

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 2011

Press
~~Mis.~~

238-239

Dated

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Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
19th October 1861.*

No. 238. Read the following Proceedings of the Board of Revenue, dated 8th October 1861,
No. 5,467 :—

Read the following letter from J. FRASER, Esq., Collector of South Canara, to W. HUDLE-
STON, Esq., Secretary to the Board of Revenue, Chepauk, dated Mangalore, 28th
September 1861, No. 171.

SIR,

1. I have the honor to forward translation of the plaint in a suit that has just been filed
against me in the Mufi Sudder Amin's Court here, by one Luis Saldanha, a Salt Contractor,
and of the answer I propose to put in.

2. The suit is in all respects similar to that filed by
F. M. Tellis,* except that no excess Salt was landed or
destroyed.

3. The Board will be able to gather all particulars from the documents sent. I need not,
therefore, write at greater length.

4. I solicit permission to defend the suit at the public expense.

5. The time for filing the answer expires on the 14th October; but I shall obtain an
extension sufficient to enable the Board's reply to reach me before I taken any steps in the case.

Original Suit No. 54 of 1861.

To the Mufti Sudder Amin of Mangalore.

Luis Saldanha, son of Joze Saldanha, residing
at Bolar, Kodial Mogani, in Mangalore } Plaintiff.
Talug.

Versus

1st. J. Fraser, Esq., Collector of South Canara. } Defendants.
2nd. Anna Rao, Deputy Collector of ditto. }

Plaintiff, Luis Saldanha, sues for Rupees 1,486-5-8.

1. On the 20th September last, the 1st Defendant in accordance with my Darkast, obtained
from me a contract to supply for the monopoly sale at Buntwal and Pane, Mangalore Depôts,
800 Garces of 424 marcals each of Bombay Salt of the crop of Fasli 1269, at 58 Rupees per
garce, deliverable by measurement into boats in the Mangalore river, inside the bar.

2. The Salt contracted for was to be delivered (in specified quantities) in the following
months, viz., November, December, January, February and March. The contract obtained by
the 1st Defendant from me, on the pledge of landed property stipulates, that if any quantity of
Salt is brought in excess of first instalment, the same shall be taken to make up the deficiency in
the second instalment; that no deficiency in the first month will be made good by the excess
in the second but shall render me liable to pay to Government a fine of Rupees 10 per garce
on the deficient quantity; that Government should empty the vessels bringing salt within
six days from their arrival, and receive their contents by measurement, and pay me their value
on my producing certificates of delivery; and that failing these, Government should indem-
nify me for any loss that may accrue to me.

3. But neither the 1st Defendant nor the 2nd Defendant, who is in charge of the Salt Depart-
ment, received or discharged by measurement the Salt brought by vessels, as they came, which
they detained for several days, thereby subjecting me to great expense and loss. They further,
in opposition to the terms of the contract, caused me to raise three sheds, and store the Salt in
them and in the Mangalore depôt, up to March last, at my own expense, and also at my own
expense to ship the Salt by measurement into boats, for transport to Buntwal and Pane, Manga-
lore depôts, which put me to loss.

4. According to the contract the Salt was to be transported direct to Buntwal and Pane,
Mangalore depôts, immediately on its arrival in the Mangalore river. On the contrary the

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Defendants caused me to keep it in store by measurement, and again by measurement to deliver it. Hence the decrease in the second measurement in comparison with the first is attributable to the Defendants, who are liable to compensate me for the loss accrued to me from this, and from the delay in receiving the Salt and paying its value. On the 9th July last, I addressed the 1st Defendant a Petition No. 11 on the Revenue file with a list particularizing the sums due to me, but he rejected my petition, refusing to pay the dues; I, therefore, claim from the defendants as follows:—

	RS.	A.	P.
1. Cost for landing Salt from vessels...	154	2	8
2. Portion of ditto for raising three sheds for putting Salt in ...	190	4	5
3. Additional freight paid to Manjeemen for long detention of their vessels..	91	0	0
4. Cost for removing Salt from Manjees to sheds and a depôt...	262	6	4
5. Cost for conveying Salt by measurement from the sheds and depôts to the Mangalore depôt, and for delivering it into boats...	195	3	8
6. Value of baskets purchased for conveying Salt in ...	10	8	0
7. Salaries paid to Police privates employed for desisting the men of the vessels from committing violence which they were likely to do owing to their long detention...	20	1	4
8. Value of 17 G. 71 M. delivered by measurement at Mangalore Talavoo depôt...	51	7	9
9. Value of small Garce 4, M. 24 or large G. 3, M. 352 being the decrease in the second measurement in the amount of 242 G. 58 M., kept in store, at 58 Rupees per garce...	222	2	4
10. Value of 25 sealed canisters which contained specimens of Salt brought from Bombay...	3	2	0
11. Ditto of 44 mercahs of Salt, being the amount of specimens brought in 44 vessels at one merchal per each...	6	0	4
12. Interest on the Items 1 to 4 from 1st April last to this date...	29	8	9
13. Ditto on Items 5 and 6...	4	9	6
14. Ditto on Item 8 from the 16th March to this date...	2	7	0
15. Ditto on the value of Salt which was not paid in time as provided for in the contract...	243	5	7
Total.....	1,486	5	8

I pray the Defendants may be summoned and examined, and a decree passed awarding to me the foregoing amounts with interest on the principal to date of payment.

I, Luis Saldanha, Plaintiff in the above statement, do declare that what is stated therein is true to the best of my information and belief.

8th August 1861.

(Signed) S. SALDANHA.

Filed 22nd September 1861.

(True Translation.)

(Signed) J. FRASER,
Collector.

Answer.

1. The Plaintiff has neither legal nor equitable claim to any one of the items for which he sues.

2. By the contract deed signed by Plaintiff, and which will be filed in evidence, it will be seen that the Collector was bound to unload within six days from date of arrival, such vessel only as could come laden over the bar into the river. Only two such arrived, and their cargoes were discharged within the stipulated time. The cargoes of those vessels which remained outside the bar were discharged as fast as the means of the port would admit of.

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3. The Plaintiff agreed, as may be seen from his petition and deposition, to bear *himself* all costs of landing Salt before measurement (in order that the vessels bringing it might not be delayed), and all costs of re-measuring and shipping it for Buntwal.

4. The price of the Salt delivered was generally paid the day of, or day after, the production of the proper receipts by the Plaintiff. Any delay that occurred was caused by the non-attendance of Plaintiff himself.

5. The price of the canisters and the sample Salt they contained is not legally due, as there is no stipulation in the Contract Deed that they shall be paid for. Still in accordance with an Order of Government in the case of F. M. Tellis, these will be paid for; not however, the exorbitant quantity of 44 mercahs which the canisters are said to have contained by Plaintiff. They held at most one seer each. The valuation will, therefore, be as follows:—

	RS.	A.	P.
25 canisters ...	3	2	0
25 seers of Salt ...	0	1	4
	3	3	4

which sum is paid into Court.

5. All acts done by 2nd Defendant in the matter of this suit were done under the orders, or with the cognizance and consent of 1st Defendant, who, therefore, prays that this answer may be taken for both himself and 2nd Defendant.

6. First Defendant prays that for the reasons shown, this Suit may be dismissed with costs.

(Signed) J. FRASER, Collector.

1. Ordered to be submitted to Government, with reference to the Board's Proceedings, dated 19th August 1861, No. 4,528, on the subject of the former Suit quoted by the Collector, and with the Board's recommendation that the defence of the Suit at the public cost be authorized, and the Collector instructed to file the proposed defence.

2. There was no Salt destroyed in this instance, and Plaintiff merely sues for recovery of expenses and losses incurred in landing and in re-measuring the Salt brought in the vessels which from their size could not cross the bar and discharge inside into the Salt boats.

3. The Collector pleads that the terms of the contract were fairly and fully maintained by him, and that any loss Plaintiff may have sustained is due to his own act. The Board consider the answer sufficient.

(A true Copy and Extract.)

(Signed) W. HUDLESTON, Secretary.

No. 239. ORDER THEREON, 19th October 1861, No. 2,011.

The Government grant authority for defending on the usual terms, at the public expense, the Original Suit No. 54 of 1861, instituted in the Court of the Mufti Sudder Amín of Mangalore by one L. Saldanha against the Collector of South Canara and his Deputy, as reported in the foregoing Proceedings.

(Signed) J. D. SIM,
Secretary to Government.

ENCLOSURE No. 2.

Answer.

1. The Plaintiff has neither legal nor equitable claim to any one of the items for which he sues.
2. By the Contract deed signed by Plaintiff, and which will be filed in evidence, it will be seen that the Collector was bound to unload within six days from date of arrival, such vessels *only* as could come laden over the bar into the river. Only two such arrived, and their cargoes were discharged within the stipulated time. The cargoes of those vessels which remained outside the bar were discharged as fast as the means of the port would admit of.
3. The Plaintiff agreed, as may be seen from his petition and deposition, to bear *himself* all costs of landing salt before measurement (in order that the vessels bringing it might not be delayed), and all costs of re-measuring and shipping it for Buntwal.
4. The price of the Salt delivered was generally paid the day of, or day after, the production of the proper receipts by the Plaintiff. Any delay that occurred was caused by the non-attendance of Plaintiff himself.

5. The price of the canisters and the sample salt they contained is not legally due, as there is no stipulation in the Contract deed that they shall be paid for. Still in accordance with an Order of Government in the case of F. M. Tellis, these will be paid for; not, however, the exorbitant quantity of 44 mercahs which the canisters are said to have contained, by Plaintiff. They held at most one seer each. The valuation will, therefore, be as follows:—

	rs.	A.	P.
25 canisters	3	2	0
25 seers of salt	0	1	4
	3	3	4

which sum is paid into Court.

5. All acts done by 2nd Defendant in the matter of this Suit were done under the orders, or with the cognizance and consent of 1st Defendant, who, therefore, prays that this answer may be taken for both himself and 2nd Defendant.
6. First Defendant prays that for the reasons shown, this Suit may be dismissed with costs.

(Signed) J. FRASER, Collector.

ENCLOSURE No. 3.

ABSTRACT.—Translation of an agreement executed by Luis Saldanha, engaging to deliver Bombay Salt for the monopoly of South Canara.

ENCLOSURE No. 4.

ABSTRACT.—Translation of a Petition addressed by Luis Saldanha, to the Deputy Collector in charge of Salt Department, South Canara, complaining of the delay in unloading vessels which had brought supplies of Bombay Salt contracted for by him.

1. Ordered to be submitted to Government, with reference to the Board's Proceedings, dated 19th August 1861, No. 4,528, on the subject of the former Suit quoted by the Collector, and with the Board's recommendation that the defence of the Suit at the public cost be authorized, and the Collector instructed to file the proposed defence.
2. There was no Salt destroyed in this instance, and Plaintiff merely sues for recovery of expenses and losses incurred in landing and in re-measuring the Salt brought in the vessels which from their size could not cross the bar and discharge inside into the Salt boats.

