already stated; 'some among us have cultivated their inams the produce of which, deducting the cultivator's share, they appropriated to their own use; both the inamdars and ryots who ploughed the lands are present to substantiate our assertions; if they do not, we agree to forfeit all right to our inams.'

The Court summons before it (1) Mookullain Shah, son of Karimulla Shah who has an inam in the Fakir's village, (2) Peer Sahib a respectable moorman and (3) Ranga a ryot, to whom an oath having been administered in the usual manner, they declare as follows:—

Peer Sahib:—My father Shaik Hussain, Commandant, whilst Kurban Ali was Amil of the Baramahal, rented several villages of which Chittobanpalli was one, which he farmed in Visvavasu samvatsar (1795-96) for 20 chs.; he made me write down the particulars of the produce of that year, when on remarking that it was more scanty than usual, he accounted for it by saying that Josi the toti, and Karimulla Shah, inamdars, had received their shares; this circumstance I have a perfect recollection of, but I know nothing of the inam lands.

Mookullain Shah:—During the amildari of Haridasaiya, Yerra Timma, a ryot, rented the village Chittobanpalli for 7 chs. and cultivated the whole of the land both Sarkar and inam. At the time of harvest the following inamdars, Subba Bhat of Avatwadi, the karnam Ramachandraiya and myself carried off our respective shares of the produce of our lands, having previously obtained permission from the Amil. At the close of the year the defendant having produced his sanad received 7 chs., the rent of the village, which was made over to him. Since then, the lands in question have lain waste.

Ranga:—In Haridasaiya's time, I lived in the village of Chappamutli, Jagadeo taluk; at that time my brother Nallayerra went to Chittobanpalli and cultivated the inam land of Subba Bhat; when the crop was cut, we carried off as our share by agreement 3 parts, the fourth was reserved by the inamdar, the produce was the grain called Punniberg. I am acquainted with the following inams in this village, namely, the Goud's, the karnam's, Subba Bhat's and toti's. I know of no other.

The Court on this clear evidence find the claims of the plaintiffs substantiated and now specify the inams as they stand in the survey registers, viz.,

|                        |     |     |     | Dry grain            | Wet grain.         |
|------------------------|-----|-----|-----|----------------------|--------------------|
| Gopal Josi's bhatwarti | ... | ... | ... | 18 $\frac{12}{16}$   | 50 $\frac{4}{16}$  |
| Fakir Karimullah Shah  | ... | ... | ... | 400                  | 200                |
| Panchangies Subba Bhat | ... | ... | ... | 183                  | 10                 |
| Karnam Ramachandraiya  | ... | ... | ... | 1472                 | 50                 |
| Lochar Yerrachari      | ... | ... | ... | 300                  | 10                 |
| Toti Kona              | ... | ... | ... | 384                  | 20                 |
| Total Kutkorigi        | ... | ... | ... | ...                  | 50                 |
| Total guntas           | ... | ... | ... | 2928 $\frac{12}{16}$ | 390 $\frac{4}{16}$ |

The incumbents are not in future to be molested in the enjoyment of these their inams.

Kachcheri, 28th February 1798.

CASE No. (29). Venkataramanachari *versus* Appajiachari.

Plaintiff:—I have a right to a share in the bhatwarti inam enjoyed by my relation Appajiachari which he disputes. I am therefore come to obtain justice.

Defendant:—I am the eldest of four brothers, Seshachari, Goorachari, Krishnachari; our parents having died during our infancy, I as the eldest was obliged to support and procure wives for the rest; having to enable me to do this, engaged myself in the service of Swamy's matam (a place to which pilgrims resort and make various offerings); having borrowed money of the Pīrzada (head Pir of the matam) he began to dun me for the amount upon which my brothers absconded, and I was in consequence obliged to satisfy him by promising to be responsible for the money. Having incurred much debt by thus providing for my brothers I have, as the means of subsisting, appropriated to myself the produce of 10 croes of bhatwarti land enjoyed by my family; if I am deprived of it, how shall I exist unless the debts I have contracted are divided among the other brothers.

The Court:—It appears just both that the inam land and debts contracted by their parents should be equally divided among the four brothers, while they live together; but the wife of Appajiachari having died, he is obliged to separate himself from the rest; Govindachari, son of Seshachari, and Krishnachari made over of their own free will their inheritance to Appajiachari for his support on condition that he would take their debt upon himself, but he had not the power to alienate the land to any person; it is therefore adjudged that the plaintiff who is the son of Goorachari is entitled to a share of the said land, provided he enters into a written engagement to discharge a proportion of the debt contracted by the family; after this adjustment the parties are to set up no plea on this head.

Kachcheri, 16th March 1798.

CASE No. (30). Shiddappah *versus* Rangappah.

Plaintiff:—My father Muthumulla and Sarvaiya, the father of Rangappah lived in the same village in Balaghat. The latter having occasion for money borrowed from my father the sum of 10 chs. the bond for which is in my possession, interest at  $\frac{1}{4}$  fanam per chackram. This was about 30 or 35 years ago. I quitted that village and went to another country which is the reason that I have not yet received the money.

Defendant:—I acknowledge that the money, as stated by the plaintiff, was borrowed but it was afterwards repaid although the bond has remained in his hand.

The Court:—The bond given by Sarvaiya, father to the defendant, is dated Chittrabhanu samvatsar (1792-3), Vaisakh 3rd, but the witnesses are dead, the bond is also in one place a little torn. On further enquiry defendant says he heard that the debt had been cancelled, but to this he can produce no witness nor receipt; it is at best then doubtful. Plaintiff states that he heard his father say that the debt remained due, there is no other document than the bond he has produced. The Court in this uncertainty determine that the cause shall be settled by lot; the amount principal being 10 chs, ten bits of paper with from 1 to 10 chs. written upon them shall be made out, also ten bits of paper without any writing, in all twenty, which having been placed under a handkerchief, the defendant is called and desired to take out one number, which was 9 chs.; this approaching very near the original sum and the defendant being low in his circumstances, the Court after due deliberation resolve that he shall have another chance and that the members shall each of them write on a separate piece of paper what he thinks ought to be paid; this being done accordingly, the result was as follows.

|                   |     |     |     |     |     | Chackrams. |
|-------------------|-----|-----|-----|-----|-----|------------|
| Pevurtimal Chetti | ... | ... | ... | ... | ... | 9 0 0      |
| Venkata Rao       | ... | ... | ... | ... | ... | 2 2 8      |
| Subbaiya          | ... | ... | ... | ... | ... | 4 5 0      |
| Krishnadoss       | ... | ... | ... | ... | ... | 4 5 0      |
| Kunhirām          | ... | ... | ... | ... | ... | 7 0 0      |
|                   |     |     |     |     |     | 27 2 8     |
|                   |     |     |     |     |     | 5 4 8      |



This sum, it is adjudged, the defendant shall pay to the plaintiff in the following instalments.

|  |     |     |     | CHS. | FS. | C. |
|--|-----|-----|-----|------|-----|----|
| 10th Chaitra of Kalayukti (1793-9) ... | ... | ... | ... | 1    | 2   | 8  |
| 30th Vaisakh Do. ...                   | ... | ... | ... | 0    | 7   | 0  |
| 30th Jaisht Do. ...                    | ... | ... | ... | 0    | 7   | 0  |
| 30th Aushadam Do. ...                  | ... | ... | ... | 0    | 7   | 0  |
| 30th Sravanam Do. ...                  | ... | ... | ... | 0    | 7   | 0  |
| 30th Bhadrapad Do. ...                 | ... | ... | ... | 0    | 7   | 0  |
| 30th Asviji Do. ...                    | ... | ... | ... | 0    | 7   | 0  |
| Total ...                              |     |     |     | 5    | 4   | 8  |

The plaintiff being indebted to the Sarkar, the Court take a written engagement as above from the defendant in the name of the Sarkar.

Kachcheri, 22nd March 1798.

CASE No. (31). Nanjappa *versus* Madaiya.

Plaintiff:—Having concealed in a part of my house a purse containing 3 star pagodas and 2 chackrams 6 fanams, my nephew Tirtagiri, son of Kini Mallappa, took it away and gave it to Madaiya, the son of Moodveri Anna. Of the above sum I have recovered one Bahadur pagoda, 2 fanams and 8 cantary annas. Moodveri Anna must be responsible to me for the remainder.

Defendant:—Tirtagiri brought and gave me 1 star pagoda and 4 cantary fanams which I carefully concealed. My parents and the plaintiff Nanjappa making a noise about the money that was stolen, I became frightened, discovered what I had got and restored it to the owner. I know nothing about the 3 star pagodas 2 chackrams and 6 fanams.

Tirtagiri:—I stole from Nanjappa's house 3 star pagodas 5 cantary fanams of which I exchanged 1 fanam for pice which I gave to the boys to play with, the remaining 3 pagodas 4 fanams I gave to Madaiya. I kept no part to myself and the story of the 2 chackrams and 6 fanams is false.

The Court:—Q. to Madaiya.—When Tirtagiri gave you this money was there any person present?

A.—Yes, two boys Veraiya and Appanaiya were present; when Tirtagiri came to us he brought 3 pagodas 8 fs. out of which he gave me 1 pagoda 4 fanams, out of the remaining 2 pagodas 4 fs. he changed 1 fanam into pice which he presented to the boys to play with; what he did with the rest I do not know.

Viraiya and Appuga:—It is true that Tirtagiri brought 3 pagodas 8 fs. and he gave 1 pagoda 4 fs. to Madaiya; we were sitting in the school when he came and calling out Madaiya by a signal he presented him with the money; observing that they were whispering to each other and suspecting what was going forward we went and stood behind them. Madaiya's fist was closed and on asking him to open it he refused, upon which we forced it open and found 1 pagoda 4 fs. Tirtagiri offered us some pice to play with which we returned to him. It is certain that each of them had money in their hands but we do not know what they did with it. Three days after, Tirtagiri came to us saying that he had buried the remaining 2 pagodas 4 fs. in the house and that somebody had carried it away. On accompanying him, we found the post empty.

It appears from this evidence that 1 pagoda 4 fs. and no more was received by Madaiya; previous to Nanjappa's going to enquire from the parents of Madaiya tidings of his loss they were carrying the 1 pagoda 4 fs. to deliver to him. It appears also that Tirtagiri who is the plaintiff's nephew has lost the remaining 2 pagodas 4 fs. half of which or 1 pagoda 2 fs. the Court adjudge Kini Mallappa, the father of Madaiya [Tirtagiri?], shall pay to the plaintiff Nanjappa. They further decree at the recommendation of the Collector that the

boy who stole the money and he who received a part of it shall be well flogged with tamarind twigs by their respective parents.

(Signed)

Members of the New Panchangy.

Subbaiya.  
Jayaram Pandit.  
Dhansandoss.  
Rangappa.  
Chandrasekhara  
Sastri.

Kachcheri, 22nd March 1798

CASE No. (32). Hirroji *versus* Nanjiah.

Plaintiff.—In Pingala (1797-8) samvatsar Margasir (November 1797) the rain having leaked through the roof of my house apprehending that they would in consequence be damaged, I took two bundles of cloths and gave them in charge to Nanjiah; on requiring them back from him he now informs me that one of the bundles is missing. I request that he may be made to account to me for the loss of my property entrusted to his care.

Defendant:—In Pingala samvatsar Margasir masam the plaintiff brought to me two bundles of cloths, requesting that I would take charge of them, as he did not think them safe in his own house. I repeatedly objected to his proposal, stating that a number of people passed to and from my habitation and that I was apprehensive of some accident happening; however, he would not listen to me and leaving the two bundles he went away. A person of the Jangam cast, an inhabitant of Balaghat, wants [was wont?] to visit me on every market day when he put up in my house and I suspect that he is the person who may have carried off the plaintiff's property. A short time after he left me, I missed one of the bundles and my suspicion of him is very strong; I delivered the remaining bundle to Nanjiah, and further than the suspicion already mentioned I have no knowledge of what has become of the other.

The Court.—Find that the property has been carried off by some persons unknown; on requiring a particular account of the cloths stolen and remaining they are furnished with the following list.

| Of cloths forthcoming.   |     |     |             | CHS. | RS. | AS. |
|--------------------------|-----|-----|-------------|------|-----|-----|
| 1 Black sari             | ... | ... | ...         | ...  | 1   | 8 0 |
| 1 Do. do.                | ... | ... | ...         | ...  | 1   | 6 0 |
| 1 Yellow ditto           | ... | ... | ...         | ...  | 0   | 9 8 |
|                          |     |     | Total       | ...  | 4   | 3 8 |
| Of cloths stolen.        |     |     |             | CHS. | RS. | AS. |
| 2 Cholis                 | ... | ... | ...         | ...  | 0   | 4 0 |
| 1 Kastur sari            | ... | ... | ...         | ...  | 1   | 4 0 |
| 7 Cubits of coarse cloth | ... | ... | ...         | ...  | 0   | 2 0 |
| 2 Silk and cotton saris  | ... | ... | ...         | ...  | 2   | 0 0 |
|                          |     |     | Total       | ...  | 4   | 0 0 |
|                          |     |     | Grand total | ...  | 8   | 3 8 |

The Court, on enquiry into the character of the defendant, find that it is irreproachable and free from any stain since he has been an inhabitant of Daulatabad; it is therefore fair to conclude that he had no concern whatever in the theft, but as he at last did actually take charge of the property, they adjudge that he shall pay to the plaintiff half the amount of what was carried off or 2 chs. as follows.

|                     |     |     |       |     |   |          |
|---------------------|-----|-----|-------|-----|---|----------|
| On the 10th Chaitra | ... | ... | ...   | ... | 1 | chackram |
| On the 20th do.     | ... | ... | ...   | ... | 1 | do.      |
|                     |     |     | Total | ... | 2 | do.      |

Kachcheri, 25th March 1798.

CASE No. (33). Venkata Rao *versus* Parvat Chetty.

Plaintiff:—I had been concerned in trade with the defendant for two years at the expiration of which period in consequence of some complaints preferred against him the Sarkar put him in confinement, and our traffic was interrupted and I at his desire remained with him as one of his servants; being afterwards released, and a monthly pay instituted for his subsistence in lieu of rusums, I still continued in his service till he determined on admitting another person into partnership with him on which having asked him to settle our account and give me a written acquittance, he desired me to lay all the papers before Venkata Rao, late surveyor, who was appointed by him to investigate them. Having done as he desired, on again asking him for the usual acquittance certificate he puts me off from day to day with demands for fresh accounts; I am therefore constrained to solicit the aid and interference of the Sarkar; he has also to settle with me for one year's pay as his servant.

Defendant:—The production of certain accounts during the period that the plaintiff and I have been partners in trade being required, he is tardy in producing them, which is the reason that the affairs of the concern have not yet been adjusted.

The Court:—Proceed to investigate their accounts and first those of the defendant.

From the 17th Ashaud of Ananda (1793-94) to the 22nd Sravanam of Nala (1795-96) various sums of money as Bandawal, or stock to trade with, were advanced to the defendant by the plaintiff as follows:—

From the 17th to the 30th Ashaud of Ananda.—

|   | OHS. | RS. | C.  |
|---|------|-----|-----|
| At one time ... ..                                    | 34   | 6   | 10  |
| Do. do. ... ..  | 9    | 9   | 4   |
| Do. do. ... ..  | 1    | 5   | 8   |
| Received as takavi from Sarkar.                       | 240  | 0   | 0   |
|   | 286  | 1   | 6   |
| From the 1st to the 2nd Sravanam inclusive ... ..     | 58   | 7   | 2   |
| „ 30th to 18th do. ... ..                             | 18   | 3   | 11  |
| „ 20th to 26th do. ... ..                             | 1    | 8   | 8   |
| „ 17th Bhadrpad 25th Sravanam inclusive ... ..        | 1    | 0   | 12  |
| „ 26th do. 2nd Asviji ... ..                          | 0    | 6   | 8   |
| „ 16th Asviji to 30th do. ... ..                      | 30   | 9   | 8   |
| Virappa's concern ... ..                              | 0    | 8   | 0   |
| From the 1st Kartik to 18th cotton market ... ..      | 14   | 5   | 8   |
| „ 1st to 30th Margasiram ... ..                       | 8    | 3   | 8   |
| „ 1st to 30th Pushiam cloth, etc. ... ..              | 27   | 3   | 11  |
| „ 1st to 15th Magh—buffaloe ... ..                    | 2    | 6   | 4   |
| „ 16th to 20th Magh ... ..                            | 6    | 6   | 0   |
| „ 1st to 20th Phalgun ... ..                          | 2    | 7   | 8   |
| „ 1st to 30th do. ... ..                              | 4    | 6   | 6   |
| „ 1st to 30th Chittrai of Rakshasa (1794-95) ... ..   | 10   | 0   | 0   |
| „ 1st Vaisakh to 30th do. ... ..                      | 16   | 6   | 8   |
| „ 1st Jaisht to 30th do. ... ..                       | 3    | 4   | 4   |
| „ 1st Ashaud to 15th do. ... ..                       | 0    | 4   | 0   |
| „ 16th do. to 30th do. ... ..                         | 2    | 4   | 15  |
| „ 1st Sravanam to 25th do. ... ..                     | 1    | 5   | 0   |
| „ 26th do. to 30th do. ... ..                         | 13   | 5   | 12  |
| Total ... ..  | 513  | 5   | 1   |
| Kharch Jama or sum lent ... ..                        | 16   | 2   | 9½  |
| Total ... ..  | 529  | 7   | 10½ |
| Receipts from the 17th to 30th Ashaud Ananda 1794-95. | 16   | 1   | 5   |
| „ 1st Sravanam to 2nd do.                             | 7    | 7   | 8   |

|          |   | CHS. | RS. | CA  |
|----------|---|------|-----|-----|
| Receipts | 3rd Sravanam to 18th Ananda 1794-95     | 16   | 1   | 12½ |
| "        | 18th do. to 19th                        | 60   | 0   | 0   |
| "        | 20th do. to 11th Bhadrapad              | 15   | 8   | 11  |
| "        | 12th Bhadrapad to 25th do.              | 17   | 9   | ½   |
| "        | 26th do. to 3rd Asviji                  | 7    | 1   | 14  |
| "        | 4th Asviji to 15th do.                  | 5    | 4   | 5½  |
| "        | 16th do. to 30th do.                    | 14   | 7   | 6½  |
| "        | 1st Kartik to 18th Asviji               | 2    | 6   | 8   |
| "        | 19th do. to 30th do.                    | 23   | 9   | 10  |
| "        | 1st Margasir to 30th Margasir           | 14   | 7   | 8   |
| "        | 1st Pushiam to 30th Pushiam             | 19   | 8   | 13  |
| "        | 1st Magh to 15th Magh                   | 0    | 8   | 13¼ |
| "        | 16th do. to 30th do.                    | 7    | 0   | 3   |
| "        | 1st Phalgun to 25th Phalgun             | 14   | 0   | 1½  |
| "        | 26th do. to 30th do.                    | 4    | 7   | 0   |
| "        | 1st Chaitra to 30th Chaitra of Rakshasa | 20   | 1   | 1   |
| "        | 1st Vaisakh to 30th Vaisakh.            | 13   | 3   | 12  |
| "        | 1st Jaisht to 30th Jaisht               | 13   | 3   | 15  |
| "        | 1st Ashaud to 15th Ashaud               | 184  | 2   | 13  |
| "        | 16th do. to 30th do.                    | 31   | 1   | 1   |
| "        | 1st Sravanam to 10th Sravanam           | 3    | 2   | 0   |
| "        | 11th do. to 30th do.                    | 16   | 2   | 8   |
|          |   | 529  | 7   | 10½ |

Capital lodged in the term as follows:—

|   |     |   |   |
|---|-----|---|---|
| Takavi from the Sarkar ...S.P., RS., C.         | 170 | 0 | 0 |
| do. from 1st to 30th do. ...                    | 44  | 0 | 0 |
| Deduct amount given to Rachappa ...             | 9   | 0 | 0 |
|   | 35  | 0 | 0 |
| From the 15th Ashaud (Rakshasa) to 30th do. ... | 20  | 0 | 0 |
| " 26th Bhadrapad (Ananda) ...                   | 17  | 0 | 0 |
|   | 242 | 0 | 0 |

|   |     |   |   |
|---|-----|---|---|
| Receipts. On the 16th Bhadrapad Rakshasa Chs. | 6   | 0 | 0 |
| Do. do.                                       | 20  | 0 | 0 |
| In Magh masam Rakshasa                        | 30  | 0 | 0 |
| Do. 30th Vaisakh (Nala)                       | 35  | 0 | 0 |
| In Ashaud do.                                 | 140 | 0 | 0 |
| Total   | 231 | 0 | 0 |
| Balance                                       | 1   | 1 | 0 |
|   | 10  | 0 | 0 |

Karz Jama or sum borrowed:—

|  | CHS. | RS. | C. | CHS. | RS. | C. |
|--|------|-----|----|------|-----|----|
| Of Kempa Gouda balance as above ... 1 1 0 and 10 0 0 | 13   | 1   | 0  |      |     |    |
| Vargappa ...   | 0    | 7   | 8½ |      |     |    |
| Virappa ...  | 35   | 0   | 11 |      |     |    |
| Bangalore Nanja ...                                  | 2    | 4   | 8  |      |     |    |
| Kola Chetty ...                                      | 19   | 5   | 13 |      |     |    |
| Muthia Chetty ...                                    | 2    | 1   | 15 |      |     |    |
| Muniappa ...   | 0    | 8   | 0  |      |     |    |
| Dhulichand ...                                       | 0    | 2   | 15 |      |     |    |
| Puzar Chetty ...                                     | 4    | 1   | 10 |      |     |    |
| Thandavaraya Chetty ...                              | 0    | 1   | 11 |      |     |    |
| Annamal Chetty ...                                   | 2    | 0   | 0  |      |     |    |
| Komara Chetty ...                                    | 1    | 8   | 6  |      |     |    |
| Muthia Chetty ...                                    | 97   | 7   | 8  |      |     |    |
|  | 292  | 0   | 3½ |      |     |    |

|  |     |     |     |     | OHS. | RS. | A.    |
|--|-----|-----|-----|-----|------|-----|-------|
| Ananda samvatsar 1794-5  | ... | ... | ... | ... |      |     |       |
| Profits accruing on the concern—the 17th Āshaud of Ananda to 22nd Srāvanam of Nala samvatsar total | ... | ... | ... | ... | 266  | 3   | 1½    |
| From the 1st Āshaud (Ananda) to the 30th Asviji  | ... | ... | ... | ... |      |     |       |
| viz., Profit on the sale of cloths   | ... | ... | 22  | 5   | 11½  |     |       |
| Do. on bees' wax   | ... | ... | 8   | 5   | 11½  |     |       |
| Do. on thread  | ... | ... | 0   | 4   | 6¼   |     |       |
| Lēva dēvi ready money concerns   | ... | ... | 7   | 5   | 3    |     |       |
| Do. shroff stall   | ... | ... | 42  | 0   | 0½   |     |       |
|  |     |     | 81  | 1   | ¾    |     |       |
| From 1st Kārtik to 15th Magh   | ... | ... |     |     |      | 62  | 3 6   |
| Viz., Ready money  | ... | ... | 15  | 6   | 10   |     |       |
| Do. Copper   | ... | ... | 2   | 7   | 9    |     |       |
| Do. Kapās and cotton   | ... | ... | 2   | 4   | 11½  |     |       |
| Do. Cloths   | ... | ... | 18  | 4   | 14¾  |     |       |
| Do. do. from Walajapet   | ... | ... | 16  | 8   | 0    |     |       |
| Do. shroff stall   | ... | ... | 6   | 1   | 8¾   |     |       |
|  |     |     | 62  | 3   | 6    |     |       |
| From 16th Magh to 30th Sravanam Rakshasa   | ... | ... |     |     |      | 63  | 7 ¼   |
| Viz., Bees' wax  | ... | ... | 2   | 1   | 3½   |     |       |
| Cotton thread  | ... | ... | 13  | 4   | 18   |     |       |
| Cloths   | ... | ... | 16  | 4   | 13   |     |       |
| Silk   | ... | ... | 0   | 0   | 13   |     |       |
| shroff stall   | ... | ... | 12  | 7   | 4¼   |     |       |
| Cotton   | ... | ... | 3   | 4   | 7¼   |     |       |
| Ghee dubbers   | ... | ... | 0   | 1   | 10   |     |       |
| Grain  | ... | ... | 3   | 8   | 10   |     |       |
| Salt   | ... | ... | 11  | 3   | 4    |     |       |
|  |     |     | 63  | 7   | ¼    |     |       |
| Rakshasa samvatsar   | ... | ... | 207 | 1   | 7    |     |       |
| From the 1st Bhadrapad to 22nd Sravanam  | ... | ... | 65  | 6   | 9    |     |       |
| Viz., on cotton thread   | ... | ... | 0   | 4   | 12   |     |       |
| Copper   | ... | ... | 0   | 4   | 0    |     |       |
| Seekai (or soap seeds)   | ... | ... | 0   | 1   | 10   |     |       |
| Silver bullion   | ... | ... | 0   | 8   | 15¼  |     |       |
| Indigo seed  | ... | ... | 17  | 3   | 2½   |     |       |
| Salt   | ... | ... | 46  | 4   | 1¼   |     |       |
|  |     |     | 65  | 6   | 9    |     |       |
| Deduct loss on the sale of cloth   | ... | ... | 5   | 8   | 13½  |     |       |
| Do. disputed concern   | ... | ... | 0   | 6   | 1    |     |       |
|  |     |     |     |     |      | 6   | 4 14½ |
|  |     |     |     |     |      | 266 | 3 1½  |
| Grand total profit and Kharch Jama   | ... | ... |     |     |      | 558 | 3 5   |
| Disbursement.  |     |     |     |     |      |     |       |
| Interest   | ... | ... | 47  | 8   | 7½   |     |       |
| Sadarward; stationery  | ... | ... | 41  | 5   | 4    |     |       |
|  |     |     | 89  | 3   | 11½  |     |       |
| Balance  | ... | ... |     |     |      | 468 | 9 9½  |
| Viz., Chetty's <i>paoti</i> or share   | ... | ... | 228 | 4   | 11¾  |     |       |
| .. Venkata Rao's do.   | ... | ... | 79  | 8   | 10   |     |       |
|  |     |     |     |     |      | 308 | 3 5¾  |
|  |     |     |     |     |      | 160 | 6 3¼  |

| Asami Yād-dasht or account particulars on Nanja Chetty and Papa Chetty as per bond in the present Chetty's name                 |  | Chs. fs. c.     | Chs. fs. c.    |
|---|--|-----------------|----------------|
| Do.   | Mudda Linga  | ...             | 64 3 11        |
| Do.   | Begūr Tippayyan  | ...             | 12 4 6         |
| Do.   | Kuppanaiya   | ...             | 8 9 8½         |
| Do.   | Narasimha Sastri   | ...             | 7 4 6½         |
| Do.   | A person present on bond   | ...             | 15 5 7         |
|   |  |                 | <hr/> 46 0 11¼ |
|   |  |                 | 160 6 3¾       |
| Total profit Chs. 266-3-1½, deduct interest and sadarwarded as above Chs. 89-3-11½; there remains net profit Chs. 176-9-6, viz. |  |                 |                |
|   | Chetty's three shares  | 106 1 10        |                |
|   | Chetty's receipts  | 228 4 3¾        |                |
|   | Excess   | 122 3 1¾        |                |
|   | To be received from Venkata Rao  | 9 0 14          |                |
|   |  | <hr/> 131 3 15¾ |                |
|   | Total debts as above   |                 | 292 0 3¼       |
|   | Deduct   |                 | 131 3 15¾      |
|   |  |                 | <hr/> 160 6 3¾ |
|   | Venkata Rao's 2 shares   | 70 7 12         |                |
|   | Receipts   | 79 8 20         |                |
|   | Included in Chetty's Rct. excess   | 9 0 12          |                |
| The above 160-6-3¾ divided as follows:—   |  |                 |                |
|   | To the Chetty  | 96 3 12         |                |
|   | To Venkata Rao   | 64 2 8          |                |
|   | Excess   | 9 0 14          |                |
|   | Interest   | 25 9 10         |                |
|   | House rent   | 3 2 0           |                |
|   |  | <hr/> 102 5 0   |                |
|   | From the interest  | 25 9 10         |                |
|   | Deduct   | 13 0 0          |                |
|   |  | <hr/> 12 9 10   |                |
|   | In consideration of Venkata Rao's trouble during the time he served the Chetty | 20 0 0          |                |
|   |  |                 | <hr/> 32 9 10  |
|   | Venkata Rao's share  |                 | 69 5 6         |
| Particulars of the Chetty's share   |  |                 |                |
|   | On Kuppaiya  | 1 1 0           |                |
|   | Kadir Sahib  | 1 5 4           |                |
|   | Dasappa  | 0 2 14          |                |
|   | Nagappa  | 0 4 0           |                |
|   | Kuntana  | 0 4 13          |                |
|   | Mallappa   | 0 2 8           |                |
|   | Nanjappa   | 1 7 12          |                |
|   | Sitharamaiya   | 0 6 10½         |                |
|   | Venkata Rao  | 1 1 12          |                |
|   | Nanjappa   | 0 1 10          |                |
|   | Rajappa  | 0 0 2½          |                |
|   | Kuppa Naick  | 1 0 8           |                |
|   | Din Muhammad   | 1 3 0           |                |
|   | Venkatappa   | 1 1 10          |                |
|   | Ranganna   | 0 4 5           |                |
|   | Chandarmuli  | 1 8 1½          |                |

|   | Chs. | fs. | c.               | Chs. | fs. | c. |
|---|------|-----|------------------|------|-----|----|
| Nagappa ... ..                            | 0    | 1   | 0                |      |     |    |
| Chinna Goud ... ..                        | 0    | 1   | 4                |      |     |    |
| Lingoji ... ..                            | 0    | 4   | 4                |      |     |    |
| Venkataram Chetty ... ..                  | 0    | 3   | 0                |      |     |    |
| Venkata Chetty ... ..                     | 0    | 2   | 5                |      |     |    |
| Buchchanna ... ..                         | 1    | 8   | 8                |      |     |    |
| Jangamaiya ... ..                         | 1    | 1   | 0                |      |     |    |
| Revenna ... ..                            | 0    | 6   | 0                |      |     |    |
| Tailu Rama... ..                          | 0    | 1   | 12               |      |     |    |
| Venkatachāri ... ..                       | 0    | 2   | 0                |      |     |    |
| Krishnaiya ... ..                         | 0    | 0   | 14               |      |     |    |
| Joint bonds, viz.,                        |      |     |                  |      |     |    |
| Nanja Chetty, etc. ... ..                 | 38   | 6   | 3 $\frac{1}{2}$  |      |     |    |
| Mulchinni Nujappa ... ..                  | 2    | 0   | 5 $\frac{1}{4}$  |      |     |    |
| Venkatappa ... ..                         | 2    | 3   | 6 $\frac{1}{2}$  |      |     |    |
| Tanksāl Venkatappa ... ..                 | 1    | 4   | 6 $\frac{1}{4}$  |      |     |    |
| Begūr Tippaiya ... ..                     | 5    | 3   | 15 $\frac{1}{4}$ |      |     |    |
| Kini Mallappa ... ..                      | 4    | 1   | 11 $\frac{1}{4}$ |      |     |    |
| Shroff Tippaiya ... ..                    | 0    | 6   | 11 $\frac{1}{4}$ |      |     |    |
| Kuppimi ... ..                            | 4    | 4   | 10 $\frac{1}{4}$ |      |     |    |
| Narasimha Sastri ... ..                   | 3    | 4   | 14               |      |     |    |
| Mūdveri Linganna ... ..                   | 7    | 4   | 10               |      |     |    |
| Balance on deserters, viz.,               |      |     |                  |      |     |    |
| Lingappa ... ..                           | 0    | 5   | 12               |      |     |    |
| Chinnappa ... ..                          | 0    | 3   | 12               |      |     |    |
| Rama Rao ... ..                           | 0    | 3   | 5                |      |     |    |
| Chinnappa ... ..                          | 0    | 1   | 0                |      |     |    |
| Naga ... ..                               | 0    | 4   | 12               |      |     |    |
| Venkataramaiya ... ..                     | 0    | 3   | 2                |      |     |    |
| Sanjivi ... ..                            | 0    | 0   | 14               |      |     |    |
| Rama ... ..                               | 2    | 4   | 12               |      |     |    |
| Rama ... ..                               | 4    | 1   | 6                |      |     |    |
| Chinnappa ... ..                          | 0    | 4   | 9 $\frac{1}{4}$  |      |     |    |
| Total ... ..                              | 96   | 3   | 12               |      |     |    |
| Particulars of Venkata Rao's share ... .. |      |     |                  | 64   | 2   | 8  |
| On Timmaiya ... ..                        | 0    | 4   | 12               |      |     |    |
| Nagappa ... ..                            | 0    | 9   | 8                |      |     |    |
| Gouri ... ..                              | 1    | 4   | 0                |      |     |    |
| Adamsawmy ... ..                          | 0    | 6   | 0                |      |     |    |
| Venkata Guruva ... ..                     | 0    | 7   | 12               |      |     |    |
| Mudappah ... ..                           | 0    | 9   | 12               |      |     |    |
| Narayani ... ..                           | 0    | 2   | 1                |      |     |    |
| Subba ... ..                              | 0    | 5   | 0                |      |     |    |
| Mallappa ... ..                           | 0    | 0   | 12               |      |     |    |
| Waddar Guruva ... ..                      | 0    | 0   | $\frac{1}{2}$    |      |     |    |
| Shaik Ibrahim ... ..                      | 0    | 2   | 3 $\frac{1}{4}$  |      |     |    |
| Chellam Chetty ... ..                     | 0    | 1   | 6 $\frac{1}{4}$  |      |     |    |
| Nanja ... ..                              | 2    | 0   | 6                |      |     |    |
| Lakshmana ... ..                          | 1    | 6   | 0                |      |     |    |
| Humpaiya ... ..                           | 0    | 3   | 14               |      |     |    |
| Appaiya ... ..                            | 1    | 1   | 8                |      |     |    |
| Arichetty ... ..                          | 0    | 1   | 10               |      |     |    |
| Venkataram ... ..                         | 0    | 1   | 2                |      |     |    |
| Joint bonds, viz.,                        |      |     |                  |      |     |    |
| Nanja Chetty, &c. ... ..                  | 57   | 2   | 6 $\frac{1}{2}$  |      |     |    |
| Nanjappa ... ..                           | 1    | 3   | 8 $\frac{3}{4}$  |      |     |    |
| Venkatappa ... ..                         | 1    | 5   | 9 $\frac{1}{2}$  |      |     |    |

|                    |     |     |     |     |     | Chs. | fs. | c.               |
|--------------------|-----|-----|-----|-----|-----|------|-----|------------------|
| Tanksāl Venkatappa | ... | ... | ... | ... | ... | 0    | 9   | 8 $\frac{3}{4}$  |
| Begūr Tippaiya     | ... | ... | ... | ... | ... | 3    | 5   | 12 $\frac{3}{4}$ |
| Kini Mallappa      | ... | ... | ... | ... | ... | 2    | 7   | 12 $\frac{3}{4}$ |
| Shroff Tippaiya    | ... | ... | ... | ... | ... | 0    | 4   | 0                |
| Chappani           | ... | ... | ... | ... | ... | 2    | 9   | 12 $\frac{1}{4}$ |
| Narasimha Sastri   | ... | ... | ... | ... | ... | 2    | 3   | 4                |
| Mudveri Lingam     | ... | ... | ... | ... | ... | 4    | 9   | 12               |
| Jagadeo Mariappa   | ... | ... | ... | ... | ... | 2    | 4   | 4                |
| Lokappa            | ... | ... | ... | ... | ... | 2    | 0   | 6                |
| Chinnappa          | ... | ... | ... | ... | ... | 1    | 3   | 14               |
| Chinna Basavappa   | ... | ... | ... | ... | ... | 0    | 3   | 10 $\frac{3}{4}$ |
| Total              |     |     |     |     |     | 64   | 2   | 8                |

Total due by Venkata Rao to the Chetty chs. 69-5-6, deduct due by the Chetty to him chs. 1-0-6 $\frac{1}{2}$ , remains 68-4-15 $\frac{1}{2}$  to be paid by the following instalments:—

|                             |     |     |     |     |     | Chs. | fs. | c.               |
|-----------------------------|-----|-----|-----|-----|-----|------|-----|------------------|
| On 15th Chaitra (Kalayukti) | ..  | ... | ... | ... | ... | 20   | 0   | 0                |
| „ Vaisakh ( do. )           | ... | ... | ... | ... | ... | 25   | 0   | 0                |
| „ Jaisht ( do. )            | ... | ... | ... | ... | ... | 23   | 4   | 15 $\frac{1}{2}$ |
| Total                       |     |     |     |     |     | 68   | 4   | 15 $\frac{1}{2}$ |

Venkata Rao having stated that there are certain sums in the accounts for which the Chetty ought to have given him credit, the Court proceed to investigate them:—

1st. He claims his shares of profit on the recovery of an advance of 40 pagodas made to Paparapatti Kūli Chetty to be collected, he pledges himself to prove in one month that the advance was made. To this the Chetty replies that he shall have his share if he can prove the advance by the time he mentions and Kūli Chetty being summoned declares that he never received the money—the claim is not proved.

2nd. He claims credit for 9 fanams paid to Nanjappa; to this there is no witness, nor is the article included in their accounts. This claim is not proved.

3rd. He claims credit for chs. 26-0-0 on account of Sadarward and the Court finding that his claim is in part just, adjudge that the Chetty shall credit Venkata Rao for chs. 1-0-6 $\frac{1}{2}$ .

4th. He states that the Chetty gave out of the joint concern to a Brahmin a cloth valued 1 0 8 for which he claims credit and the Chetty being questioned on this head declares that he bought the said cloth out of his share of the profit arising on the sale of cotton—not proved.

5th. That the Chetty made a practice of expending paper belonging to the concern in writing notes, etc., for which he claims a credit of 5 fanams. The Court find this a frivolous plea not doubting that Venkata Rao also used paper for similar purposes—plea rejected.

6th. That the Chetty sold a boutique to one Santukram for 10 pagodas out of which deducting 8 pagodas paid to the Sarkar, he claims his share of the remaining 2 pagodas. The Court admit the justness of this claim but the Chetty stating that the 2 pagodas have not yet been collected, they adjudge that when the money is received Venkata Rao shall be credited  $\frac{2}{3}$ th of the amount.

7th. That there are on hand in the Chetty's house 38 manas of indigo seed belonging to the concern of which he claims his share. The Chetty to give him credit for the value of  $\frac{2}{3}$ th of the said seed.

8th. That the Chetty employed Narayani, servant to the concern, in weighing supāri and claims some credit for this. The Court reject this plea as frivolous; when the servant had nothing else to do, he might with propriety be made to set his hand to extra work.



Kachcheri, 4th April 1798.

Case No. (34), Chinnaiya *versus* Pūnapillai.

Plaintiff:—My elder brother Gopal Chetty having gone to Palacode borrowed from the father of Pūnapillai the sum of 41 chs. 2 fs. for which he possessed his bond. Rama the younger brother of Pūnapillai and his partner came to Bangalore with some goods; Rama, asked me to pay the money for which my brother had given his bond and I offered him the sum of 42 chs. which he refused taking unless I also gave him the interest due upon it. I replied that not having the bond I could not exactly tell the amount of the interest, requesting that he would take the 42 chs. but he would not comply; at last I prevailed upon his partner Narayanaswamy to take the money, desiring him to pay the principal to Pūnapillai and return my bond. My affairs having called me to Rāyakōttah, I went from thence to Palacode, when meeting with Pūnapillai, he told me that he had not received the money, on which I mentioned to him that I had despatched the amount to him some time ago, demanding back the bond—he will not return it.

Defendant:—Gopal Chetty of Bangalore came on business to Palacode; he twice borrowed money of my father and each time passed his bond for the amount as follows. Jaisht of Sadharana samvatsar (1790-1) 20 chs. as per his bond of that date. In Āshaudam 21 chs. 2 fs. as per do. do. Total 41-2 fs. payable in one month with interest at the rate of 2 per cent per month; he did not pay according to agreement. Two years after, my brother Rama and Narayanaswamy went to Bangalore where having disposed of their goods as they were returning home, Chinnaiya the Chetty's brother brought and offered in part payment of the debt 120 Rs. which my brother rejected, as he said nothing of the interest. Narayanaswamy, although he knew that my brother refused taking the money, nevertheless brought and offered it to me but I would not have it without the interest and returned it. Having learnt that Gopal Chetty had come to Cauveripatam on some business, I went and asked him, to pay me the money, when he replied that he would in ten days be at Palacode where he would settle with me. Twenty-five days after, I met him at Paparappatti on his way to the Cauvery and on again demanding the money he put me off [with] words, saying that he would soon settle with me. After he went to Bangalore I wrote him several letters to which I got no answer. Understanding that Chinnaiya was arrived at Rāyakōttah, I sent for him and he told me that he never received the money I had sent by the hand of Narayanaswamy.

Narayanaswamy:—Represents in Paridhavi samvatsar 1792-3 the brother of Pūnapillai and I went on a trading concern to Bangalore; while there Chinnaiya came and told me that he owed money to the brother of my partner, asking me to take and pay him the amount after which he went to Rama and offered to pay me the principal. Rama replied that if he would pay the principal and interest he would take it, not otherwise. On this Chinnaiya came to me saying that Rama would not take the money and importuning me to take charge of it, I mentioned to him that in case of any accident on the road I would not be responsible; he said that I should not, adding that if Pūnapillai refused taking it, I was to keep [it] till I heard further from him and should my necessities induce me to spend the money that I might pay it back to him by degrees; on these terms I took charge of the amount principal, Chinnaiya saying that he would be at Palacode in about 2 months when he would settle with Pūnapillai for the interest. After I came to Palacode I went and offered the money to both the father and son but they refused taking it as I had not brought the interest, at the same time disapproving of what I had done, as Rama the brother of Pūnapillai would have nothing to say to it; soon after this the troubles began and I spent the money.

The Court:—Chinnaiya is indebted to Pūnapillai as follows:—His bond dated Jaisht 20<sup>th</sup>: of Sadharana samvatsar for 20 chs.; another bond dated Āshaud māsam for 21 chs. 2 fs., total 41 chs. 2 fs., interest from Āshaud māsam of Sadharana to Phalgun 30<sup>th</sup> of Pingala being 7 years and 8 months at 2 per cent per mensem 75 chs. 8 fs. 2 as.; grand total 117 chs. 2 as.; this amount in strict justice the plaintiff ought to pay to the defendant but the interest has accumulated

greatly and Chinnaiya's circumstances are apparently inadequate to discharge so large a debt. The Shastras prescribe 'that where the interest of money has run up considerably it shall be reduced to the amount of principal'; following up this maxim the Court adjudges that the principal being 41 chs. 2 fs. and the interest 41 chs. 2 fs., total 82 chs. 4 fanams shall be divided among the three persons concerned who have all behaved ill in the business as follows.

Pūnapillai behaved ill in not accepting of and giving credit for any part of the sum due him through whatever channel it was preferred, whether by the debtor or any person authorized by him, whether in part payment of the principal or interest, deviating in this instance from the rules usually followed in mercantile concerns and careless of what might happen to the money, provided he was not a loser and with his eye usuriously fixed on his private advantage he repeatedly refused to take it when Gopal Chetty came to Cauveripatam and he afterwards saw him at Paparappatti he remained satisfied with his promises and let him go away without paying the money, nor would he receive it by the hand of Narayanaswamy, nor the letter of advice which accompanied it—in all this he was to blame.

Narayanaswamy after Rama the brother of Pūnapillai refused to take the money had no business to interfere, or if he did, it should have been on condition of taking and giving to Pūnapillai the amount both of principal and interest by which the debt would have been cancelled and Chinnaiya's bond redeemed, thereby doing a service to both parties; this he did not do. Finding that Pūnapillai would not take the money and looking to his private gain he trafficked with it for the space of seven or eight years, during which period he never once wrote to the owner on the subject; had he acted honestly, he would have taken the earliest opportunity of sending the money to the person from whom he had received it in trust; he also prevaricates in respect to the money saying at one time that he had and at another that he had not spent it, and his not having even offered it to Gopal Chetty, Chinnaiya's brother, when he came to Palacode, proves that he wished to keep the money as long as he possibly could.

Chinnaiya after Rama had refused to take the money for his brother, ought not to have employed another person for that purpose; after giving the money to Narayanaswamy he never gave himself the trouble to enquire whether it had ever been received by Pūnapillai; although his brother Gopal Chetty must have told him that Pūnapillai had asked him to pay the debt; it also appears that he told Narayanaswamy to use the money if it would not be received, thereby holding out to the latter a strong temptation not to deliver it, and creating a strong suspicion that he expected no interest would be charged after the period of offering payment.

Taking all these circumstances into their consideration, the Court adjudges that Chinnaiya shall collect from Narayanaswamy and pay to Pūnapillai the principal sum of 41 chs. 2 fanams and that the interest thereon shall be discharged as follows:—Chinnaiya to pay the interest due from the day he gave the money in charge to Narayanaswamy or from Āshaud māsam of Sadharana (1790-1) to Magh māsam in Virodhikrit (1791-2) being 1 year and 7 months 15 chs. 6 fs. 9 as.; the remaining 25 chs. 5 fs. 7 as. they divide into three shares, viz., each being 8 chs. 5 fs.  $2\frac{1}{4}$  as. which Chinnaiya also to pay, making the total of his quota 24 chs. 1 fanam  $11\frac{1}{4}$ ; Narayanaswamy is to pay as interest to Chinnaiya from Chaitra māsam of Paridhavi (1792-3) to Phalgun of Pingala (1797-8) being 6 years or thereabouts, one share or 8 chs. 5 fs.  $2\frac{1}{4}$  as. and 8 chs. 5 fs.  $2\frac{1}{4}$  as. being the remaining share is to be defrayed by Pūnapillai, total interest 41 chs. 2 fs., total principal and interest as above 82 chs. 4 fs. from which deducting Pūnapillai's share of the interest or 8 chs. 5 fs.  $2\frac{1}{2}$  as., Chinnaiya is to pay him the remainder, being 73 chackrams 8 fanams  $13\frac{1}{2}$  annas.

Kachcheri, 6th April 1798.

CASE No. (35). Dholi Chand, *versus* Bahadur Singh.

Plaintiff:—Bahadur Singh and I lived together in Tajganj, a village near Hyderabad, on the footing of two brothers managing our mercantile concerns separately; this was about eight years ago; afterwards Bahadur Singh used to borrow of me from fifty to one hundred rupees to enable him to purchase goods and he at the same time trafficked in the small way on his own means. There being Mussalmans and Pathāns in the village who were fond of gambling, he attached himself to them, the consequence of which was that he lost 60 rupees for which his comrades daily dunned him, and I to save his credit paid them the amount; besides this having no capital to trade upon, I made him an advance of 25 rupees and 15 rupees to purchase a horse, total 40 rupees, with which he proceeded to Dharwar, where he trafficked in sugar-candy and bhang; he is indebted to me altogether 100 Rs. Quitting Tajganj, I went and resided in Karvalli where Bahadur Singh also lived; afterwards leaving Karvalli, I went to Dharwar and from thence to Poligār countries of Harapanahalli and Raidrug where having been plundered of all my property, I from necessity proceeded into Tipu's dominions and took service of Mir Bakir one of his generals who commanded a detachment. Here I formed an acquaintance with one Manikchand, a substantial sowcar, who lent me from 100 to 150 pagodas to trade with and it was settled that out of the profits the lender should receive two and I one share. Having been unsuccessful, a loss was sustained in consequence of which the sowcar was angry with me. At this time Bahadur Singh arrived and having applied to me for some stock to purchase goods with, I advanced him 15 Bahaduri pagodas telling him at the same time that we must live separate and that he should trade on his own bottom; this money he also owes me. I afterwards went to the Mahratta camp and returning to Tipu's I made every enquiry after Bahadur Singh but in vain. Traversing the country I at last came to Daulatābād, where learning that Bahadur Singh was a resident I went and put up in his house. We lived together for some time on amicable terms; before this Bahadur Singh used to borrow 5 and 10 pagodas worth of cloths of Lala Lakshmiram with which he set up shop for himself. When I joined him, we had a joint stock, the profits of which we shared between us. Some time after, having fallen out, we separated; in this manner we used to go on, separating and uniting, Sarkār always keeping the peace betwixt us. When I had occasion for money, I used to borrow of Bahadur Singh 30 and 40 pagodas which I repaid him with the interest, he in like manner used to take up money from me. About a month ago having gone to Bahadur Singh for the loan of [25] pagodas he said 'very well' and having passed my bond for that amount, he gave me only 21 pagodas, leaving a balance due me of 4 pagodas. Out of the 21 pagodas I paid him back 3 pagodas, so that I stand indebted to him 18 pagodas. Having come to my boutique to demand this money, he told me that there was a quarrel betwixt him and Lala Lakshmiram and I must not go near him; to this I replied that I was on very good terms with Lakshmiram who employed me in selling cloth by which I gained some profit and that if I followed his advice, I should lose my bread. On this a dispute having risen betwixt us he told me that he would not leave me till I paid what I owed him; I applied for a delay of one day when I promised to pay him, but not listening to me he struck me and has thereby disgraced me in the eye of the public. I am therefore come hither to obtain redress; the following are the witnesses to his having struck me, Anikal Bussappa, Tirta Singh, Prabhu, Dassapah, Sadasiva Deo, Raghava Raz, Lall Meen, besides some others.

Defendant:—I am originally an inhabitant of Hindustan. I and a friend of mine named Saligram went and resided in the village of Tajganj; the Mahratta Parsuram Bhone happened then to be at that place; an intimacy having subsisted between Saligram and Dholi Chand, I was introduced to the latter by him, have half of my goods, which having sold, I received the amount (*sic*). After this I came to Karvalli where having determined to set up a sweet-meat *dukan*, I gave Dholi Chand and one Shevaram 25 Rs. to begin with; the terms were that the profits should be equally divided between the three. About a fortnight after,

on taking an account, I found that they had expended 12 out of the 25 rupees and that the *dukan* contained 13 rupees' worth of goods. This loss I divided between them, 6 rupees on Dholi Chand and 6 rupees on Shevaram ; I have received the latter but Dholi Chand still owes me 6 rupees on this account. Dholi Chand having quitted Karvalli, I went to Anagundy whither Khamaruddin having come with an army, I was plundered of all my property ; after this passing through the Poligār country, I came into the neighbourhood of Chittal-drūg where Mir Bakir, one of Tipu's generals, was encamped and I attached myself to his army. Becoming acquainted with Tikaram, a sowcar who rented the Sayar, he took me into his service, and allotted to me one share for my trouble. Dholi Chand likewise belonged to this detachment ; when he had not been long, before he ruined himself by women and at this time I took him by the hand affording him my protection and by the sowcar's assistance satisfying his creditors. After this not being able to get a livelihood where he was, he resolved on proceeding to the Mahratta camp, and on informing me that he had nothing to subsist on during the journey, I gave him 5 Bahaduri pagodas, 1 saila and 6 rupees. After this [I] accompanied Mir Bakir to Seringapatam where I found that Dholi Chand was employed as gumastah to Manik Chand. Being acquainted with this Manik Chand, we proposed joining in a stock of 60 pagodas to trade with to which I contributed 30 pagodas ; he wanted to make three shares of the profit to which I objected stating that half the capital was mine ; at last he consented and appointed Dholi Chand to superintend the concern ; after 20 days, on taking the account, there was a profit of 12 pagodas of which I took half, Dholi Chand keeping the remainder ; this sum he appropriated to himself giving his principal no part of it. Manik Chand hearing of this brought us to Tikaram another sowcar who having recommended that there should be three shares, I would not give my consent ; at length a balance was fixed against Dholi Chand of 4 pagodas to be paid to his principal ; of this sum having only 2 pagodas he gave an order on me for the remainder and I paid Manik Chand 8 pagodas ; the next day Dholi Chand absconded and he still owes me that amount. About a year after, I came to Daulatabad and having got some cloths from Lala Lakshmiram, I set up a *dukan* in that place. Eight months [after], Dholi Chand arrived when having provided him with a horse, brass pots, etc., we for sometime continued on friendly terms. A dispute having arisen betwixt us, it was settled by the Sarkar, and we separated ; Dholi Chand used afterwards to come and borrow sums of money from me which he repaid ; he was indebted to me 4 pagodas for a cloth concern and having borrowed of me the sum of 21 pagodas, he gave me his bond for 25 pagodas ; of this I received 3 pagodas, he still owed me 22 pagodas. When I demanded the money from him, he always gave me abusive language threatening to beat me ; he kept a moor woman, with which I was acquainted, and being on terms of intimacy with Dholi Chand we were both turned out of our cast ; it having been afterwards settled that we should be restored on paying a fine of 15 pagodas, I paid the whole, and Dholi Chand still owes me 7½ pagodas on that account.

The Court :—The following are the claims preferred by the plaintiff against the defendant : 7 rupees given him in Tajganj, for a horse 40 rupees at Seringapatam, when he served Manik Chand 15 Bahaduri pagodas, total 100 rupees and 15 Bahaduri pagodas. To all this there is neither bond nor witness ; under the want of such documents, it is impossible for the Court to admit of the pleas set up by the plaintiff. They for a year or two traded on a joint concern, dividing the profits between them and some time after they met at Seringapatam, but Dholi Chand never before demanded this money of Bahadur Singh ; besides trading people are generally very correct in their money transactions, giving and receiving bonds for sums lent or borrowed. The Court are therefore of opinion that the plaintiff has not substantiated these claims. When the Sarkar settled their dispute the plaintiff did not take the other's bond for the balance against him, both declare their readiness to swear to the truth of what they have asserted—of this the Court does not approve.

The defendant has set up the following claims against the plaintiff. Given him [at] Karvalli 6 rupees, when he went from Mir Bakir's detachment to the

Mahratta camp 5 Bahaduri pagodas and 6 rupees, total 5 Bahaduri pagodas and 12 rupees; to this in like manner no written or other document is adduced nor when they traded together and met again after they had separated was there any demand made for the above sums; the Court therefore as above reject the claims and confirm the following. Bahadur Singh having represented that when Manik Chand, the plaintiff and himself traded together on the capital of 60 pagodas, Dholi Chand having expended 8 pagodas out of Manik Chand's share of the profits which being unable to pay, he gave an order to Manik Chand for the amount on him, and he to save the other's credit paid the money, having also stated that Tikaram would prove this, and the other consenting to adhere to his evidence, he is called in, and substantiates the defendant's claim; there being still some doubts in the minds of the Court as to the entire validity of this evidence, namely, there being but one witness who was the defendant's partner in trade for the space of 12 months and the defendant's not being able to produce Manik Chand's receipt for the money said to have been paid by him. If it should hereafter happen that Manik Chand should, in case of meeting with Dholi Chand, demand the 8 pagodas for which he gave the order on Bahadur Singh and if he can produce his receipt for the same, then Bahadur Singh has no claim on this account against the plaintiff.

The Court next proceed to decide on what occurred after the parties came to Daulatabad.

In Pingala samvatsar (1797-98) 27th Magh māsam, Dholi Chand passed his bond to Bahadur Singh for 25 pagodas with interest at 2 per cent per month; of this sum 21 pagodas were repaid and a balance remained of 4 pagodas. Dholi Chand having sworn that he did not receive the said 4 pagodas, it is rejected and if 3 pagodas more which Dholi Chand paid be also deducted, the sum due by him is principal 18 pagodas, interest 11 annas, total 18 pagodas 11 annas which he must pay to Bahadur Singh.

Bahadur Singh has represented that both having lost cast, it cost him 15 pagodas to get restored, half of which he states Dholi Chand ought to pay; the Court find on questioning witnesses as to conversation that passed on this occasion that Dholi Chand said he would pay for being restored to his cast the same sum that Bahadur Singh did; consequently the 15 pagodas paid by the latter was on his own account and this plea is accordingly rejected.

Dholi Chand has complained that Bahadur Singh struck and abused him. The Court on examining witnesses find that they are both equally to blame in this business; the people of their cast stating that there have been occasions when Dholi Chand has struck and maltreated Bahadur Singh, they leave it therefore to the Collector to award their punishment. The Court being diffident of its ability to decide finally on this cause, ask both parties to choose each two persons to join in deliberation with them, on which Dholi Chand gives in the names of Raick Raz and Kunniram and on the part of Bahadur Singh Santukram and Parvat Chetty, these being persons of different casts from the ordinary members of the Court and their opinions being taken, the result is as has been already stated.

Kachcheri, 10th April 1798.

CASE No. (36). Venkannachāri *versus* Venkāma.

Plaintiff.—My eldest son Srinivasachari and I had a dispute about the share of an inheritance. I refusing to make a second dividend until the shares of my brothers at Seringapatam were settled, he left me, and I made him an allowance for his maintenance; he is now dead and his widow Venkama claims the property of the deceased. This is contrary to the Shastras, she cannot inherit the property of her husband, but if she will come and stay with me I shall during her life-time provide her with cloths and food.

Defendant.—My husband Srinivasachari and his brother Nārasimhachari not choosing to live in the same house together, a division of all they were worth including also their debts took place in consequence, when the whole of their

the prime cost of the pearls—for this he must be made responsible. I am a person from a distant country and borrowed money of a sowcar at heavy interest with which I purchased those pearls with the hope of disposing of them to great advantage in this quarter.

Defendant.—Sadasiva Deo and I during our residence at Bangalore were on an intimate footing; at this time on account of some dispute some pearls and ready money to the value of 1,000 pagodas, his property, was detained by the sowcar Chinnappah Naick. After I came to settle in Daulatabad the plaintiff came to me one day saying that I must go and by some means get the said property out of the hands of the sowcar. I expecting to receive an adequate reward, went accordingly to Bangalore, and having obtained the pearls, &c. brought and gave them to him. Before I undertook this commission, he promised to give me a present of some pearls to the value of 7 pagodas and otherwise recompense me; this promise he ought to perform. Not meeting with a ready sale for the pearls in Daulatabad, he proposed to me to carry them to Bangalore where he expected they would sell well and I being of the same opinion, also laying my account to receive my reward proportioned to the profit, consented. Finding on my arrival at Bangalore that the pearls were of an inferior quality and that they would not fetch near the prices put upon them, I wrote to the plaintiff representing that they would not go off at prime cost; he desired me at all events to get them off my hands although there should be some loss, and even then it took me several months before I could dispose of them; I have taken all this trouble on his account; a part of the money I have received, but I am afraid that it will be difficult to recover the value of what I have sold to certain Amils and Serishtadars; several people took the pearls at a reduced price; for this as well as for my own expenses during eight months that I have been employed on his business and for batta to servants, I ought to receive some acknowledgement. I leave the matter to the decision of the Panchayat.

Account particulars by Narasoji—

|  | CHS. | RS. | AS. | CHS. | RS. | AS. |
|--|------|-----|-----|------|-----|-----|
| Amount of pearls received from plaintiff ... |      |     |     | 251  | 2   | 8   |
| Delivered back in pearls ... ..              | 82   | 3   | 2   |      |     |     |
| Do. in ready money ... ..                    | 108  | 9   | 0   |      |     |     |
| Paid to servants ... ..                      | 9    | 1   | 4   |      |     |     |
| Loss on the sales ... ..                     | 4    | 5   | 12  |      |     |     |
| Loss in the exchange of P. N. Ps. ...        | 3    | 0   | 0   |      |     |     |
| Batta ... ..                                 | 8    | 8   | 13  |      |     |     |
| Due by the Amil and Serishtadar of Gubbī.    | 44   | 0   | 0   | 260  | 7   | 15  |
| <hr/>  |      |     |     |      |     |     |
| Excess due to me by plaintiff ... ..         |      |     |     | 9    | 5   | 7   |
| Borrowed of plaintiff on bond                |      |     |     |      |     |     |
| Balance on one bond ... ..                   | 10   | 0   | 0   |      |     |     |
| Janoo Sahib's affair ... ..                  | 15   | 0   | 0   | 4    | 5   | 0   |
| Spicery concern ... ..                       |      |     |     | 2    | 2   | 12  |
| <hr/>  |      |     |     |      |     |     |
| Star Ps. ... ..                              | 25   | 0   | 0   | 6    | 7   | 12  |

The Court—Q. to plaintiff.—When you despatched Narasoji to Bangalore to recover your property from the sowcar Chinnappah Naick, what conversation passed between you?

A.—No written engagement was entered into; being an old acquaintance in whom I confided and frequently passing between Bangalore and Daulatabad, I mentioned to him that I would, if he succeeded in bringing me my property, make him a present of pearls to the value of 7 pags. but no more.

There being no witness to any engagements that may have been entered into by the parties, the plaintiff is desired on his religion to tell the truth; on this he said that he told Narasoji he would make the successful execution of the commission worth his while but he did not particularly specify the recovery of his property from the sowcar.

The Court adjudge that Narasoji shall receive the same monthly pay that the sowcar allowed to the gollars who brought and gave his pearls, etc., to the plaintiff which was 14 gold fanams and that he shall also receive the seven pagodas worth of pearls either in pearls or ready money. Narasoji was employed by plaintiff to carry and dispose of on his account certain pearls; it does not appear that any particular bargain was made between them, nor any written document, nor any monthly pay, nor any promise of allowing him any share of the profits as a reward for his trouble, but it appears reasonable to the Court that the plaintiff ought to make the other some acknowledgement; it so happened that the demand for the pearls was not so great as was expected and a consequent loss ensued; giving Narasoji, therefore, a share of the profit is out of the question. The Court, therefore, to the satisfaction of the parties thus settled the matter.

The value of the pearls as above was chackrams 251-2-8 of which the plaintiff received as follows: In returned pearls 82-3-2. In ready money 108-9. Pay of a servant, rejecting 5 fanams, balance 8-6-4; loss in the sale 4-5-12. Loss in the exchange of P.N.Ps. 3 chackrams. Amount due by the Amil and the Serishtadar as above 44 chackrams of which Narasoji will recover 25-6-4 leaving a balance of 18-3-12, total chackrams 225-7-14 leaving a net balance in Narasoji's hands of chackrams 25-4-10, but according to the account particulars given in by him, he deduces a balance against the plaintiff of chackrams 35-0-1 anna as follows: Pay of a servant after coming to Daulatabad 5 fanams which the Court reject the fanams having been paid without the plaintiff's knowledge; chackrams 25-6-4 amount in part of the pearls sold to the Amildar and the Serishtadar which plea is also rejected and must be accounted for by defendant. Batta chackrams 8-8-13—this the Court reject, because Narasoji promised to return in the space of one month instead of which, minding his own private affairs, he stayed away 8 months. Total chackrams 31-0-1 anna after which there is a balance against Narasoji as follows:—Cash in hand chackrams 25-4-10; Janoo Sahib's affair star pagodas 15, ch. 4-5-0; bond principal 10 pags.; interest from Vaisakh 7th of Pingala to Vaisakh 7th of Kalayukti  $1\frac{1}{8}$  pagodas, total  $11\frac{1}{8}$  pagodas; specie chackrams 2-2-12, pearls given to Venkoji 2 fanams, total star pagodas  $26\frac{1}{8}$ , chackrams 32-4-6 from which deducting  $6\frac{1}{8}$  star pagodas and 2 fanams 6 annas equal to 7 pagodas which the plaintiff promised to give the defendant for his trouble, the balance on Narasoji is star pagodas 20, chackrams 32-2-0 to be paid by the following instalments.

On 20th Jaisht nāsam of Kalayukti—Ch. 16, fan. 1, star pags. 10.

20th Āshaud Kalayukti—Chs. 16, fa. 1, star pags. 10. Total ch. 32, fan. 2, star pags. 20.

The defendant having represented that he had received no recompense for his trouble, the Court desire him to recollect the circumstance of his having purchased cloth with the money he collected for the pearls in the profits of which strict justice entitled the plaintiff to a share.

#### 41.

*Letter—From S. LUSHINGTON, Esq., Secretary to the Board of Revenue, Revenue Department.*

*To—Lieut.-Col. READ, Superintendent and Collector of the Bāramahal and Salem districts.*

*Dated—Fort St. George, the 31st December-1798.*

The Board having taken into full consideration the claim of Seshaiya to a remission during his rent of the sayar of Singarappet of chackrams 630, I am directed to inform you that they are pleased to admit of it, and to desire you will repay him that amount.

TABLES OF THE CORRESPONDING YEARS, MONTHS, AND DAYS IN THE CHRISTIAN AND HINDU CALENDARS FROM THE COMMENCEMENT OF THE PRESENT HINDU CYCLE.

| No. | Years of the Cycle.       | Fasli.    | Christian. |
|-----|---------------------------|-----------|------------|
| 1   | <i>Prabhava</i> ... ..    | 1157-8    | 1747-8     |
| 2   | <i>Vibhava</i> ... ..     | 1158-9    | 1748-9     |
| 3   | <i>Sukla</i> ... ..       | 1159-60   | 1749-50    |
| 4   | <i>Prumoduta</i> ... ..   | 1160-1    | 1750-1     |
| 5   | <i>Prajotpatti</i> ... .. | 1161-2    | 1751-2     |
| 6   | <i>Angirasa</i> ... ..    | 1162-3    | 1752-3     |
| 7   | <i>Srimukha</i> ... ..    | 1163-4    | 1753-4     |
| 8   | <i>Bhava</i> ... ..       | 1164-5    | 1754-5     |
| 9   | <i>Yuva</i> ... ..        | 1165-6    | 1755-6     |
| 10  | <i>Dhatu</i> ... ..       | 1166-7    | 1756-7     |
| 11  | <i>Isvara</i> ... ..      | 1167-8    | 1757-8     |
| 12  | <i>Bahudhanya</i> ... ..  | 1168-9    | 1758-9     |
| 13  | <i>Pramadi</i> ... ..     | 1169-70   | 1759-60    |
| 14  | <i>Vikrama</i> ... ..     | 1170-1    | 1760-1     |
| 15  | <i>Vishu</i> ... ..       | 1171-2    | 1761-2     |
| 16  | <i>Chitrabhanu</i> ... .. | 1172-3    | 1762-3     |
| 17  | <i>Svabhanu</i> ... ..    | 1173-4    | 1763-4     |
| 18  | <i>Tarana</i> ... ..      | 1174-5    | 1764-5     |
| 19  | <i>Parthiva</i> ... ..    | 1175-6    | 1765-6     |
| 20  | <i>Vyaya</i> ... ..       | 1176-7    | 1766-7     |
| 21  | <i>Sarvajit</i> ... ..    | 1177-8    | 1767-8     |
| 22  | <i>Sarvadhari</i> ... ..  | 1178-9    | 1768-9     |
| 23  | <i>Virodhi</i> ... ..     | 1179-80   | 1769-70    |
| 24  | <i>Vikriti</i> ... ..     | 1180-1    | 1770-1     |
| 25  | <i>Khara</i> ... ..       | 1181-2    | 1771-2     |
| 26  | <i>Nandana</i> ... ..     | 1182-3    | 1772-3     |
| 27  | <i>Vijaya</i> ... ..      | 1183-4    | 1773-4     |
| 28  | <i>Jaya</i> ... ..        | 1184-5    | 1774-5     |
| 29  | <i>Manmatha</i> ... ..    | 1185-6    | 1775-6     |
| 30  | <i>Durmukhi</i> ... ..    | 1186-7    | 1776-7     |
| 31  | <i>Hevilambi</i> ... ..   | 1187-8    | 1777-8     |
| 32  | <i>Vilumbi</i> ... ..     | 1188-9    | 1778-9     |
| 33  | <i>Vikari</i> ... ..      | 1189-90   | 1779-80    |
| 34  | <i>Sarvari</i> ... ..     | 1190-1    | 1780-1     |
| 35  | <i>Plava</i> ... ..       | 1191-2    | 1781-2     |
| 36  | <i>Subhakrit</i> ... ..   | 1192-3    | 1782-3     |
| 37  | <i>Sobhakrit</i> ... ..   | 1193-4    | 1783-4     |
| 38  | <i>Krodhi</i> ... ..      | 1194-5    | 1784-5     |
| 39  | <i>Visvasasu</i> ... ..   | 1195-6    | 1785-6     |
| 40  | <i>Parabhava</i> ... ..   | 1196-7    | 1786-7     |
| 41  | <i>Plavanga</i> ... ..    | 1197-8    | 1787-8     |
| 42  | <i>Kilaka</i> ... ..      | 1198-9    | 1788-9     |
| 43  | <i>Saumya</i> ... ..      | 1199-1200 | 1789-90    |
| 44  | <i>Sadharana</i> ... ..   | 1200-1    | 1790-1     |
| 45  | <i>Virodhikrit</i> ... .. | 1201-2    | 1791-2     |
| 46  | <i>Paridhavi</i> ... ..   | 1202-3    | 1792-3     |
| 47  | <i>Pramadicha</i> ... ..  | 1203-4    | 1793-4     |
| 48  | <i>Ananda</i> ... ..      | 1204-5    | 1794-5     |
| 49  | <i>Kakshasa</i> ... ..    | 1205-6    | 1795-6     |
| 50  | <i>Nala</i> ... ..        | 1206-7    | 1796-7     |
| 51  | <i>Pingala</i> ... ..     | 1207-8    | 1797-8     |
| 52  | <i>Kalayukti</i> ... ..   | 1208-9    | 1798-9     |



| No. | Years of the Cycle.        | Fasli.  | Christian. |
|-----|----------------------------|---------|------------|
| 53  | <i>Siddharthi</i> * ... .. | 1209-10 | 1799-1800  |
| 54  | <i>Raudri</i> ... ..       | 1210-11 | 1800-1     |
| 55  | <i>Durmati</i> ... ..      | 1211-12 | 1801-2     |
| 56  | <i>Dundubhi</i> ... ..     | 1212-13 | 1802-3     |
| 57  | <i>Rudirodkari</i> ... ..  | 1213-14 | 1803-4     |
| 58  | <i>Raktakshi</i> ... ..    | 1214-15 | 1804-5     |
| 59  | <i>Krodhana</i> ... ..     | 1215-16 | 1805-6     |
| 60  | <i>Kshaya</i> ... ..       | 1216-17 | 1806-7     |

*Months of the year.*

|                                 |                          |
|---------------------------------|--------------------------|
| 1. <i>Chaitram masam</i> ... .. | <i>April-May</i>         |
| 2. <i>Vaisakham</i> ... ..      | <i>May-June</i>          |
| 3. <i>Jwistham</i> ... ..       | <i>June-July</i>         |
| 4. <i>Ashaudham</i> ... ..      | <i>July-August</i>       |
| 5. <i>Srávanam</i> ... ..       | <i>August-September</i>  |
| 6. <i>Bhádrapadam</i> ... ..    | <i>September-October</i> |
| 7. <i>Ásvijam</i> ... ..        | <i>October-November</i>  |
| 8. <i>Kártikam</i> ... ..       | <i>November-December</i> |
| 9. <i>Márgasíram</i> ... ..     | <i>December-January</i>  |
| 10. <i>Pushyam</i> ... ..       | <i>January-February</i>  |
| 11. <i>Magham</i> ... ..        | <i>February-March</i>    |
| 12. <i>Phálgunam</i> ... ..     | <i>March-April</i>       |

*Days of the Month.*

|                               |                                |
|-------------------------------|--------------------------------|
| 1. <i>Shud Prathama.</i>      | 16. <i>Bahul Prathama.</i>     |
| 2. <i>Shud Dwithiya.</i>      | 17. <i>Bahul Dwithiya.</i>     |
| 3. <i>Shud Trithiya.</i>      | 18. <i>Bahul Trithiya.</i>     |
| 4. <i>Shud Chathurthi.</i>    | 19. <i>Bahul Chathurthi.</i>   |
| 5. <i>Shud Panchami.</i>      | 20. <i>Bahul Panchami.</i>     |
| 6. <i>Shud Shashti.</i>       | 21. <i>Bahul Shashti.</i>      |
| 7. <i>Shud Sapthami.</i>      | 22. <i>Bahul Sapthami.</i>     |
| 8. <i>Shud Ashtami.</i>       | 23. <i>Bahul Ashtami.</i>      |
| 9. <i>Shud Navami.</i>        | 24. <i>Bahul Navami.</i>       |
| 10. <i>Shud Dashami.</i>      | 25. <i>Bahul Dashami.</i>      |
| 11. <i>Shud Yekadasi.</i>     | 26. <i>Bahul Yekadasi.</i>     |
| 12. <i>Shud Dvathasi.</i>     | 27. <i>Bahul Dvathasi.</i>     |
| 13. <i>Shud Thrayothasi.</i>  | 28. <i>Bahul Thrayothasi.</i>  |
| 14. <i>Shud Chathurthasi.</i> | 29. <i>Bahul Chathurthasi.</i> |
| 15. <i>Shud Pournami.</i>     | 30. <i>Amavasya.</i>           |

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