

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	2482	Press
		<u>Mis.</u>
	306.307	
Dated	28-11-1918	

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
25th November 1862.*

No. 306. Read the following Proceedings of the Board of Revenue, dated 17th November 1862, No. 7,542 :—

Read the following letter from E. B. FOORD, Esq., Acting Collector of the Kistna District, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, dated Masulipatam, 11th November 1862, No. 279.

SIR,

1. I have the honor to report that one Challa Soobbaya, at present residing at Madras, has preferred a Suit in the District Moonsiff's Court at Masulipatam, against Cadapa Kristna Rau, late Tahsildár of Bezwada Taluq and now Serishtadár in the Sub-Division of this District, for the value of a boat, being 420 Rupees, and loss of freight amounting to Rupees 380, total Rupees 800, as described in the plaint.

2. A translation of the plaint, and a Memorandum detailing briefly the circumstances connected with the case, are enclosed.

3. It would appear that in 1851, the Bezwada ferry was farmed out to the Plaintiff, who having used and damaged the boats belonging to the previous Renter (the Vulloor Zamindár) the latter petitioned the Commissioner for the Northern Circars, for compensation from the Plaintiff, on account of the wear and tear of his boats, while in Plaintiff's use. Upon this Petition being referred to Mr. Lushington, late Collector, for inquiry, he directed the Bezwada Tahsildár, the Defendant in this Suit, to retain according to the Plaintiff's request, the boat in question, as security for the required compensation, which the Tahsildár accordingly did.

4. The Plaintiff then wrote to the Tahsildár that the boat should be made over to one Mr. Howell, his agent at Bezwada, either to send it down to Bandar, or to keep it at Bezwada. Mr. Howell also wrote to the Tahsildár, that he was authorized by Plaintiff to take charge of the boat; and that if it be not delivered to him, the Tahsildár would be responsible for any damages.

5. The Tahsildár submitting the two letters, asked for instructions. He was directed to make over the boat to Mr. Howell, if the Plaintiff gave security for the amount, estimated to meet the repairs required to the previous renter's boat. This security, however, was not tendered by the Plaintiff.

6. When the whole record of the inquiry about the compensation, required by the previous renter, was forwarded to the Commissioner for the Northern Circars, he directed that the previous renter should be referred to the Civil Courts. Thereupon the Collector ordered that the boat should be made over to the Plaintiff.

7. The Tahsildár wrote to the Plaintiff, and told him also in person, to take charge of the boat but Plaintiff neglected to do so, and went to Madras. Upon this being reported to the Collector, he directed that the boat should be made over to Mr. Howell, provided he gave an agreement, binding himself responsible for any demands of the Plaintiff. Mr. Howell accordingly executed a Kararnamah, and took charge of the boat.

8. The Plaintiff subsequently petitioned Mr. Knox, late Collector, that either the boat should be returned to him in good order, or the value thereof should be paid, as well as the hire for crossing the Anicut materials for which purpose he asserted it had been used.

9. Mr. Knox sent him a copy of Mr. Howell's receipt, and stated in the endorsement given to Plaintiff, that there was nothing to be done about the alleged hire due to him, at that distance of time, and in the absence of documents to bear out his statements.

10. The Plaintiff now says in the plaint, that the Defendant kept in his possession the boat in question, contrary to the order issued to him, and failed to secure it, by which it was damaged, and that he should therefore be made either to deliver the boat to him or to pay the amount sued for.

11. Although the Plaintiff does not sue the Collector or the Government, yet, as the Defendant was only acting under the orders of his superior, the Collector, and as there was apparently no culpable neglect on his part, in carrying out the orders of the Collector, as imputed

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to him by the Plaintiff, I submit, for the consideration and orders of the Board, that the defence should be conducted by Government at public cost.

12. The time for filing the answer will expire on the 15th November, but the Defendant has been directed to apply for more time, pending the orders of the Board.

ENCLOSURE No. 1.

Brief Plaintiff.

No. 584 of 1861.

To the District Moonsiff's Court, Masulipatam.

Complaint preferred by the Plaintiff Challa Subbiah, at present residing at Madras, against the Defendant Cadapah Kristna Rau, late Tahsildar of Bezwada Taluq, and present Serishtadar of the Sub-Collector, Kistna District, at present residing at Betchupeta.

1. In Fasli 1262, I tendered as security, one flat boat, and a boat belonging to me, for the Government boat which was used in the Kistna ferry at Bezwada which was rented by me.

2. The term of the rent having expired, a month afterwards, I presented an Arzi to the Collector, requesting him that the said boat, and flat boat might be ordered to be put in my possession. The Defendant, contrary to the orders issued to him, in regard to my flat boat, which was pledged as security until the disposal of an Arzi, presented to the Commissioner by the late renter, retained the said boat in his possession, and failed to secure it, by which it was carried down by the current of the freshes, and was damaged.

3. The Commissioner afterwards rejected the Petition of the late renter. The then Collector therefore issued a Hukum to the Defendant, directing him to return to me my flat boat. I therefore demanded the Defendant by all means in my power, either to return to me the said boat after having it repaired, or to pay me its price. But he failed to do so. I therefore prefer this Suit.

Value of the said flat boat as fixed by the Engineer during the inquiry	RS.
instituted about the security.....	420
Freight due to me, the boat having not been properly returned to me...	380
	800

As this sum is due to me, I pray the Court will examine and pass a decree, so that the Plaintiff should pay me the said amount with costs,
29th April 1861.

(Signed.) KURUMADDALI MALLIAH, *Pleader.*
Filed 29th April 1861.

(Signed.) P. VENKATAKRISTAYA,
District Moonsiff.

(True Translation.)

(Signed.) E. B. FOORD, *Acting Collector.*

ENCLOSURE No. 2.

Memorandum.

1. In Fasli 1861, the Bezwada ferry was rented by the Plaintiff, who used a boat belonging to the previous renter, the Zamindar of Vallor, which was then on the Kistna river, and got it damaged. The Zamindar consequently complained in 1851 to the Commissioner for Northern Circars to have his boat repaired by the Plaintiff.

2. The Petition was referred by the Commissioner to the Collector for inquiry. The Civil Engineer framed an estimate for Rupees 112-14-9, being the cost required to repair it. Mr. Lushington, the then Collector, gave an endorsement, stating that if the Plaintiff gave security to repair the boat, in case the Commissioner for the Northern Circars directing that the Plaintiff should be held responsible to cause the required repairs to be executed to the damaged boat, the boats mortgaged, by Plaintiff to Government, for his own rent would be returned to him.

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* 31st July 1862.

3. With reference to that endorsement, that Plaintiff submitted an Arzi* in which he stated that as he would keep the small flat boat at Bandar, as security required of him, the other boat might be made over to him.

No. 336, dated 9th August 1852.

4. The Collector then issued an order to the Defendant directing him to deliver the small boat to the Plaintiff, as requested by him, and to send a peon with the Plaintiff's people, while they were bringing the small flat boat to Bandar, as security, for the purpose of delivering that boat to the Tahsildar of the Bandar Taluq.

† 10th August 1852.

5. The Plaintiff wrote a letter† to the Defendant, to say that the latter should deliver the small boat to one Mr. Howell, and obtain from him a receipt bearing his (Plaintiff) signature for the same; that the small flat boat which was promised to be kept under security should be left with Mr. Howell, with instructions either to send it to Bandar, or if it were inconvenient to do so, to keep it in Bezwada. Mr. Howell accordingly took possession of the small boat, and granted a receipt‡ to the Defendant. Mr. Howell wrote a letter to the Defendant to say that the Plaintiff had written to him, desiring him to take charge of the small flat boat also, and that if it be not delivered to him, he (Defendant) would be answerable for any damage the boat might sustain.

‡ 3rd September 1852.

No. 293, dated 4th September 1852.

6. The Defendant submitted an Arzi to the Collector, forwarding the papers referred to, and requesting instructions as to the manner in which he should act, in regard to the small flat boat.

13th September, No. 49.

7. An order was issued to the Defendant, directing that he should make over to the Plaintiff the small flat boat also provided he would tender security for the amount equivalent to the estimated amount referred to above.

8. The Defendant thereupon submitted an Arzi stating that he wrote to the Tahsildar of Bandar, where the Plaintiff resided, to obtain from him (Plaintiff) the security in question, and forward it to him (Defendant).

22nd September, No. 329.

9. The Plaintiff wrote a letter to the Defendant telling him he should hold him responsible. Defendant sent to the Collector this letter also, and requested instructions for his guidance. In the said letter the Plaintiff stated that if the flat boat had suffered any injury by its not having been put in possession of Mr. Howell he would prefer a complaint against the Defendant and recover from him its value, Rupees 420, together with costs and interest.

23th September, No. 445.

10. The Collector afterwards issued an order to the Plaintiff stating that the Vulloor Zamindar was informed that he should seek redress through the Civil Court regarding his claim, and that the small flat boat should be put in possession of the Plaintiff and a receipt obtained for the same.

16th October, No. 267.

11. The Defendant submitted an Arzi stating that he addressed two or three letters to the Bandar Tahsildar to send the Plaintiff to take charge of the flat boat; that that Officer stated in reply that the Plaintiff was about to go to Bezwada on his way to Madras; that when he came to Bezwada, he (Defendant) sent word to the Plaintiff through the Zilladar of Bezwada Mutah, and the Police Javabneviss, desiring him to take charge of the flat boat that he (Defendant) also spoke to him on the subject; that the Plaintiff seeing the boat said he had no objection to take charge of it, but that he was speaking to Mr. Howell about selling the boat to him, and that as soon as the bargain was settled he would take charge of the boat, and without giving the Defendant any intimation.

25th October, No. 497.

12. The Collector again issued an order to the Defendant directing him to ascertain and report whether Mr. Howell had any authority on behalf of the Plaintiff. The Collector wrote under that order, "The sole object of this order is to ascertain whether any one at Bezwada has due

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" authority from the owner of the boat to make use of it. The Government is not in any way
" responsible for property which the owner may chose to neglect."

28th October.

28th October, No. 388.

13. Mr. Howell wrote to the Defendant, to say that the small flat boat should be delivered to him, as he was authorized by the Plaintiff to take charge of it. The Defendant sent that letter to the Collector with an Arzi.

2nd November, No. 517.

14. An order was again issued by the Collector to the Defendant directing to deliver the boat to Mr. Howell taking from him an agreement conditioning that if the Plaintiff would at any time say he had never authorized Mr. Howell to take charge of the boat, he (Mr. Howell) would be responsible for it, and to take a receipt from the latter for the same and send it to the Huzur. The Defendant accordingly delivered the boat to Mr. Howell and forwarded to the Collector the agreement and receipt taken from him with an Arzi.

15. In the agreement it was stated that as the Plaintiff had desired him (Mr. Howell) to take charge of the small flat boat the Defendant delivered it to him with its gear; that in the event of the Plaintiff stating in future that he had never authorized him (Mr. Howell) to take charge of the boat in question he (Mr. Howell) would be responsible for it. The agreement and receipt were attested by the Moonsiff and Curnum of the Bezwada village.

8th April 1860.

26th July 1860.

16. The Plaintiff addressed a Petition to the Collector that his boat was damaged by the Defendant and that hire for getting the Anicut materials crossed by his boat was due to him. The Petition was endorsed by Mr. Knox who sent to the Plaintiff copies of the agreement, and the receipt referred to, and stated that the boat was delivered to Mr. Howell at his own request and that nothing could be done in the matter at this distance of time.

4th May 1861.

17. The Plaintiff again submitted a Petition on the subject, but he was referred to the above endorsement.

18. The Plaintiff now sues the Defendant in the Moonsiff's Court for Rupees 800. He states in his plaint that the Defendant kept in his possession the boat in question contrary to the Hukum issued to him and failed to secure it by which it was damaged, and that he should therefore be made either to deliver the boat to him (Plaintiff) after having it repaired or to pay him the money sued for.

(True Translation.)

(Signed.) E. B. FOORD, *Acting Collector.*

1. Ordered to be submitted to Government, with the Board's recommendation that the Collector be instructed to apply to the Court to be included in the Suit as a Supplemental Defendant, and for an extension of time to put in the defence, and that he be further desired to submit a draft answer for approval.

2. The late Tahsildar should plead solely that he was acting under the instructions of his superiors, and is not responsible.

(True Copies and Extract.)

(Signed.) W. HUDLESTON, *Secretary.*

No. 307.

ORDER THEREON, 25th November 1862, No. 2,482.

The Board will instruct the Acting Collector as they propose, but the Government cannot pass final orders in the matter until the usual draft answer is submitted.

(Signed.) J. D. SIM,

Secretary to Government.

Rev. 1802 Deane.
No. of Good Form
N. 3175.

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Board of Revenue*

Dated 17th

Decr. 17

Decr. 18th

£ 20th 20th 20th

To J. M. D. 1102
No. of M. D. 1102
£ 10th 3434 in 1802

Submitting a letter
from the Collector of the
Madras District request-
ing the defence of the
public sale of certain
land sold against the
Collector of Madras.

1802. 25th Nov

With records

1802. 24th Decr.

The Board will in-
struct the Deputy Collector
as they propose - but the
Board cannot have final
orders in the matter un-
til the actual draft
order is sent -
= Smith -

1802. 24th Decr. }
25th Nov 1802 }

11 Office of the 30th Decr. }
with 20th Decr. 1802 }
L. M.