Public Works (1898) Department.

Railway Branch

G.O., No. 255. Ry.

DATED 15th Feby 1898

Includes
49 R-M. d/ 8-12-97
62 R-M. d/ 9-2-98

[Despatch Abstract.]

Compensation for Conical Hill

Pros, Rev Dept, approving the propos
of the Board of Revenue regarding the paymen
of — Communicated to the Manager, E. C. R
in view to arrangements being made
for the payment of Rs 10000 for the sam
as the ~~portion~~ share for the Ry Dept

Indexed. 18/2

BACK PAPERS.

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

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
	107 RMD/3-3-98						

Enclosure No. 1

In the Court of the District Judge
Kistna at Masulipatam.

Present G. L. Mackenzie Esqr.
District Judge.

Compensation Case No. 20 of 1891
Rajah Rungiah Apparow Bahadur Zemindar
of Nuzvid or Vuyyur Estate – Claimant.

Reference made to the District Court Kistna under section 15 of Act X of 1870. by the Special Deputy Collector Kistna for the determination of the rate of rent or royalty payable for the stones quarried in the Zemindary land of the above named claimant situated at Vedurupavulur –

This is a claim by Rajah Rungiah Apparow for Seigniorage for stones taken from a quarry in Vedurupavuluru temporarily occupied by the East Coast Railway.

2. The Zemindar claims Rs 10/- per hundred for stones 2 ft × 2 ft Rs 3/- per hundred for stones 2 ft long used for wells.

For Rough stone or gravel annas two per cart load equal to $\frac{3}{4}$ of a cubic yard is claimed.

3. These rates have been awarded in previous cases.

The Railway does not give any evidence on the other side. The Zemindar calls evidence that these rates are usual.

4. The Zemindar's Pleader on being asked to complete the dimensions by specifying the thickness of the stones explains that the Zemindar does not care about the thickness. If a stone in any direction measures 5 ft × 2 ft it falls in the Class charged at Rs 10/- per hundred. If it measures two feet in two directions it falls into the Class charged at Rs 5/- per hundred. If it measures two feet in only one direction it falls under the Class charged at Rs 3/- per hundred. If it does not measure two feet in any direction it is rough stone.

5. These rates are awarded with two annas eight pies for a Cubic yard of rough stone or gravel and Rs 4/- per Acre will be the annual rent of the superficial or a occupied.

Assessor's fee Rs 5/- each pleaders fee Rs 7-8-0.

The Collector will bear the costs of this reference. March 25th 1892

Sd/ G. L. Mackenzie
District Judge

Assessors - Sd/ { A. Pundarikakshudu
{ K. Audinarayanamurthi

Memo of the Costs of Compensation in Case No 20 of 1891.

Costs incurred by the Collector
Nil

Costs incurred by the Claimant
Stamp for Vakalt 0.8.0
Pleaders Fee 7-8.0
To be paid to him by Collector 8.0.0

Also Assessors fee Rs 10/- at the rate of Rs 5/- each to be paid by the Collector.

(Signed) G. L. Mackenzie
District Judge

/True copy/
C. Appalaknyudu
Sub Clerk

23
Rg C no 225/98

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189 4
REVENUE DEPARTMENT.
Enclosure No. 3
& Current No. [illegible]

Enclosure 2.

In the Court of the District Judge
Kistna at Masulipatam
The 11th day of December 1893.
Present G. T. Mackenzie District Judge
Compensation Case No 14 of 1893.
The Collector of Kistna
Versus.
Claimant
Rangayya Apparow Bahadur Zamindar of Nuzvid

This is a reference by the Head Assistant Collector to the District Court under the land acquisition Act to settle the amount of compensation to be paid to Rajah Rangayya Apparow for a hill taken up by the East Coast Railway for quarries.

2. The hill is near Mustabad. It is called Pottigutta or Conical hill and measures acres 20.09.

3. The Head Assistant Collector explains in his letter of reference that of this area acres 6-57 was taken up permanently by the notification published at page 59 of the Gazette dated 27th January 1891. By some mistake the late Deputy Collector referred that area to the District Court to fix rates for temporary occupation and the District Court sitting with Assessors on March 25th 1892, fixed the rates at which material was to be quarried from that area of acres 6-57. The Head Assistant Collector says that the notification was for permanent occupation that the action of the Deputy Collector

in dealing with it as a temporary acquisition was unauthorized and the Head Assistant Collector now asks the District Court to decide the compensation for permanent acquisition.

4. The remainder of the hill acres 13-52 was acquired by notification at page 1259 of the Gazette dated 11th October 1892.

5. The Head Assistant Collector on the ground that before the Railway took material from this hill, the hill was without value has offered a nominal sum of Rs 300 for the whole hill. The zamindar on the other hand, claims payment for the cubical contents of the hill at the quarrying rates settled by this Court with Assessors on March 25th 1892.

6. When this reference came on for hearing I had doubts whether the decision upon the rates did not bind the parties, so far as the area of acres 6-57 is concerned. There is nothing that prevents parties from permanently transferring land in consideration of a royalty or rate to be paid for ever. But the Government pleader contended that the act contemplates a lump sum for permanent occupation and rates only for temporary occupation under section 43. I therefore proceeded with assessors to hear evidence regarding the value of this hill.

7. The hill is a bare cone of rock near the village of Mustabad eight miles from Bezwada. The East Coast Railway passes close to the hill and the Railway commenced in January 1891 to take

material

material from this hill, but the hill is not convenient to any road or canal and the stone is soft and crumbling so that there was no demand at all for this stone or rubble until the Railway took it and the only possible value of this hill to the zamindar before January 1891 was a grazing ground for a few head of cattle that climbed the rock.

8. Upon these facts the Government pleader relied upon the Seven Pagodas Case reported at I. L. R. 16 Madras 369 and upon the sixth clause of section 25 of the act and contended that as the hill was formerly absolutely without value to the zamindar the Collector's offer is sufficient.

9. The zamindar's pleader on the other hand, stood out for his enormous claim of payment for the whole cubical contents of the hill at the rates already sanctioned on March 25th 1892. He distinguished the Seven Pagodas Case because there the object was to prevent the rock from being quarried and so the tendency of the Courts was to give as little compensation as possible but here the object of the acquisition is to quarry the rock and the Railway cannot expect to get their quarry for nothing. One might as well acquire a gold mine at its prairie value.

10. The zamindar's pleader was not ready with any evidence of the cubical contents of the hill although the hearing was adjourned to enable him to procure that evidence, and the Government

pleader thereupon put in a Calculation by the Railway engineers giving the Contents of the hill as 52,773,980 Cubic feet. At two annas eight pies per cubic yard this would Come to more than four lakhas of Rupees. when one Considers the price at which whole villages or even estates are sold, it is difficult to record with a grave face this claim of Compensation for a barren bit of rock.

11. The zamindar's Aſsessor gave an opinion that the whole hill must be paid for at the quarry rates already fixed.

12. The Collector's Aſsessor gave an opinion that the Collector's offer was Sufficient.

13. If this matter had Come before me free from Compensation I should have been disposed to agree with the Collector's Aſsessor for the following reasons.

I find as a fact that this hill had practically no value to the zamindar. No body wanted this rock or rubble except the railway. Even after the Railway has taken it up it is of no use to any body but the Railway. The Railway uses it only in Construction or as ballast. The Railway does not sell it to other people. The case is different to that of a mine because the proprietor of the soil over a mine may hereafter work it himself or sell his rights to others but there is no such prospect here and I think that the Contention of the Government pleader is sound and that the sixth Clause of Section 25th of the Act applies. During the arguments I mentioned I. L. R. 10 Madras 38 but rating cases are different from acquisition Cases. I therefor was disposed to Concur with the Collector's assessor.

14. But my first difficulty is that a large quantity of material has already been quarried from the acres 6.57 and the zamindar claim payment for that under the rates Sanctione in Compensation Case No 20 of 1891 on March 2 1892, On the other hand if I now award a lump sum as Compensation under the notification of 27th January 1891 that award will have retrospective effect from the date of that notification, will supersede the award of March 25th 1892, and will wipe out, as with sponge the zamindar's claim for payment per cubic yard. The Government pleader says that this will be correct because the Deputy Collecto made a mistake in calling this temporary occupation and in referring rates to this Court an this Court had really no jurisdiction in dealin with reference No 20 of 1891.

15. I am unable to take that view of the matte Doubtless the Deputy Collector made a mistake in treating the acquisition as temporary but the mistake was made, the rates were tendered, the rates were referred the rates were awarded. The Railw Company stood by and did not point out the mistake and work has since gone on at the quarries I thin that there was nothing illegal in this. The greater, the permanent acquisition, includes the less. the tempor

occupation, and I do not see any way to cancel the decision of March 25th 1892 and to say that the zamindar is not to be paid per cubic yard for materials already taken.

16. Another difficulty is that on looking at the notification at page 1259 of the Gazette of October 11th 1892 regarding the acres 13.52 I see that it is only a temporary acquisition and not a permanent acquisition as the Head Assistant Collector supposes.

17. I therefore am of opinion that the best course to adopt is to pronounce no decision in this reference. It may be contended that the Collector's power to make a reference regarding the acres 6.57 was exhausted by the Deputy Collector's reference and the present reference about acres 13.52 seems to be based upon a misapprehension, I would suggest that if the Railway still wish to permanently acquire this hill a fresh notification for the whole area be issued.

18. The Collector's office has made mistakes but the zamindar's claim is outrageous.

The parties will bear their own costs of this abortive reference.

(Signed) G. T. Mackenzie
District Judge

Memo of Costs

Costs incurred by the Collector

		Rs.	A.	P.
1	Stamp for Vakalatnama	0	8	0
2	Vakil's fee	100	"	"
	Total	100	8	0

Costs incurred by the Claimant

		Rs.	A.	P.
1	Stamp for Vakalatnama	0	8	0
2	Do for petitions	1	10	0
3	Do for process fees	50	8	0
4	Vakil's fee (not certified)	"	"	0
5	Assessors fee.	15	"	0
	Total	67	10	0

(Signed) G. T. Mackenzie
District Judge

(True Copy)
C. Appalanayudu
Sub Clerk

for Ag. Collector

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Ryc No. 223/98

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188_
REVENUE DEPARTMENT.
Inward No. 4
Current No. 2067

188_
REVENUE DEPARTMENT.
Inward No.

O.S. 26/1895

Enclosure 3.

In,

The Subordinate Court of Ellore

Sre Rajah Rangayya Apparow Bahadur
Zamindar, Velama, Zamindar of
Vuyyur &ca in the Taluq of Nuzvid
now residing at Senevarapett } Plaintiff

The Secretary of State for India in
Council (Summons to be sent to
Bunder to the Collector of Kistna
on behalf of the above) } Defendant.

Plaint filed by the above Plaintiff under Section 50 of the Code of Civil Procedure

1. Under the Land Acquisition Act, the Government published in the Fort Saint George Gazette dated 27th January 1891. page 59 that the sites measuring Acres 3.23. of Pulighattu and Acres 6.57 of Pottighattu in the Village of Mustabad a hamlet of Vedurupavuluru. in the Plaintiff's zamindari, of the Nuzvid Taluq Kistna District, were required for the East Coast Railway.

2. The East Coast Railway authorities occupied the said hills from January 1891 — Kept them in their possession till the end of December 1894, opened quarries &ca and made use of the stone, gravel &ca.

3. As the Compensation due on account of

the loss accrued to the Plaintiff for the said possession and enjoyment could not be settled amicably, a reference was made to the District Court of Kistna on the 16th September 1891. The same reference was filed as the Compensation Case No 20 of 1891, and award given by the District Court of Kistna on the 25th March 1892. and no appeal was preferred thereon.

4. In the said award, the rates at which the Compensation is to be paid to the plaintiff were decided as detailed below:-

(a) On account of the assessment on the site at Rs 4 per annum during the period of its occupation.

(b) For stones of 5 ft long and 2 ft broad @ Rs 10 per hundred.

(c) For stones of 2 ft long & two feet broad @ Rs 5 per hundred

(d) For stones of 2 ft long @ Rs 3 per hundred.

(e) For gravel or rough stone @ 2 annas per bandy load, or Rs 0-2-8 per cubic foot.

5. The remaining portion of the Pottighattu referred to in para 1 measuring Ac 13.52 was also published in the Fort Saint George Gazette dated 11th October 1892, page 59 as required for the said East Coast Railway works, and it was occupied since that time and used upto the end of December 1894. The portion occupied was Ac 24.3., but by mistake it was entered as

as Ac 13.52.

6. A reference was again made to the District Court regarding the Compensation due for the occupation referred to in the above para and for Ac 6.57 for which the rates were decided in the Compensation Case No 20 of 1891 regarding this hill. It was filed as the Compensation Case No 14 of 1893 and decided on the 11th December 1893. Even in the said decision, the District Court confirmed the rates given in para 4 supra. No appeal was preferred against this decision too.

7. Although the Plaintiff asked the Head Assistant Collector and the Collector of the Kistna District in several ways to give full details and the quantity of the stone, gravel &c used from the said hills and quarries prior and subsequent to December 1894, when they were relinquished, and also the amount of Compensation due on them under the decision of the District Court, and to pay the amount they said that they would do so, but they have neither furnished a complete account, nor paid any Compensation whatever till now. They have thus been putting off. Loss of interest also is being accrued.

8. The Head Assistant Collector in his Inayatenamah No 1423 dated 28th May 1892. forwarding a copy of the letter dated 21-4-92

addressed to him by the Executive Engineer, furnished a few measurements and informed that application should be made to the Engineer for the detailed measurements. The details have not as yet been furnished by the Engineers. The quality and quantity already stated are neither correct, nor can they be relied upon.

9. So far as is known to the Plaintiff from the information obtained by him in March 1895, Rupees 25,020, are due to him according to the rates of awards of the District Court of Kistna. On the 26th March 1895 the Plaintiff gave a notice dated 25th March 1895 to the Collector of Kistna District on behalf of the Secretary of State for India in Council asking him to pay the said amount with interest and to furnish him with the correct details and measurements, and stating that, in default, a suit would be filed under section 424 of the Code of Civil Procedure. No adequate compensation has yet been granted.

10. The cause of action accrued in the village of Mustabad, a hamlet of Vedurupavulura in the jurisdiction of your Court, in January 1895 or thereabouts subsequent to December 1894 when they were relinquished or in March 1895, when the information was obtained by the Plaintiff. The Head Assistant Collector and the Collector of Kistna District addressed Inayatunamalu vca on the 28th May 1892, 25. 5. 95 and 2-9-93 recognizing the Plaintiffs' claim for compensation. The period of limitation is to be reckoned subsequent to 25-5-95, which being the date of the last acknowledgment.

11. Authenticated copies of the awards granted by the District Court of Kistna on 25-3-92 and 11-12-93, are herewith filed.

12. The Plaintiff therefore prays the Court.

I. To obtain from the District Court Kistna the original awards referred to in paras 3 and 6 and to file them; and to cause measurements to be given for different sorts of stone and gravel taken by opening quarries and otherwise, from January 1891 till the end of December 1894.

II. To cause payment of the amount for the said measurements according to the rates given in the award of the District Court.

III To cause payment of the costs of this suit.

IV. To cause payment of interest at one per cent per mensem on the whole amount including the costs, from this date till the date of payment.

V. To cause payment of all reliefs as the Court may deem proper.

13. If the amount to be arrived at from the future accounts exceeds that on which the stamp

duty has been paid, the Plaintiff would be prepared to pay the difference of stamp duty separately.

Amount included in this suit for the stone, gravel &ca according to the rates	25020—.—.
Assessment for each pit on Ac 3.23 for 4 years @ Rs 12-15-0 per annum	51-12-0
For 4 years for each pit on Ac 6.57 @ Rs 26-2-4 per annum	104-9-4
For 2 years for each pit on Ac 24.3 @ Rs 96-2-0 per annum	192-4-0
	348-9-4
Interest or loss of interest on the said amount from January 1895 till this time @ 8 annas per cent per mensem	625-8-0
Suit amount =	25994-1-4

Please to Consider this

28th May 1895

Plaintiffs' Signature

Declaration

Plaintiffs' Signature

(True Translation)

C. Appalarayudu
2nd Clerk

duty has been paid, the Plaintiff would be prepared to pay the difference of stamp duty separately.

Amount included in this suit for the stone, gravel &ca according to the rates — 25020—.—.

Assessment for each pit on Ac 3.23 for 4 years @ Rs 12-15-0 per annum — 51-12-0

For 4 years for each pit on Ac 6.57 @ Rs 26-2-4 per annum — 104-9-4

For 2 years for each pit on Ac 24.3 @ Rs 96-2-0 per annum — 192-4-0

348-9-4

Interest or loss of interest on the said amount from January 1895 till this time @ 8 annas per cent per mensem — 625-8-0

Suit amount — 25994-1-4

Please to Consider this

28th May 1895

Plaintiffs' Signature

Declaration

Plaintiffs' Signature

(True Translation)

C. Appalarayudu
2nd Clerk

1897
REVENUE DEPARTMENT.
Enclosure No. 5
Current No. 9849

85
RyC No 225/98

1897
REVENUE DEPARTMENT.
Enclosure No. 5
Current No. 12654

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Reference to the District Court Kistn
under Section 18 of Act I of 94.

Enclosure 4.

Claimant
Rangayya Apprao Bahadur Zamindar of Nuzvid.

Extent
Ac: 20.9

1. The above land is covered by a portio of a hill called Pottighattu. It has been acquired for the East Coast Railway a Mustabad [illegible] Nuzvid Taluq under the notification published in the Fort Saint George Gazette No 38 dated 9th October 1894. page 1212.

2. The zamindar in reply to this office Inayatnamah of 3. 6. 95 asking him to inform me if he would accept a rate of Rs 2 an acre for permanent acquisition of the land taken up, says among other things in his No $\frac{8}{6\text{-}7\text{-}95}$ that he will not accept the rate offe and that he expects some lacs of rupees at ra already decided by the District Court Kistn on reference made to that Court for temporary acquisition of this portion of the hill.

3. The zamindar claims exorbitant rates

4. In settling compensation for permanent acquisition, the zamindar not entitled to claim payment in the same way as in case of temporary acquisition. What has now to be considered [illegible] the value of the land as suc and not the seigniorage which the zamindar

t- ask on the removal of the whole hill at which should be applied per Cubic foot.

Before the East Coast Railway authorities red upon the Pottighattu hill it was practically ue less. It was unfit for Cultivation being a re bit of barren rock. There was no demand the stone in it. It may have had a small ue as a grazing ground for Cattle and sheep.

Under these Circumstances I think a rate Rs 250 an acre would be a fair and very iberal rate even granting that the hill Contains some mineral wealth.

7. Hence this reference for determining the rate of Compensation for 20.9 Acres.

This 14 day of September 1895

(Sd) F. D. P. [illegible]field
Ag Head Assistant Collector

(True Copy)
C. Appalanayudu
Sub Df Clerk

Ag Hd. Asst. Collector

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REVENUE DEPARTMENT

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Rs 10 for 100 stones of 5 ft × 2 ft.
Rs 5 for 100 stones of 2 ft × 2 ft.
Rs 3 for 100 stones of 2 ft long used for wells
Rs 0/2/0 for a bandy load of Roughstone

Enclosure. 5.

Reference to the District Court, ...
Under Section 15 Act X of 1870

Name of Claimant

Rajah Rangayya Appa Row Bahadur Zamindar of Nuzvid or Vuyyur Estate

	Extent Acres	Apsd Rs. As.
Pulighattu	3.23 =	5 - 12
Pottighattu	6.57 =	11 - 1

The Zamindari land of the above named claimant situated at Vedurupavuluru in the Nuzvid Taluq has been taken up for quarrying stone and ballast required for the East Coast Railway for temporary occupation. The Railway Department has opened quarries one at the foot of each hill for digging and collecting stones therefrom. The quarrying having been newly opened by the Railway Department on land lying waste from time immemorial, the Executive Engineer Ellore Division objects to the payment of the marginally described rates of royalty claimed by Zamindar's Agent for stone dug and removed from these quarries. He however agrees to a rate of 2 annas per 100 c. ft; but the Zamindar's Agent has not consented to this. It appears that a royalty of one anna per Cubic yard is being paid in the Godavari District for stone dug out of similar Zamindari land but the quality of the stone is not known. In this District the Head Assistant Collector has decided on a similar rate for stone dug out of the quarry at Virapavaragudem which is not very far from Vedurupavuluru. The Claimant's Agent is payment at the rates of Seigniorage paid

ned^x Forest land taken up at Venkatramigudem

llages for quarries. The Executive Engineer

not agreed to this. He has not at the same

e detected the quality of stone &c. procured at

se quarries - I have however offered to the

mindar's Agent, the rate of 2 annas per 100

bic feet agreed to by him but the Agent did not

Consent to this and hence this reference to the

District Court to determine the rate of rent or

royalty payable for the stone quarried since January 1891.

x one anna per 20 cft. of stone and 1/2 anna for same quantity of gravel.

(Sd) A. M. Row

S. D. C.

(True Copy)

C. Appalanayudu
Sub Clerk

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Ty C No 225/98

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1897
REVENUE DEPARTMENT.
Enclosure No 7
G.O. Current No 10457

Enclosure 6.

In

The Court of the District Judge

of Masulipatam

Sri Rajah Rangayya Appa Row Bahadur Zamindar, Velama zamindar of Vuyyur &c. in the Taluq of Nuzvid now residing at Senivarapupete } Plaintiff

The Secretary of State for India in Council (Summons to be sent to Bandar to the Collector, Kistna on behalf of the above) } Defendant

The above named defendant begs to file the following written statement under section 110 of the Code of Civil Procedure

1. This suit to recover the Compensation awarded under the provisions of the Land Acquisition Act is not maintainable.

2. No rates were settled and no Compensation was awarded in Compensation Case No 14 of 1893.

3. The Plaintiff has failed to comply with the provisions of Section 424 of Civil Procedure Code as the notice therein referred to was not duly served in accordance with the provisions of that section, and as it was

Signed

ned by one Kodali Venkayya whose
ority in that behalf the defendant calls
question.

The suit is barred by the law of limitation.

The defendant contends that no stone & gravel of any kind was taken from any of the suit lands after 30th September 1892.

6. The defendant denies that the cause of action arose on the dates stated in para 10 of the plaint, and that the communications of 28th May 1892, 2nd September 1893 and 25th May 1895, therein referred to are acknowledgments which will save the suit from being time barred.

7. The Plaintiff is not entitled to claim compensation at quarrying rates as before the advent of the East Coast Railway on account of which the occupation was made there had been no demand of any kind for the stone of the hills in suit and all that the Plaintiff had been getting was a small grazing tax.

8. The rates detailed in the award of the District Court in Compensation C No 20 of 1891 are not binding on the defendant in this suit and the defendant contends that the said rates are excessive and even according to these rates

rates the amount claimed is excessiv

9. So far as the 6.57 of Pottighattu
Concerned, the said award is invalid
it was based on a wrong reference which
to the effect that the land was temporarily acquired whereas the notification was tha
it was permanently acquired.

10. As to the remaining portion of the Pottighattu hill referred to in the suit, the said award does not cover it, and there is no other award, settling quarrying rates or grazing rates or any other rates.

11. The defendant denies that instead of $\overset{Ac}{13}.\overset{c}{52}$ as notified, an extent of $\overset{Ac}{24}.\overset{c}{3}$ was occupied as stated in para 5 of the Plaint.

12. The Plaintiff is not entitled to claim interest or damages on account of the loss of interest.

13. The defendant contends that the occupation of the suit lands lasted upto 30th September 1892, and not upto December 1894 as stated in the Plaint.

14. The Plaintiff bases his claim on incorrect and excessive measurements.

15. The claim put forth by the Plaintiff is exorbitant and untenable.

16. The claim for the rents at Rs 4 per acre and

and

the interest thereon is untenable for the ther reason that it is not covered by otice given under Section 424 of the Civil ocedure Code.

The defendant admits nothing except hat is herein stated; and puts the Plaintiff o the proof of his statements and the tenability of his claim.

(True copy)

C Appalanayudu
Sub Co[illegible]

E.8
Rev C No 225/98

1897
REVENUE DEPARTMENT.
Enclosure No. 8
Current No. 9049

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1897
REVENUE DEPARTMENT.
Enclosure No. 8
Current No. 10/57

In the District Court of Kistna a
Masulipatam

O. S. 2 of 1896.

Issues.

Enclosure 7.

1. Whether the award in Compensation case No 20 of 1891 on the file of this Court is binding upon the defendant.

2. If binding whether it applies to the use and occupation of the hill and to the taking of materials only up to the date of the reference to the Court or also subsequently.

3. Whether in this suit this Court has power to settle what rates should be paid for the materials quarried from the hill.

4. If this Court has no power is the suit maintainable as regards any claim outside the award.

5. Whether the notice under Section 424 C. P. C. given to the Collector was given by a person authorized to give it.

6. Whether the notice is valid as regards the claim for rent and interest thereon.

7. Whether the defendant is not estopped by the Collector's letter R. C 1379 of 95 dated 17-5-95 to the Plaintiff from questioning the notice however.

8. Whether the suit is in whole or in part barred by the law of limitation

9. What is the quantity of material quarried from the extent of the hill covered by the reference in

mpensation Case No 20 of 1891. ✓

What is the quantity quarried from the ... ainder of the hill.

what is the amount of Compensation ... any due to the Plaintiff

(Sd) E. A. Elwin
Ag District Judge

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(True Copy)
C. Appalanayudu
Sub Clerk

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D No 937
6-3-96.

Enclosure 8.

Proceedings of the District Court Kis
dated the 6th March 1896.

Read Miscellaneous Petition No 24 of 1896, presented by Mr P. Venkatappayya, ple for Head Assistant Collector Kistna Distri Counter petitioner in Compensation Case No 26 of 1895, praying the Court for the dismissal of the application of the petitioner with Costs.

Order:- I am of opinion that the objections raised in the Counterpetition are valid. The petitioner must state precisely the nature of the various documents he requires. If they are accounts he must state to what these accounts refer and for what period they were maintained If they are Correspondence he must state the official designation of the officers between whom the Correspondence passed the exact subjects dealt with in such Correspondence and must explain how the Correspondence is relevant to the suit and why he cannot produce the Certified Copies of the same. If the petitioner wants the discovery of documents he must move the Court under Section 129 of the Code of Civil Procedure stating clearly the questions relevant to the suit regarding which he denies discovery.

To save time the Government pleader takes to try and obtain from the East Coast ilway authorities through the Collector, all Lists or measurement books or any other cuments showing the Cubical Capacity of ones or gravel quarried from the said hill om the time the East Coast Railway took possession upto the time the temporary occupation Cased before the 24th March 1896. I think these accounts should be produced.

(Sd) F. H. Hamnett
District Judge.

(True Copy)
C. Appalanayudu
Sub Clerk

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REVENUE DEPARTMENT.
Enclosure No. 10
to Current No. 1357

Enclosure No. 9

Fort St. George Gazette January 27

Under the Provisions of Section 6 Act X
His Excellency the Right Honorable the
in council hereby declares that the la
mentioned in the Schedule hereto ann
and aggregating 280 Acres and 32 cen
the same, a little more or less are nee
for a public purpose viz for the East
Railway and under Section 3 and 7 of t
same Act the Railway Special Dy Coll
Kistna is appointed to perform the fu
of a Collector under the Act and direc
to take order for the Acquisition of t
said lands.

2. The plan of the land may be insp
at the Office of the Special Dy Collector
the Kistna District. This being a case
urgency, the Railway Special Dy Collec
Kistna is directed to take possession o
the said lands under sections 17 of the
same act

Schedule.

District	Taluq	Village	Land requi	
			Class A.	Cl B.
			Acres. Cent.	
Kistna	Nuzvid	Mustabad hamlet of Vedurupavulur	194 . 46	
		Purushottapatnam	47 . 19	
	Bezwada	Gannavaram	22 . 67	
		Mogalrajapuram	16 . 0	
			280 . 32	

(True Extract)
C. Appalanayudu
Sub Clerk
for Officer-in-charge
No I Subdn

E11
Ry C No 225/98

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189 7
REVENUE DEPARTMENT.
Enclosure No. 11
Current No. [illegible]

Enclosure No. 10.

Fort St. George Gazette October 11

Under Section 6, Act X of 1870 the Rig
Honorable the Governor in council hereby
that the land mentioned in the followin
schedule and measuring 19 acres and
cents be the same a little more or less
temporarily needed for a public pu
to wit for quarrying purposes for the E
Coast Railway and under Sections 3 and
of the same Act the Head Assistant Co
Kistna is appointed to perform the fu
of a Collector under the Act and
directed to take order for the acquisit
of the said land.

District	Talug	Village	Description of Land	Name of owner or occupier	Boundaries of the land required to be taken up.	Exte to be up
						Acre
Kistna	Gannavaram	Mustabad	Dry Inam No. 515	Sankara Durgana of Bezwada.	North No. 514. East 521 South 518 + west 515	0 ·
do	do	do	-do- No. 518	Sankara Subbamma mother + guardian of Durga Mallikarjunarow	North No. 515, East 521 South + west No. 518	0 ·
do	do	do	Donka No. 519	- - - . . .	North No. 519, East No. 520 South No. 522 + west 518	0 -
do	do	do	Zemindari Svri	Sankara Lakshminarasimham of Vedurupavulur	North No. 521. East 520 South 522 + 520 west 519	1 - 9
do	do	do	-do- No. 520	S. Biragi, alias Ramaya of Vedurupavulur	North No. 521 East No. 522 South + west 520	1 -
do	do	do	Zemindari waste No. 522	Rajah Rungiah Apparow Bahadur Zemindar	North No. 521, East No. 15 South 522 + west 520	0 · 6
do	do	do	Zemindari Svri No. 15	Bobba Bhoodayah -do- Latchmayah of Vedurupavulur	North No. 16 East + South 15 west No. 521 + 522	0 - 3
do	do	do	-do- No. 16	Bobba Nagammah mother + guardian of Patta Chiramudu	North + East No. 16. South No. 15 + west No. 521	0 - 2
do	do	do	Waste No. 521	Rajah Rungiah Apparow Bahadur Zemindar	—	13 - 5
						19 · 6

/ True Extract /
[illegible] Appalanaidu
Sub Clerk
for Officer - in - charge No. I Subdn

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Ry C No 225/98

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1897
REVENUE DEPARTMENT.
Enclosure No. 12
Current No. 9049

1897
REVENUE DEPARTMENT
Enclosure No. 12
Current No. 10857

Fort St George Gazette October 9

Enclosure No 11

Under section 6, Act I of 1894 the Righ the Governor in council hereby decla the land mentioned in the following sc and measuring 20.09 Acres, be the same little more or less, is needed for a pu purpose, to wit, for the East Coast Railway quarry at Mustabad, Nuzvid Talug; an under sections 3 and 7 of the same Act, the Head Assistant Collector, Kistna is appointed to perform the functions of a Collector under the Act and directed to take order for the Acquisition of the said land.

2. This cancels the Notification for the temporary occupation of 13.52 Acres published at 1259 Part I of the Fort St George Gezette dated 1st October/92

Description of land wet or dry Inam or Poramboke with survey or Pamaish No	Name of owner or occupier	Boundaries of the land required to be taken	Esctent to be taken up.
	Kistna	District Nuzvid Talug Mustabad Village	Acres - C
Conical Hill Pottigattu	Rungiah Appadoo Bahadur Zemindar of Voyyur Estate	North Seri land taken up by the East Coast Ry East Seri land of Bobba Latchmanna + Bushayah and that of Kadyala Chendrayah. South Charitable tank of Bhamudu + Seri land of Saukara Biragi, Alias Ramayah and Sonka West Inam land of Saukara Latchumanna Durgamma &c	20.09

(True Extract)
C. Appaladanyudu
Sub Clerk
for Officer-in-Charge

Sd/. J. R. Upcott
Joint Secretary to Govt
P. W. D. Railway Branc

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Ry C No. 225/98

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1894
REVENUE DEPARTMENT.
No. 13
No. 1065

Enclosure 12

In
The District Court of Kis
O. S. No $\frac{2}{1896}$ & Camp. Ca
No 26 of 95.

Sre Rajah Rangayya Apparow
Bahadur Zamindar Garu } Plaintiff.

Secretary of State for India in
Council represented by the
Collector of Kistna } Defendant.

Affidavit put in by J. N. Atkinson Esquire, Collector of Kistna.

I, J. N. Atkinson Esquire, Collector of Kistna do solemnly affirm and state as follows:–

1. That the quantities of material excavated from the hill at Mustabad have to be ascertained in this suit.

2. That the documents herewith filed with a list are bills drawn for making payments to Contractors and the measurement books showing the quantities.

3. That after the Railway line was completed the officers who had been employed on the line had given up their connection with the Department or had gone up else where and the officers who have been in service since the institution of

is suit have had no knowledge of what place while the line was under construction.

That besides these Contractors' bills, urement books and other papers relating to Construction of the Railway seem to have been ated as documents which were no longer equired and sent away to the Examiner's office at Waltair and kept there.

5. That the quantity of the papers so kept in the Examiner's office was immense and they have not been arranged or filed in a very regular style.

6. That for these reasons the Railway officers now in service have not been able to trace and give information promptly to the Collector about the documents now herewith filed and that is the reason why these documents have not been filed at an earlier stage of this suit.

7. That for the reasons the defendant prays that the documents herewith filed may be admitted into the record of the suit and treat as evidence

9-1-97

(True Copy)

C. Appalanayudu
Sub Clerk

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Pyc No. 225/98

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REVENUE DEPARTMENT

No 8252.

From,
The Manager
East Coast Rail

To,
The Collector
Kistna District
Masulipatam

Dated Waltair, the 13th October 1895.

Sir,

Enclosure 13.

Your letter No 1379 Rev; dated 17th May 1895, to the address of Executive Engineer Ellore Division East Coast Railway.

With reference to the above, I have the honor to forward herewith a statement drawn up by Mr Clift, Executive Engineer, who was incharge of the Division at the time.

This statement gives the quantities of both stone ballast and gravel excavated from the Conical Hill (Kottighatta) and the Pulighatta Hill as compiled from the Contractor's measurements. He has distinguished as far as possible the quantities taken from half the Conical hill contiguous to the Railway from the more distant half acquired later.

As regards the half contiguous to the Railway it was handed over permanently to the Railway by the Special Deputy Collector in his statement dated 21st June 1891; that is portion of the hill had already been belled and pointed out to the Deputy lector by the Sub Divisional officer in ial charge.

This is further substantiated by the act that the total amount of land handed ver to the Railway in the Mustabad Village as Acres 184.50 and this amount includes the half of the Conical hill as has since been verified by measurement of land plans. I cannot therefore entertain any proposition for payment of Compensation for material quarried out of this half.

It would be as reasonable to ask us to pay Compensation for material taken out of the whole quantity of land acquired by the Railway in the Mustabad Village amounting to acres 184.5; as was attempted unsuccessfully in the Case of the Ross Hill Cutting at Vizagapatam. From the Correspondence it would appear that the judge at Masulipatam had some idea of valuing the hill from its Cubical Contents why did he not pursue his idea to its fullest extent and have the quantity measured from the Centre of the earth.

The second half of the Conical Hill was at first asked for temporarily 16th February and 7th March 1892; but afterwards in a letter from the Executive Engineer dated 25th May 1892

he

he asked that it should be acquire permanently.

If during the temporary occup of land royalty is payable even if the is subsequently acquired permanently I admit the payment for material quarrie from this second half at the rate paid on other parts of this line which amount to Rs 278 only. The rates I have usually pa on other parts of the East Coast Railway have been 0-2-0 = % C.ft. for all quarry material, but I am willing to pay for ballast at 0-2-6, as laid down for forest lands, for stone at 0-4-0 % C.ft. as given in the award of land Acquisition Case No 5 of 1891 of the Special Deputy Collector Godavari in the Jalempett quarry, and for moorum at 0-1-0 % since it is chiefly quarry rubbish and produced in quarrying.

Further I maintain that the Compensation paid eventually for the permanent acquisition (which I may point out has not yet been done although applied for in 1892) should be reduced by the amount of royalty paid as the land cannot have increased in value.

Puligiatta Hill

This was only asked for temporarily; the area in the Gazette was wrongly entered

Causing

ising Confusion owing to the similarity
fic area with that at Potteghatta. I
the quantities of material excavated.
They are Compiled from quantities paid
Contractors and agree with the Zamindar's
figures. But here again the rates claimed
are excessive.

In Conclusion, I beg to submit the following statement showing the amount I am prepared to accept as Compensation for royalty on the quantity of stone and ballast removed from land temporarily occupied by the Railway.

Pulighatta Hill (Vedurupoolar)

Building stone (including
Pitching stone) 1,03,826 cft. at 0-4-0 % Rs 259.56
Ballast (including stone used
for Concrete) 36,654 c.ft at 0-2-6 % Rs 57.30
Total Rs. 316.86

Potteghatta Hill (2nd Half only)

Ballast - 1,14,287 c.ft at 0-2-6 % = Rs 178.50
Moorum 1,60,108 " at 0-1-0 % " 100.06

But this latter amount should be deducted from the final Compensation, paid for the land.

I have the honor to be,
Sir,
Your most obedient servant
(Sd) A Brereton
Manager, East Coast Railway

Memorandum of Stone ballast a
Moorum really inferior gravel only a li
Superior to sandy Clay removed from t

Conical Hill (Potteghatta)

Total quantity Stone ballast removed fro
half Contiguous to the Railway.

Note:- This is arrived at by assuming
of the quantity after June 1892, being removed
the distant half.

Total quantity removed. 10,73,847
Removed from distant half 1,14,287
Balance from half Contiguous to Railway 9,59,560
Removed from distant half 1,14,287
Total = 10,73,847

Moorum

This is arrived at by the quantities given in train loads and a similar assumption made. Besides the train loads there was a quantity Carted out and stacked.

Removed from half Contiguous to the Railway Cft:
Carted along line 1,42,037
Half of that railed off 1,60,108
Total removed from Contiguous half = 3,02,145
Removed from half distant from the Railway 1,60,108
Total Moorum etc removed. 4,62,253

The quantities of Moorum railed away are undoubtedly too high. I find that the stacks on which the Contractors were paid amount to = 3,07,336 and the quantity in wagons 3,20,216

As regards the broken Stone, the quantity ported as having been Collected from the ical hill amounted to 9,14,222. upto ptember 30th 1892. (The measurements made the Nellore Division while I was in charge and understand no work was done afterwards ter that date amount to 93,943 which is tally 10,08,165. I have however gone through the Cash books myself, and believe that all measurements have been traced, which will amount for the larger quantity I can give.

Pulighatta (Vedurupowlur)

This is a quarry from which both stone for building and some ballast was Collected. only acquired temporarily.

The quantity given by the Sub Divisional officer as removed upto September 30th 1892, was.. Cft.

Building Stone (including stone for pitching) 1,03,826

Ballast (including stone used for Concrete) 36,654

All the Bridges were built at that date.

The above quantities agree practically with the quantities in the bridges, and are the same as what the zamindar claims. (See Collector's letter dated May 17th 1895)

The check again on the quantities in the Conical hill as the Collector wishes to distinguish between the Contiguous and the distant halves of

the

the hill will be the pit measurements

(Sd) H. W. Clift
Executive Engineer
East Coast Railway

/True copy/

C. Appalanarayanadu
Sub Clerk

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1897
REVENUE DEPARTMENT
Enclosure No. 15
Document No. 10857

In the District Court of
O. S. 2 of 1

Plaintiff — Defendant

Sree Rajah Rungiah Apparow Bahadur Zemindar Garu } The Secretary for India in Co by the Collector

Enclosure No. 14.

1. The parties above named beg to Subm that they have entered into a Comprom on and subject to the following terms.

(1) that the defendant do pay and the plaintiff do accept in complete satisfaction of all the claims in this suit including costs of the latter a sum of Rs 12,000/- Rupees twelve thousand only.

(2) That as regards the compensation case No. 26 of 1895 on the file of your honorable Court the Govt. do drop and give up the Permanent Acquisition of the Conical hill called Pottighatta at Mustabad hamlet of Vedurupavulur to which the said Compensation case relates and do restore the hill to the Claimant in the above case and do further undertake to withdraw and cancel by notification in the Fort St. George Gazette all the previous notification permanently acquiring the said hill.

(3) And that each party do bear his own costs of the said Compensation Case of No. 26 of 1895 which is now pending on

the file of your honorable court.
Both parties pray therefore that a
ajanama decree may be passed
accordance with the above terms.

/True copy/

Appaladayudu
Sub Court

In the District Court of Kis

Compensation case No. 26 of

Claimant	Defendent
Sree Rajah Rungiah Appa Row Bahadur Zemindar Garu of Nuzvid Talug Vuyyur.	The Secretary of for India in Co by the Head Ass. Collector Kistna

Petition under section 53 of the Land Acquisition Act and section 375 C.P.C.

1. The parties above named beg to submit that they have compromised all the matters relating to this case on and subject to the following terms.

That Government do drop and give up the permanent acquisition of the Conical hill called Pottighatta at Amstaba hamelet of Vedurupavulur to which this compensation case relates, and do restore the hill to the claimant and owner above named and do further undertake to withdraw and cancel by a notification in the Fort St George Gazette all the previous notifications permanently acquiring the said hill.

(2) That as regards O.S. No. 2 of /96 on the file of your honorable court the Government do pay and the Claimant who is the plaintiff in the said suit do accept Rs 12,000/- Twelve thousand rupees in complet

Satisfactio

tisfaction of all his claims in that suit.
at each party do bear his own costs
his compensation case.
parties pray that your honorable
Court may be pleased to dispose of
case in accordance with the terms
stated above.

/True copy/

C. Appalanayudu
Sub Clerk

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1897
REVENUE DEPARTMENT.
Enclosure No. 16
Current No. 10657

Copy of letter from the Collector to the Government Pleader, District Court, Ma
-patam, dated 30th January 1897.

Enc: No 15

With reference to the Correspondence ending with your No 11/19-1-97 regarding the Potti-ghattu hill suits; I have the honor to inform you that a Compromise has been effected with the Plaintiff for the withdrawal of O.S. No 2/1896 by the payment of Cash down Rs 12,000 in full satisfaction of his claims. The other Case Compensation Case No 26/1895 will naturally abate as the permanent acquisition of the hill will be dropped. Please see that the necessary withdrawal petitions to be filed by the Plaintiff and the Government are filed without loss of time. The Plaintiff has also been addressed today in the matter. Please obtain Copies of the decrees and judgments to be passed in the 2 Cases.

× × × ×

Forwarded to the Manager. E. C. Ry. for information.

(Sd)
for Collector

/True copy/
C. Appalanayudu
Sub Clerk

E17
Rly C No 225/98

1897
REVENUE DEPARTMENT.
[illegible] No. 17
[illegible] No. 1065

Copy of letter from the Collector to the Government Pleader, District Court, Masul dated 30-1-97.

× ×

With reference to the Correspondence endin with your No 11/19-1-97 Regarding the Pottighattu Hi Suits, I have the honor to inform you that a Compromise has been effected with the Plaintif for the withdrawal of O. S. 2/1896 by the paymen of Cash down Rs 12,000 in full satisfaction of his claims. The other Case Compensation Case No 26/1895 will naturally abate as the permanent acquisition of the Hill will be dropped. Please see that the necessary withdrawal petitions to be filed by the Plaintiff and the Government are filed without loss of time. The Plaintiff has also been addressed today in the matter. Please obtain Copies of the decrees and judgments to be passed in the 2 Cases.

× ×

(True Extract)

Forwarded to the Assistant Engineer E. C. Ry. Sitanagaram for information

Kistna Collectorate
Camp Bezwada
Dated 20. 6. 97

For Collector

(True copy)
C. Appalanayudu
Head Clerk

1 C. No. 757 OF 1897
LETTER No. 195 13/4/97
Ecltz

To Govt with B.P. on G.R. No. 1820/97

E18
Ry C No. 225/98

1897
REVENUE DEPARTMENT.
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1897
REVENUE DEPARTMENT
ENCLOSURE No. 18

Report on the Conical Hill Cas

The East Coast Railway has been a to pass close to a conical shaped at the 8th mile out of Bezwada. There are numerous other hills in the vicinity, from one of which, the Puligha (or tiger hill) Stone was quarried for the bridges at Mile 7 and 9.

The Conical hill, Pothghatta (or low hill) has been quarried for ballast and Muram only - the hill being composed of the soft schistose gneiss with an admixture of quartzite, usual near Bezwada.

There was never any intention of permanently acquiring the former, Pulighatta. The building stone quarried from this hill enters into the accompanying correspondence but in any case the payment of royalty would have been merely a matter of settling rates.

It is the Conical, or Pothghatta hill that has given rise to the law suit now under report.

The hill is in the Village of Mustabad, and is the property of Rajah Rungiah Apparow one of the Nuzvid Zemindars. Part of this hill and the adjacent d measuring 1200 feet by 650 feet or o Acres is shown in the original plans to be acquired with the inary strip of land taken up for Railway Embankment and side pits. This extra land being in Mustabad llage was included in the Total Area f land applied for in that Village. Viz 184 Acres 50 cents.

In the Fort St George Gazette dated 27th January 91 this Area was notified to have been permanently acquired and Compensation was soon after paid for the whole amount except the extra piece above referred to.

Mr. Clift who was Executive Engineer in Charge of the Construction Division at the time in his evidence says. "The first half of the hill was made over as part of the land required for the Railway by the Deputy Collector to Rai Basu (Asstt Engr in Charge) and was made over with the remainder of the Village of Mustabad. The Deputy Collector must have presumed that the land was required to excavate ballast from as he was not Officially told so when the land plans were sent in."

Whether

Whether this was the case or not land was entered upon by the Ra and quarrying began about January What followed is best shown by a reference to the attached papers. Enclosure No. 3 is a copy of the plain presented by the Zemindar to the Cour of the subordinate Judge Ellore.

Para (3) says

"As the Compensation due on account of the loss accrued to the Plaintiff for the said possession could not be settled amicably a reference was made to the District Court of Kistna on the 16th September 1891. The same reference was filed as the Compensation case No. 20 of 1891 and Award given by the District Court of Kistna on the 25th March 1892 and no appeal was preferred thereon."

That is, the Deputy Collector had settled compensation with the owners for all land valuable or otherwise in the Mustabad village with one exception. An agreement could not be come to with Zemindar Rungiah Apparow, accordingly, under the terms of the Land Acquisition Act a reference

was

made to the District Court of Kistna
ward compensation.
began the first of the extraordinary
es of mistakes to which this case
uld seem to have been fated.
he reference to the District Court should
ave been for permanent Acquisition,
previously notified in the Government
Gazette, as pointed out by the Head
Assistant Collector Kistna (Enc No 2 Para 3)
By some mistake the Special Deputy
Collector (who died soon after)
referred that area to the District Court
to fix rates for temporary Occupation
and the District Court sitting with Assessors
on March 25th 1892 fixed the rates at
which material was to be quarried
from that area of 6 acres 57 cents.
This reference is shown in full in
Enclosure No 1. The Zemindar claimed
royalty at the following rates:-

Stone 5 ft × 2 ft Rs 10/- per o/o cft
Stone 2 ft × 2 ft Rs 5/- per o/o cft
Stone 2 ft long Rs 3/- per o/o cft

Compensation for the above stones would
have had to be paid in any case

thought

thought probably at much lowe
as this stone was all taken from
Second or Pulighatta hill.

For gravel and broken stone g
from the Conical or Pottighatta hill
following rates were demanded.
Rough stone or gravel annas two per c
equal to $\frac{3}{4}$ of a Cubic yard or anna
ten per hundred cubic feet.

The ordinary rates for compensation pa
elsewhere on the Railway are.

Building stone Rs 0. 4. 0 per o/o cft
Ballast ———— 0. 2. 6 per o/o cft
Muram ———— 0. 1. 0 per o/o cft

The Court in its judgment said (para 3)
"The Railway does not give any evidence
on the other side. The Zemindar calls
evidence that the rates are usual".
para (3) - "These rates (claimed by
the Zemindar) are awarded."

No summonses in the case were issued
to Mr. Clift or any other person on the
Railway and it was not till long
after the suit referred to above had
been called on for hearing and judgment
delivered that any one on the Railway

that the hill had been the subject gation at all.

Mr. Clift says "The Railway in the first instance under the adras Government and I was requested the Collector to send in measurements materials taken from all quarries. his I did month by month but I protested strongly in the case of the Conical hill on the ground that the land had been acquired and handed over to the Railway."

Quarrying went on in the first half of the hill contiguous to the Railway (shown in the accompanying plan by black boundary lines) up to September/92 The date of the last Contractors Certificate prepared being May 1893.

The Zemindar filed a suit in the Court of the Subordinate Judge of Ellore on the 28th May 1895 to recover Rs 25994.1.4 from the East Coast Railway as compensation for material quarried, the quantities being based on Mr. Clift's statements sent to the Collector. This case was subsequently transferred

to

to the file of the District Court.

The second half of the hill was f applied for temporarily on the 16 and 7th March 1892.

Mr. Clift says he afterwards ask on the 25th May 1892 that it should acquired permanently.

The only notification that followe these requests was published in the Fort St. George Gazette dated October 1892 (see copies of Gazettes attached

Here the land is shown as waste belonging to Rajah Rungiah Appa and is notified as having been acquired temporarily. Work however was begun in June 1892 in the distan half of the hill, and continued to the end of 1892 as in the nearer half

When the compensation case came on for hearing on the 11th December 1893. the District Judge of Kistna said (Enc No. 2 para 17) "I would suggest that the Railway still wish to permanently occupy this hill a fresh notification for the whole area be issued."

This was accordingly done and a

cation dated October 9th 1894.
oints the Head Assistant Collector
ada to take possession of 20.09 Acres
uired for the East Coast Railway.
20.09 Acres includes the 6.57 Acres
the first half of the hill and 13.52
the second half.

On the 10th April 1895 I was ordered to prepare a plan of the Conical hill a tracing of which is herewith attached. The area of the first half is 17.90 Acres and of the second half 19.62 Acres measured on the plan. If compensation were paid for waste land, the area being measured on the slopes the total area would be well over 40 Acres.

Thus the land applied for in the last notification is.

First half	Second half
6.57 Acres	13.52 Acres

Whereas the land actually measured in plan is.

First half	Second half
17.90 Acres	19.62 Acres

The only explanation I can suggest of this discrepancy is that the first land

plan drawn up before Constru
began stopped at Chain 42 ne
8 and from this the Area 6.57 a
was measured. The next land p
which would of course have contain
the balance of the land in the first
is 17.90 - 6.57 = 11.33 Acres having
somehow unnoticed -

The above description of the case as i
stood until very recently may be
thus summed up.

(1) A part of the Pottighatta hill wa
applied for and notified to have
been acquired permanently but a
reference for temporary acquisition wa
made to the District Court. The rates
of royalty asked for were allowed
by the District Judge no Railway
Officer having been summoned.

(2) The second half of the hill was
applied for first temporarily and then
permanently. The Gazette Notification
was for temporary Acquisition -

(3) The whole hill was subsequently
notified to have been acquired
permanently. The Area shown in the

ate was 20·09 acres, the area of
round being more than double.

It now remains to see how far
successive mistakes affect the issues
olved in the suit.

lly in the matter of the wrong reference
n the suit came on for hearing the
vernment Pleader contended that as
a wrong reference had been made
the Gazette Notification being correct, that
e Court had really no jurisdiction
n dealing with the reference.

he Judge said (Enclosure No 2 para 15)
I am unable to take that view of the
atter - Doubtless the Deputy Collector
made a mistake in treating the Acquisition
as temporary but the mistake was made
the rates were tendered, the rates were
referred, the rates were awarded."
"The Railway Company stood by and
did not point out the mistake and
work has gone on at the quarries".

The Judge did not know that the Execution
Engineer knew nothing of the first wrong
reference to which the whole of this case
is due; as a matter of fact nobody
on the Railway had heard of it till

November/96

November/96 when, having been
on special duty. I went through
mass of papers relating to this case
the Govt Pleader. The Manager
in his letter No. 8252 dated 13th Octo
to the Collector of Kistna wrote "I c
entertain any proposition for pay
of compensation for material quarri
out of this (the first) half".

Legal advice has been obtained fr
Madras on this point on which the wh
suit really hinges. There is a concu
of Opinion that the Gazette Notificati
is merely a formal record which wou
be entirely subject to a reference for
compensation made under the Land
Acquisition Act to a District Court.
This being the case the first half of the
hill was only acquired temporarily
and the second half was as previous
shown notified for temporary Acquisition

The second point to consider is what
compensation the Railway is bound
to pay having worked all along in
land which they had acquired temporarily
The reply is - Obviously, the rates claim
by the Zem[illegible]ar and allowed by

ict Judge in the undefended

migation case No 20 of 1891 unless the

t Judges' decree were set aside

in appeal.

ondly - A Gazette notification subsequently

wed the whole hill as having been

manently acquired. What rates of

mpensation would be allowed for

ch permanent acquisition?

This question of compensation for

ermanent acquisition has not yet

en settled and will not be again

rought up.

n this case the Zemindar brought

two suits against the Government.

(1) for the royalty on stone quarried.

(2) for the value of the hill.

It is easy to see that the second

suit depends on the first.

For the value of the hill the Zemindar

claimed rates of royalty for the entire

cubic contents of the hill at the rates

allowed for ballast, viz., two annas and

eight pies per cubic yard or about

five lakhs of rupees.

The Judge said "when one considers

the prices at which whole villages

or even estates are sold, it is dif

to record with a grave face the cl

of compensation for a barren bit of r

In reply to the Collectors offer of a

nominal price of Rs 300/- for the whol

hill. The Judge said "If this matt

had come before me free from

complications I should have been dispo

to agree with the Collector's Assessor."

"I find as a fact that this hill had

practically no value to the Zemindar.

Nobody wanted this rock except the

Railway. Even after the Railway had

taken it up it is of no use to anybo

but the Railway. The Railway does not

sell it to other people."

The case would then have been

analagous to the Rosa Hill cutting where

the owner of this hill was unable to

show that he had ever sold a particle

of the hill to anybody.

In the same way the Judge met the

contention of the Zemindar's pleader

who compared the quarry to a gold

mine. The Judge said "The case is

different to that of a mine because the

proprietor of the soil near a mine

ay hereinafter work it himself or his rights to others but there is no prospect here."

wever there is little doubt that the mindar would have been adjudged the first suit for royalty and having nce been paid this royalty, the hill would have acquired a value and would be treated similarly to the gold mine. This judgment of Mr. Mackenzie's shows the difficulties of the case very clearly and it is not easy to see how land can be acquired under these conditions. Recognizing the weakness of our case Mr. Atkinson the Collector approached the Zemindar with a view to compromise. The Zemindar suggested either of the following arrangements.

(1) that the two suits together be compromised for a payment by Govt. of Rs 75,000/-

(2) that the first suit (payment for materials already taken) be compromised for Rs 15,000/- or such smaller figure as might hereafter be mutually agreed upon; on condition that the proposal to acquire the hill permanently be

be absolutely abandoned.

The abandonment of the hill would of course settle the second suit, no cause of action would remain. The first proposal could not of course be considered for a moment.

A Compromise has now been accepted by both parties see Enclosure No. 14 the terms being (1) payment to the Zemindar of Rs 12,000/- (Rs 10,000 royalty and Rs 2000/- costs) and (2) that the Railway relinquish the hill.

For the Zemindar to come to terms for rates of royalty in case we should want to use this hill as a quarry in future is merely a matter of time.

One of the points in connection with this case which has given rise to a great deal of trouble and correspondence relates to the quantity of metal taken out of the two parts of this hill.

Mr. Clift Executive Engineer who alone knew anything of the case was placed on special duty in October 1895 to draw up statements of these quantities. These were filed in Court accompanied by an affidavit from the Collector that se were all the documents procurable. other side having called for the ginal Accounts these were produced January 1897. Now under section 130 of the Civil procedure Code original documents must be filed in court when called for by the Judge. A subsequent section enacts that if the order for production of documents under section 130 is not complied with, the party so failing has no right to produce, or to rely on the documents he failed to produce. There is thus, at least a doubt whether any of Mr. Clift's accounts would have been permitted as evidence in court. Mr. Clift was placed on special duty in October/95 and got out a statement from Contractors bills of material quarried from the Conical hill (Enclosure No. 13) This statement was sent to the Collector but without the original Contract Certificates from which the statement was made out.

These documents were required.

(1) To support the statement - it not being

being an original document.

(2) To prove last date of occupat The Govt Pleader in his letter No. 88 d 26th April 1896 asked for all origina documents including measurement books. Mr. Clift had then left the Railway and all his sub Divisional Officers and subordinates had been gone long since. Many of the Contract Certificates showed nothing to distinguish stone quarried in this hill from stone quarried in the other hills in the vicinity. Eventually all records down to measurement books were sent off from the Examiner's Office in January/97. Mr. Clift might have done this long before had the rule laid down in section 130 Civil Procedure Code, which appears to clearly involve a point of law, been brought to notice or in other words had the Govt Pleader arranged to meet any Railway Officer and discuss the matter as he did with me at the end of 1896.

All this however in no way affects the main issues of the case which

[illegible]

resent two features of interest as far Railway Officers engaged in land quisition are concerned.

1) that a notification in a Govt. Gazette is in itself insufficient authority for entering into possession of land. Authority to take up land required for any special purpose such as quarries should be accompanied by a notice in writing from the Officer with the powers of a Collector who acquires such land under the Act, that compensation has been settled and an award statement made out and accepted, or that a reference for terms of compensation has been made to the District Court, with a remark as to whether the reference is for permanent or temporary occupation.

(2) In the majority of cases a new Railway under construction opens out quarries which have hitherto been of no use to any body. It is, on the other hand by no means uncommon for a Railway to bring to the notice

of

of the owner the fact that he has valuable quarry in his Estate.

In any case the value of the hill a quarry would be largely increased by being opened out.

Under the precedent afforded by the judgment in the case of the Ross Hill cutting the value of the quarry depends on the value to the owner before the advent of the Railway.

Clearly then it is advisable in the majority of cases and especially where the owner shows a disinclination to come to terms to take up new quarry land permanently.

Such land would have an increased value after being worked, if only to the Railway. Payments for royalty, on the other hand, once begun give a fictitious value to land, which, in the case of a ballast quarry goes on for ever and is often the cause of constantly recurring disputes with a litigious Zemindar.

In the case of existing quarries

a arrangement with the owner when icable, is the best course, rates of yalty being settled by local custom.

The following copies of important plaints judgments etc bearing on this case are herewith attached as enclosures-

1. Reference to District Court Kistna in Compensation Case No 20 of 1891.
2. Judgment of Mr Mackenzie District Judge Kistna in Compensation case No 14 of 1893.
3. Plaint filed by Sree Rajah Rungiah Apparow in the Court of Subordinate Judge Ellore O.S. 26 of 1895.
4. Reference to District Court Kistna by Head Asst Collector Bezwada under section 18 of Act I of 1894.
5. Reference to the District Court Kistna under section 15 Act X of 1870.
6. Statement of Collector Kistna Acting for Secretary of State as defendant under section 110 C.P.C.
7. Issues in O.S. No 2 of 1896.
8. Order of the court relating to documents in C.C. No 26 of 1
9. Fort St George Gazette dated Janua 1891.

---

10. Fort St George Gazette of October 11,
11. Fort St George Gazette of October 9, 189
12. Affidavit presented by the Collector of Kistna
13. Correspondence between Manager E. C. Ry & Collector Kistna with Mr Clifts statement of quantit of meterial taken out of the hill
14. Compromise entered into by the parties concerned in this suit

1200/

15. Correspondence relating to the Compromise.
16. Plan of the Conical hill.

Molaglesome

Seethanagram
4th March/97

Officer-in-cha
No I Subdi

[illegible]

9. [illegible]

1891.

10. Extract of George [illegible]

11. Extract of George [illegible]

12. Affidavit [illegible]

13. Correspondence [illegible]

14. Compensation [illegible]

15. Correspondence [illegible]

16. Plan of the Conical Hill

1897
REVENUE DEPARTMENT.
Enclosure No. 2
to Current No. 9049

82
Ry e No. 225/98

4
7443

189_
REVENUE DEPARTMENT.
Enclosure No. 2

Form No. Mgr. 19.

In your reply please quote the number and date of this letter.

No. 2992/195

From

The MANAGER,
East Coast Railway.

243R

To

THE CONSULTING ENGINEER for RAILWAYS:
MADRAS.

Dated Waltair, the 13th March 1897.

Sir,

AN
We must have the land plans referred to in [illegible] without [illegible] Collector
RRT 23/4/97

I have the honor to forward herewith a report by Mr. J. Eaglesome, Executive Engineer, on the case of compensation for the Conical Hill at Mustabad which has been going on in the Court of the District Judge, Kistna District Masulipatam since 1891. From the facts disclosed in the report, I submit, that the Civil Authorities are liable and ought to pay the compensation. No case was brought against the Railway, nor were we asked to help in the defence.

2. Will you kindly move the Madras Government in this matter.

I have the honor to be,
Sir,
Your most obedient servant,
A Brereton
Manager E.C.Railway.

8/4

Accompaniments.
One set

PS 357
152

1759
31/5/97

D.P.R.

Please see Dis
remarks on E.C.R.'s
letter & return papers
with land plans.

~~D.C.R.R.~~ 1/5/97 29/4/97

D.P.R.

We do not receive land applications here. They are sent to the R's [illegible] & Land notifications only are submitted [illegible] the R's for publication. These [illegible]

219
Rly C No. 225/98

2
[illegible]

7

19
9049

3
7443

1897
REVENUE DEPARTMENT.
Endorsement No. 19
Current No. [illegible]

Form No. 34.

P. W. D., RAILWAY BRANCH.

OFFICE OF THE CONSULTING ENGINEER FOR RAI

Madras, 189 .

No. $\frac{10}{0}$ dated 4th May 97

OFFICE NOTE.

From E. R.

To Man. E.C.R.

Sir

With reference to your letter $\frac{288}{195}$ d 13/3/97 Please send copies of the land plans referred to in notification in Gazette dated Jan. 27 1891
Oct. 11 1892
Oct. 9 1894
also plan of [illegible] hill in order to complete the case for submission to Govt.

3/5/97

3/5/97

Desptd. 4/5/97

Reminder $\frac{10}{0/1}$ of 16 June 1897

16/6/97

Desptd. 18/6/97

Rem. $\frac{10}{0/2}$ of 29.7.97

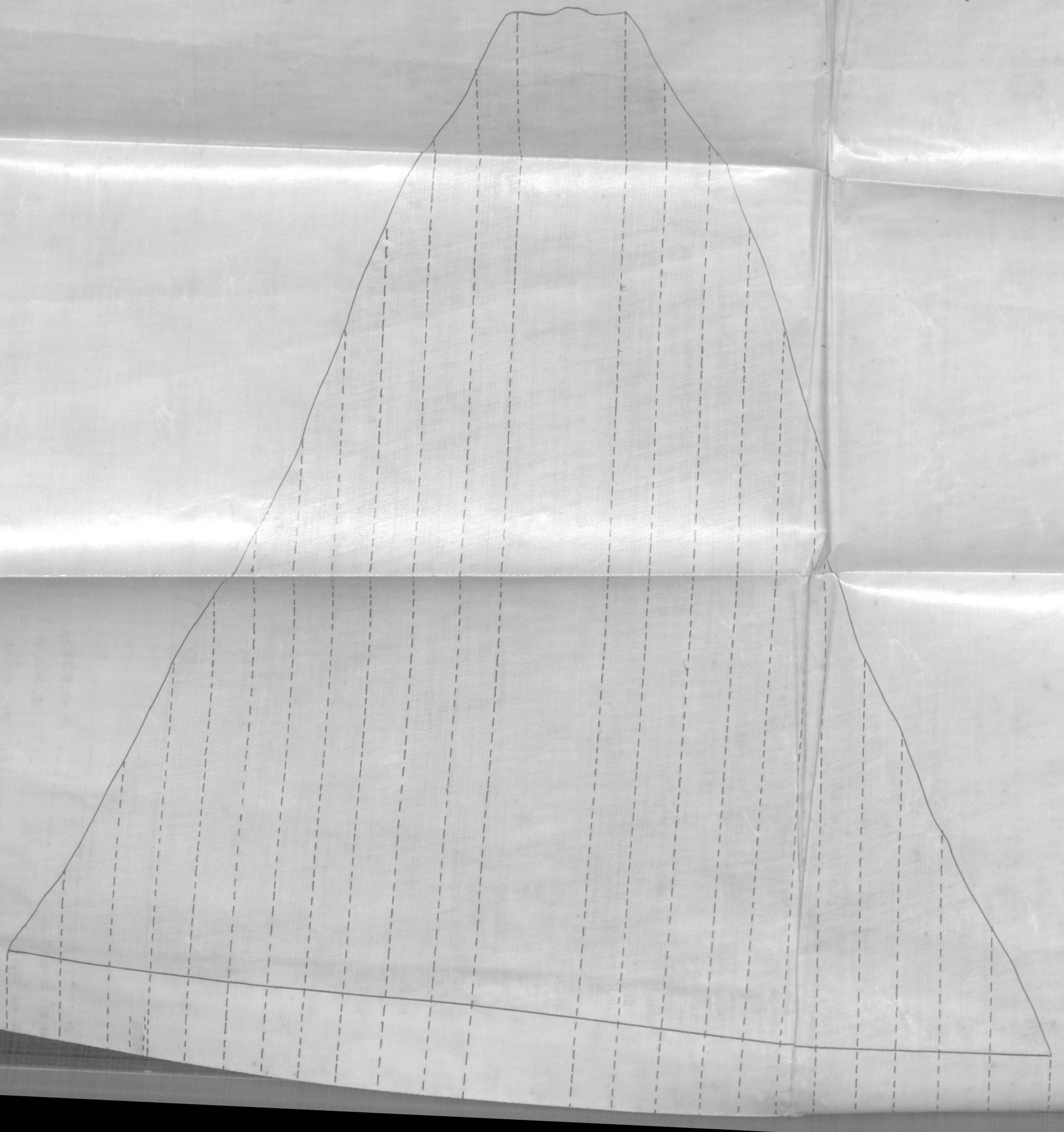
30/7/97

Issued 3/8/97

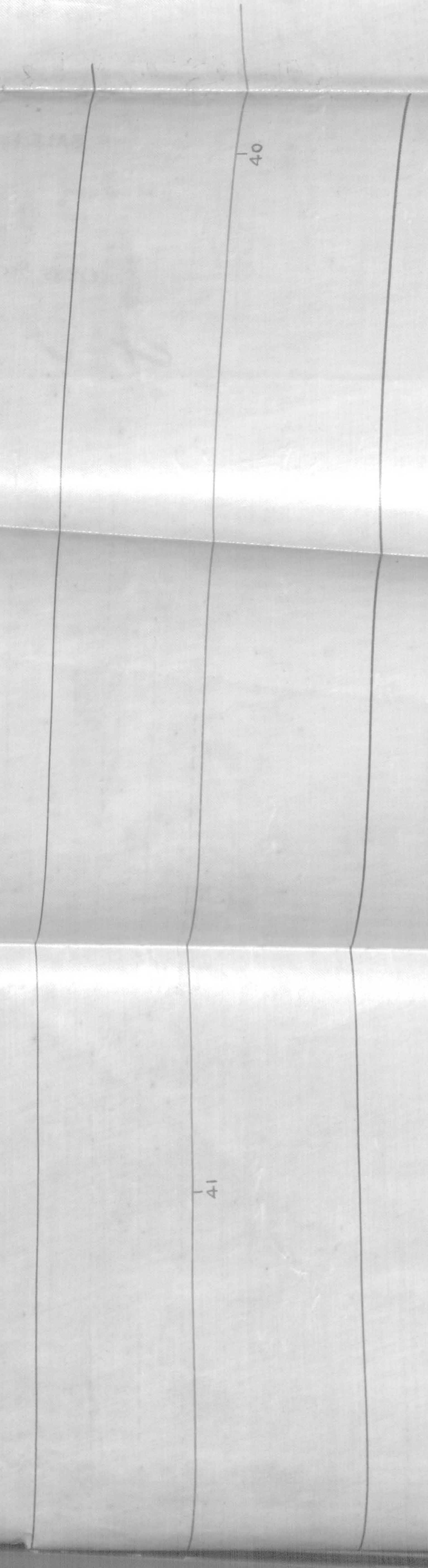
PLAN
OF
MUSTABAD HILL

SALE 1 = 100 Ft

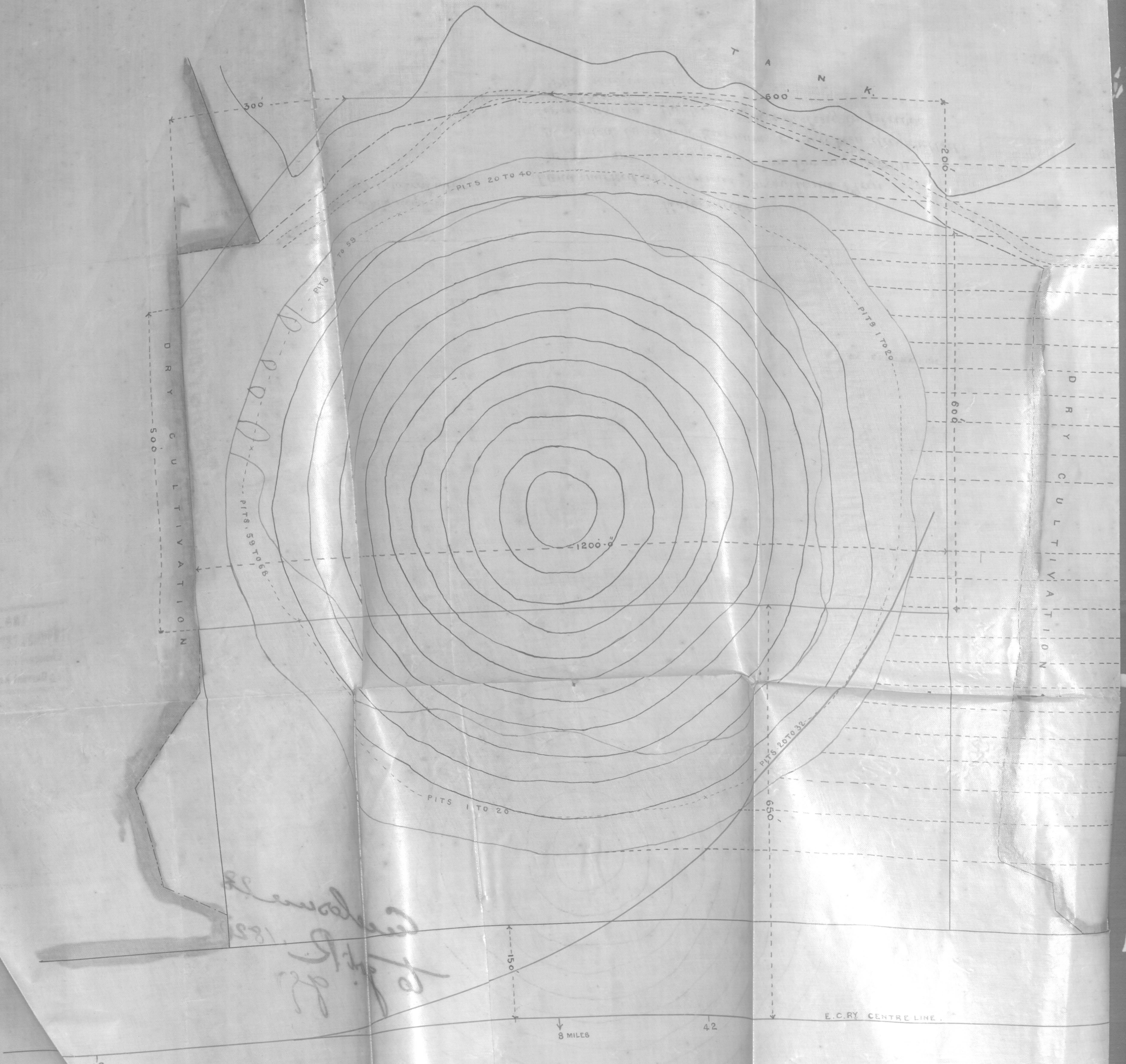
Cross Section of hill



Engineer in Chief
E. C. Ry



t Base ---------- 9.41.035. sft
at top ---------- 10.563 sft
t taken by 2 instruments ---- 215.92 Ft
--- D° ---- boning staff ---- 214.0" Ft
e ---------- 7.56.93.456 cft



Enclosure 28
182 [illegible]
6 Sept. [illegible]

Statement of land Subsequently acquired Coloured yellow

District	Taluq	Village	Dry cultivation.	[illegible]	Total.
Kristna	Gannavaram	Mustabad	2.90	1[illegible].72	19.62

References

Land marked in Original Survey land Plan ———

Do. .... Do. ..... Subsequent Plan for acquisition. ———

Do. stated by village Karnam to have been daghbelled for acquisition. Daghbell still existing in places. } —·—·—

Pits dug in hill ------------------

In your reply please quote the number and date of this letter.

No. 155

FHF 11/8

DAU

Transfer papers to Rev. FHA 19/8

From

THE ENGINEER-IN-CHIEF,
EAST COAST RAILWAY,

To

THE CONSULTING ENGINEER for RAILWAYS.
MADRAS.

Dated Waltair, the 5th August 1897.

Sir,

With reference to your letter No.10/C. dated 4th May 1897 and subsequent reminders to the address of the Manager asking for copies of land plans referred to in Notifications in Gazette dated 27th January 1891, 11th October 1892 and 9th October 1894 and also plan of Conical Hill, I have the honor to forward herewith a tracing of the latter in support of the last Notification of 9th October 1894 and to state that as this last Notification includes the land applied for in the previous two Notifications, the plan may serve the purpose to complete the case for submission to Government.

I have the honor to be,
Sir,
Your most obedient Servant,

A Barber
Engineer-in-Chief.

Enclosures.
1
by separate parcel.

Sem
3/8

C. No. 3473
11/8/97

7

18
2049

1
G.O. (1820 d/9)

220
Ry C No. 225/98

7

2
7443

1897

GOVERNMENT OF MADRAS.
P. W. Dept., Railway Branch,
Dated 25th August 18

C

No. 3639 C

MEMORANDUM.

Letter from the Manag
Rly No. 2992/195 d 13-3-97
Enclosures in original.
Letter from the Engin
Rly No. 155 d 5/8/97 w
Enclosures in original

Transferred
the Revenue Departm

20/8

To The Revenue Deptt
with Enclosures to

per W
21/8/97

6

20/8/97

P.

No. 243 Rd 8.4.97

Form No. 69.

COPY of a communication from the Manager East Coast Railway

to the Consulting Engineer for Railways, Madras,

No. 2992/195 dated 13' March 1897.

E.R. Cr. No. 1759/97

I have the honour to forward, herewith, a report by Mr. J. Eaglesome, Executive Engineer, on the case of Compensation for the Conical Hill at Mustabad, which has been going on in the Court of the District Judge, Kistna Dt. Masulipatam since 1891. From the facts disclosed in the report, I submit, that the Civil authorities are liable and ought to pay the Compensation. No case was brought against the Railway, nor were we asked to help in the defence.

2. Will you kindly move the Madras Government in this matter.

V/ 9 70

" V. W. D. (Ry) with Encls

" Acct: Genl:

as: asst: Sec

Form No. 69.

COPY of a communication from the Engineer in Chief East Coast Railway

to the Consulting Engineer for Railways, Madras,

No. 153, dated 5' August 1897.

E.R.
No. 3473/97

With reference to your letter No. $\frac{10}{0}$ dated 4' May 1897. and subsequent reminders to the address of the Manager asking for copies of land plans referred to in Notifications in Gazettes dated 27' January 1891, 11' October 1892, and 9' October 1894 and also plan of Conical Hill, I have the honour to forward herewith, a tracing of the latter in support of the last Notification of 9' October 1894, and to state that as this last Notification includes the land applied for in the previous two Notifications, the plan may serve the purpose to complete the case for submission to Government.

" D. W. D. (Ry) with Encls
" Acct: Genl:
Ag: Asst: Sec

R. Form No. 11.

No. 3639 C

Government of Madras.

PUBLIC WORKS DEPARTMENT,

RAILWAY BRANCH.

MEMORANDUM.

Dated Madras, 25th August 1897.

Letter from the Manager, East Coast Railway No. 2992/195 dated 13th March 1897 with enclosures in original.

Letter from the Engineer in Chief, East Coast Railway No. 155 dated 5th August 1897, with enclosure in original.

Transferred to the Revenue Department.

F. W. Fowler
Under Secretary.

The Revenue Department
Encl: in original with 1 tracing.

R.

921
Ry C No. 225/98

22
Govt. 1820 of 97

1897
REVENUE DEPARTMENT.
Enclosure No. 21
Current No. 10654

20
4049

Public Works (1897) Department.

Railway Branch

CURRENT No. 106.

JOINT SECRETARY TO GOVT. OF MADRAS RYS.
RECEIVED
17 NOV. 1897

From

The Revenue Department.

Order

Mis No. 5850

Dated 13th November 1897.

Received
Registered } 17-11-97

Enclosures

Spare copies

SUBJECT.

Referring to the P.W. Dept. for remarks the Board's suggestion re: the amount payable by the Revenue & Railway Departments in the Conical Hill Case, Kistna district.

" V. W. D. (Ry) with Encls
" Acct: Genl:

as: Asst: Sec

BACK PAPERS.

No.	Date.

FURTHER PAPERS.

No.	Date.

REVENUE DEPARTMENT.

F/16 2,000–13-10-97.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read ______________________

Read the following Proceedings of the Board of Re nue, Land Revenue, dated 14th October 1897, No. ~~[illegible]~~ 3687 Mis.:-

Read G.O. Revenue, dated 8th September 1897, No.1680 R.

RESOLUTION.

Flag E

In his letter to the Consulting Engineer for Railways, dated 13th March 1897, the Manager, -- East Coast Railway, raises the question whether the Civil authorities should be made liable for the payment of compensation for the Conical Hill, seeing that the Railway authorities were not made parties to the ✗ suits and that they were not - asked by the Revenue Department to help in the defence.

See ✗
Flag D (Statement)
[illegible]

2. ✗ From B.P. 372 Mis./28-1-97, disposed of in G.O. 617 - Mis. dated 3rd February 1897, it will be seen that the suits - have been compromised on the following terms: viz, that Government should give up the permanent acquisition of the Hill called Pottighattu and pay the zamindar Rs.10,000 being the estimated value of the materials quarried by the Railway Department, together with Rs.2,000 towards the costs of the suits. The Board considers that the most that the Revenue Department can be called upon to pay is the sum of Rs.2,000 for which the costs have been compromised. This liability may be accepted in consideration of the errors committed by the Revenue Office who were entrusted with the duty of acquiring the land. But there is no reason why the Railway authorities should repudiat liability for the cost of materials of which they have actuall had the use and benefit. It may be noted that in paras 4 and 5

of the Board's Proceedings 447/29-1-96, the liability of the Railway Department to make good the cost of the materials taken was discuss-ed and the approximate amount payable therefor according to the -- tes fixed by the Dt Judge was given at Rs 9707 against Rs 2024, the estimate arrived at according to the rates of the Railway authorities.

3. The Board accordingly submits that the Railway De-partment should be taken to defray the amount of Rs. 10,000 now -yable to the zamindar on account of materials quarried.

-------:------

ORDER thereon No.5850 Mis. d/13th November 1897.

The Board's suggestion in para 3 of its Proceedings read above will be referred to to the Public Works Department (Rail-way Branch) for favour of remarks.

/True extract/

W. E. Marjoribanks
15.XI.97

Ag. Under Secretary to Government.

To the P.W. Department with enclosures in original to be returned.

Telegram.

To (Telegraph Office) Waltair
(Person) Gen manager. E.C.Ry.
(Address) (in full)

ADDRESS FREE

From (Telegraph Office) Madras
(Person) Consulting Engineer

Here write whether your telegram is State or Private. Unless classed State by sender, it will be sent as Private, and no change or refund is afterwards admissible. State

Here write whether your telegram is to be sent URGENT, ORDINARY or DEFERRED. Deferred

No. 313	Dx	See	correspondence
about	Conical	hill	Mustabad
ending	with	your	number
2992	over	195	of
March	thirteenth	97.	do
your	accept	following	settlement
Revenue	Department	to	pay
two	thousand	rupees	the
Compromised	costs	of	litigation
and	railway	ten	thousand
rupees	estimated	cost	of
material	actually	used.	I
strongly	advise	your	accepting
this	for	fault	was
chiefly	Clifts'	and	railway
actually	used	the	materials

NOTHING TO BE WRITTEN ON THE BACK.—CONTINUE ON ANOTHER FORM.

Sent to LN. At Hrs. Mts. by

Sender's Signature and Address or Designation. (Not signalled.) Francis K. Spring
Cn. Eng.
17/11/97

Despd: on 17/11/97 @ 5-10 P.m.

Post copy of telegram sent to the manager E.C.Ry with No. 3639 Q
25/11/97 —

Despatched on 25/11/97

L. T. Form 1.

Licensed Telegraphs.

MESSAGE FORM.

B.M. State Railway.

Local No.

CLASS R

To (Station) Madras

From (Station) Uplands

C. No. 5333
Recd. 6.12.97

		Time tendered for transmission. (Madras Time.)		
No.	Words.	Day.	Hour.	Minute.
		4		

OFFICIAL INSTRUCTIONS.—

To (Person) Consulting Engineer for Railways

From (Person) Manager S. C. R

Hay N

L. 16. Your telegram 313. D. I. accept the settlement proposed revenue department to pay 2 thousand rs costs railway to pay 10 thousand rs royalties

RECD. FROM (L. L.)
AT Hrs. Mts., on the
BY

SENT TO (L. L.)
AT Hrs. Mts., on the
BY

Date

Signaller in charge.

B. M. Ry

4-12-97.

EAST COAST RAILWAY.

CONSULTING ENGINEER FOR RAILWAYS
RECEIVED
9 DEC. 1897
MADRAS.

OFFICE OF MANAGER,

Waltair, dated the 6th December 1897

IN REPLY PLEASE REFER TO
No. 95/195

C. No. 5333
Recd. 6.12.97

To

The Consulting Engineer for Railways,
Madras.

The following copy of telegram is forwarded for information.

Major R.E.
Ofdg. MANAGER,
East Coast Railway.

File
MM
9/12

Ab
4/12

Telegram, dated 4-12-97.

From	To
MANAGER, EAST COAST RAILWAY.	The Consulting Engineer for Railways, Madras.

L 16. Your telegram 3130. I accept the settlement proposed. Revenue Department to pay two thousand rupees costs Railway to pay ten thousand rupees royalties.

****

" V. W. D. (Ry) with Encls

GOVERNMENT OF MADRAS.
P. W. Dept., Railway Branch,
Dated 8th December 1897.

No. 49 R.M.

MEMORANDUM.

In returning the Enclosures received with Revenue Department Mio G. O. No. 5850 dated 13th Novr. 1897, the undersigned has the honour to state that the Manager East-Coast Ry is prepared to pay Rs 10,000 for materials quarried.

CMW 7/Dec

FM 7/12/97

OR

To

The Revenue Depart

R

Despatched on 9/12/97

8/12/97

(Indexed)

P. W. D. (Ry) with Encls

Copy of a letter from the Manager East Coast Railway to the Consulting Engineer for Railw Madras No $\frac{1002}{195}$ dated 4th February 1898.

Conical Hill Compensation Case.

In continuation of this office No 9531 dated the 6th December 1897, I have the honor to request that you will kindly arrange for the acceptance of the Rs 2,000 therein referred to by the Civil Department, so that the necessary debit may be raise against that Department.

2. The favour of an early reply is solicited.

8th M. → E. R. C. No. 684

P. W. (Railway) C. No.

No. 62 R.M. dated 9th February 1898.

TRANSFERRED to the Revenue Deptt

Flag A Department with reference to its No. Mis 5850

dated the 13th November 1897. and this

Flag R office No 49 R.M. of 8. 12. 1897, for

favour of necessary action

CM 7/2

D.R.

Note

The Rev Deptt G.O. accepting that Deptt Share was recd communicated on 5-2.98

Desp

Despatched on 9/2/98

Ed. 7/2/98

F.D. 8/2/98

Public Works (1898) Department.

Railway

CURRENT No. 225

B/

CONSULTING ENGINEER FOR RAILWAYS
RECEIVED
11 FEB 1898
MADRAS

Read the following

Progs. of the Rev. Dept. No. 621 Mis of 7 Feby 98

From

The Revenue Department.

Order. No. 255. Ry dated 15/2/98.

No. 621 Mis.

Communicated to the Manager East Coast Railway with reference to his telegram No. L16 dated 4th December 1897 in view to arrangements being made for the payment of Rs 10,000 referred to in para 2 of the G.O. read above.

JM 11/2

Fw 11/2/98

R

To the Manager East Coast Ry
" Consg Engr for Rys
" Revenue Dept

Dated 7th February 1898.

Received
Registered } 11. 2. 98

Enclosures

Spare copies

SUBJECT.

Approving the Board's proposal that the sum for which the costs have been compromised in the case of compensation for Conical Hill may be paid by the Revenue Department and stating that orders as to the payment of amount on account of materials quarried will issue in the Public Works Department.

12/2/98

11/2/98

Despatched on 15/2/98

BACK PAPERS.

No.	Date.

FURTHER PAPERS.

No.	Date.

Proceedings of the Board of Revenue.
(Land Revenue).
No. 3857 Mis, dated 14th October 1897.

Read Government Order, No. 1680 R, dated 8th September 1897.

------:0:-------

Resolution.

In his letter to the Consulting Engineer for Railways dated 13th March 1897, the Manager, East Coast Railway, ~~pia~~ raises the question whether the Civil authorities should not be made liable for the payment of compensation for the Conical Hill, seeing that the Railway authorities were not made parties to the suits and that they were not asked by the Revenue Department to help in the defence.

2. From B. P. No. 372 Mis, dated 28th January 1897, disposed of in G.O. No.617 Mis, dated 3rd February 1897, it will be seen that the suits have been compromised on the following terms: viz., that Government should give up the permanent acquisition of the Hill called Pottighattu and pay the Zemindar Rs. 10,000 being the estimated value of the materials quarried by the Railway Department, together with Rs. 2,000 towards the costs of the suits. The Board considers that the most that the Revenue Department can be called upon to pay is the sum of Rs. 2,000 for which the costs have been compromised. This liability may be accepted in consideration of the errors committed by the Revenue officers, who were entrusted with the duty of acquiring the land. But there is no reason why the Railway authorities should repudiate liability for the cost of materials of which they have actually had the use and benefit. It may be noted that, in paras 4 and 5 of the Board's Proceedings No. 447 Mis, dated 29th January 1896, the liability of the Railway Department to make good the cost of the materials taken was discussed and the approximate amount payable therefor according to the rates fixed by the District Judge was given at Rs. 9707, against Rs. 2024, the estimate arrived at according to the ratesof the Railway authorities

" P. W. D. (Ry) with Encls

authorities.

3. The Board, accordingly, submits that the Railway Department should be asked to defray the amount of Rs. 10,000 now payable to the Zemindar on account of materials quarried.

(True Extract)

(Signed) R. C. C. Carr.
Secretary.

To the Secretary to Government, Revenue Department
with the memo and 18 enclosures returned.

822
Ry C No. 225/98

CONSULTING ENGINEER FOR RAILWAYS
RECEIVED
FEB. 1898
MADRAS.

Revenue Department.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

-----$-----

Read again G.Os.

1. 1680 R., dated 8th September 1897, referring to the Board of Revenue for favour of remarks, Flag E Proceedings of the Public Works Department, No. 3639 C, dated 25th August 1897, transferring letters from the Manager, East Coast Railway, regarding the acquisition of the Conical Hill, Kistna District.

2. Flag A 5850 Mis., dated 13th November 1897, referring to the Public Works Department for remarks the Board's suggestion regarding the amount payable by the Revenue and Railway Departments in the Conical Hill case, Kistna District.

Read also Memorandum from the Public Works Department, Railway Branch, No. 49 R.M., Flag R dated 8th Decr. 189 stating that the Manager, East Coast Railway, is prepared to pay Rs. 10,000/- for materials quarried in th Conical Hill.

ORDER thereon, No. 621 Mis., d/ 7th February 1898.

1. The Board's proposal in para 2 of its Proceedings No. Flag L 3857 Mis., dated 14th October 1897, that th sum of Rs. 2000/- for which the costs have been compromised may be paid by the Revenue Department, is acceded. The Board is requested to report from what source th expenditure can be met.

2. Orders as to the payment of the amount of Rs. 0,000 on account of materials quarried which is referred to in para 3 of the Proceedings will issue in the Public Works Department.

(True Extract)

H. E. Marjoribanks
Ag: Asst: Sec to Govt

To the Bd: of Rev. (L.R.)
" P. W. D. (Ry) with Encls
" Acct: Genl:

M.S.
9 Feb 98