

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	3109.	Press Mis.
<u>65-66.</u>		
Dated	4 th December	1869..

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
4th December 1869.*

No. 65. Read the following Proceedings of the Board of Revenue, dated 16th November 1869, No. 8,468:—

Read the following letter from the Collector of North Arcot, to the Acting Secretary to the Board of Revenue, dated Chittoor, 30th September 1869, No. 293.

ADVERTING to the Board's Proceedings, dated 1st February last, No. 681, calling upon me to submit detailed information as to the loss which the contractors of the stone quarries near the Sholinghur Railway Station have suffered owing to the withdrawal of the leases granted to them by Mr. Wilkinson and myself, I have the honour to submit copy of a letter, dated 29th May 1869, No. 196, from Mr. Lee-Warner, in which he reports the result of the inquiries which he was requested by me to make into the matter.

2. I append detailed memorandum of losses filed by the contractors, and shall now proceed to notice *serialim* the several items as they stand in this list.

3. In the opinion expressed by Mr. Lee-Warner on this item I do not concur.

Item No. 1.—Interest at one per cent. on the Izara sum of 375 rupees. The contractors having paid down a deposit on the requisition of the Divisional officer on account of the lease

which that officer then granted to them on his own responsibility, and that deposit not having been withdrawn until both that and the renewed lease granted by myself had been cancelled by Government, the contractors should, I think, be paid interest on the deposit from the date it was first lodged by them in the Talook Treasury up to the date on which notice of the cancellation of the second lease was served on them. The interest so calculated would amount to Rupees 92-4-4. In making this recommendation I must admit that Mr. Lee-Warner's conjecture that the contractors held back in order to establish a point of law in their favour is by no means improbable; but, be this as it may, unless some concessions are made in this and other items of the bill, the chances of a settlement are very remote.

4. This item also might perhaps be disputed, as the contractors live within a couple of miles of the Head Assistant's Catcherry, and could have pleaded their own case without much personal inconvenience. This, however, and the two following items might, as Mr. Lee-Warner recommends, be admitted, not as of right perhaps, but as concessions made towards some reasonable settlement in respect to the larger items of the bill.

Item No. 2.—Rupees 75 being the amount paid to Vakeel.

5. As regards this item I concur with Mr. Lee-Warner in thinking that it is simply preposterous, and that it should not, for the reasons given in paragraph 3 of his letter, be allowed.

Item No. 5.—Rupees 575 being the stones quarried at the contractors' expense and carted away by one Moonesawmy Naick.

6. I have had great difficulty in making up my mind about this item. The contractors allege that they paid 3,000 rupees as damages for breach of engagement to one Gajaraja Moodelly, the stipulation being that they were to supply to him within a given time a certain number of demarcation stones, or, in default, to pay a penalty on each rupee,

Item No. 6.—Rupees 3,000, loss by the failure of contract with one Gajaraja Moodelly.

*Proceedings of the Madras Government. Revenue Department,
4th December 1869.*

which would, on the aggregate, amount to Rupees 3,000. The contractors now allege that they were unable to fulfil the terms of their engagement in consequence of the cancellation of the leases, and were thus compelled to pay the full forfeit to escape legal proceedings. In proof the contractors produce a lawyer's letter threatening them with a civil action, and Gajaraja Moodelly's receipt for the money paid up under this pressure.

7. The weak features in this transaction are very fully exposed in the fourth paragraph of Mr. Lee-Warner's letter. They are as follows:—

1st.—That there is no mention in the agreement signed by Gajaraja Moodelly as to the disposal of Rupees 500 paid by him as advance to the contractors in the event of their failing in their engagement. This defect would, I apprehend, weaken the general validity of the bond if produced in evidence before a Civil Court.

2nd.—That the contractors were inactive from first to last in supplying any instalment whatever of the stone they had engaged to deliver, although, in fact, the cancellation of their lease did not in any degree affect the access they had had, in common with others, to the quarries, but merely their exclusive monopoly in the working of these quarries. It appears to me that this defect alone would be fatal to their chances of success if the contractors chose to make this transaction a matter of civil action.

3rd.—The exceedingly suspicious circumstances under which the penalties were eventually demanded and paid up by the respective parties to the transaction. For instance, on the one hand we have Gajaraja awaking up, after an inactivity of two years, to a sudden appreciation of his own interests. His demand, conveyed in the form of a lawyer's letter, is for Rupees 3,625, alleged to be due for penalties on breach of contract, interest on money advanced, and professional fee. He eventually gives his receipt for that full amount on payment by contractors of Rupees 3,000. On the other hand, the contractors, after having made no effort during the long interval of eighteen months to fulfil even in part their engagements, pay up at once and without demur, Rupees 3,000 in full of the demand so made on them.

8. Now, considering that both parties live in the same street and are related to each other, and that this large payment does not find place in the Day Book in which other very much smaller transactions are minutely entered, there is very good reason to suspect that the whole negotiation is a sham, and that there is, as Mr. Lee-Warner conjectures, "another agreement lurking behind it binding the two contractors to pay to Gajaraja Moodelly what they get from us in consideration of the receipt having been given."

It would probably be very difficult to verify this conjecture, and the question now is whether this item of the claim should be admitted in whole or part on the evidence adduced, or whether the parties shall be required to give further proof in regard to the action they took on the lawyer's letter.

I am myself in favour of a compromise on the evidence produced, and would recommend that the contractors be offered two-thirds, or Rupees 2,000 in settlement of this item of their claim.

This would be a very liberal arrangement as, under any circumstances, these men should not be permitted to benefit to the full by their own laches.

*Proceedings of the Madras Government. Revenue Department,
4th December 1869.*

9. The engagement into which these contractors entered with Gajaraja Moodelly was for three years, beginning from January 1867.

The lease was not disturbed until June 1868, so that, even had their ability to fulfil the contract depended on the confirmation of the lease, there was still an interval of some eighteen months, during which the stipulated delivery of stone might have been made. The uncertainty as to whether their lease would be confirmed or cancelled might affect preliminary arrangements and the scale of their operations. As, however, it was only a question whether they were to hold the monopoly of certain quarries or have that general access to them which they enjoyed in common with others and which at no stage in the matter had been interrupted for a single day, there was nothing to prevent their making large deliveries of stone during the whole time.

10. Under the circumstances described in paragraph 5 of the Head Assistant's letter, it is obvious that this charge is quite inadmissible. The contract was with one Narrainasawmy Chetty for the supply of fuel and charcoal, no part of which was ever delivered. These men should be left to recover the advance of Rupees 35 made to Narrainasawmy Chetty in the ordinary way.

Item No. 6.—Being the loss sustained by the failure of contract for fuel with one Narrainasawmy Chetty.

Item No. 8.—Rupees 150 loss sustained by failure of contract for fuel with Condapan Chetty.

Items Nos. 9 and 11, Rupees 49-5-6 and 4-0-0, charges for publishing notices, etc., and value of stamp paper for Muchilkas.

Item No. 10.—Rupees 49-8-0 cost of establishment.

Item No. 12, Rupees 510, includes fifteen minor items being advances to maistries and coolies.

11. This is a precisely similar transaction, and the parties should be left to seek their own remedy in respect to the advance.

12. These petty claims might be admitted on the proof of the Daily Ledger or other reliable account.

13. This pertains to the lease renewed by myself and cancelled shortly after. The charge may, therefore, be admitted.

14. From the vernacular accounts filed by the contractors it appears that these fifteen items represent advances ranging from Rupees 21 to Rupees 100 in amount made to gang maistries and stone-cutters. Of these items, nine (not eight as stated by Mr. Lee-Warner) rest on regular bonds, viz.:—

One	for Rupees	100
Two	"	25
Two	"	15
Four	"	5

and several of them (particularly those for the larger amounts) are recoverable (if not already recovered) in whole or part.

I beg to recommend that a full discretion be given to settle these several items on the proofs offered by the claimants in respect to the recoverable or doubtful character of the advance. Several of these items will have to be very liberally dealt with, as they pertain to petty advances made under circumstances

*Proceedings of the Madras Government, Revenue Department,
4th December 1869.*

which will render their recovery at this distance of time very difficult, if, indeed, at all possible.

Item No. 13, amounting in all to Rupees 90-10-0, includes twelve minor items. 15. These pertain to the second lease, and should be admitted.

16. This claim appears to me utterly preposterous, and should be rejected.

Item No. 14.—Rupees 5,000.

It represents the total profits which these contractors allege they would have made in the transaction but for the cancellation of their lease. A minute schedule of losses is put in; but in it is not one single rupee shown as set-off on account of profits made, or which might have been made, during the eighteen months they held the monopoly under the first lease.

I have already shown that these contractors' access to the quarry fields was not obstructed for a single day during the whole period, and that the cancellation or confirmation of the lease only actually affected the interests of their rivals in the trade and not their (the contractors') ability to continue operations on the same footing as before the question of monopoly ever was raised. These contractors may probably be entitled to liberal consideration in respect of the specific claims reviewed in this letter, but can have no possible title to benefit further by their own laches.

17. Having thus reviewed these several items of claim, I would beg to recommend that I be authorized to offer to these men, Rupees 3,500 in full of all and every demand which has arisen or may hereafter arise out of this ill-fared transaction.

18. In the event of the contractors declining to close with this offer, I would propose, as an alternative arrangement, that the whole case should be referred to arbitration under such preliminary instructions as the Government may see fit to issue on the Board's Proceedings on these papers.

ENCLOSURE No. 1.

From J. LEE-WARNER, Esq., Acting Head Assistant Collector, to the Collector of North Arcot, dated Ranipett, 29th May 1869, No. 196.

With reference to your letter, No. 251, I have the honour to submit my opinion in particular on all the items furnished in the detailed account of loss which accompanied the petition of Contractors Comarasawmy Moodelly and Narrainasawmy Moodelly, sent to my office for report.

2. Please refer to the detailed account Rupees 83-2-0. So far from our making objections to return to the parties, the Izara sum which they had deposited, we specially invited* them to

* See inkeed to Wallajah Talook Sheristadar, No. 233, dated 29th November 1869.
Arzi of the above Officer, No. 163, dated 26th December 1867.
Takeed to the above, No. 6, dated 4th January 1863.

come forward and receive it back. They persistently held back no doubt under the impression that they would establish a point of law in their favour. What they have really done seems to be to have lost the interest of their money, as, with our evidence, we should not admit the claims Rupees 75, Rupees 15 and Rupees 77-9-3. These are various ready-money payments made to Lawyers, Printers, and Clerks, etc. The amount is not excessive. The parties do not produce receipts for the different items of the amounts when challenged; but Comarasawmy Moodelly produces his own private account book, in which he appears to have entered all the daily expense incurred during the short time the lease held good. This amount may be admitted.

*Proceedings of the Madras Government, Revenue Department,
4th December 1869.*

3. Rupees 575.—This charge is absolutely ridiculous: even if we believe that so many carts of stones had been quarried at the contractors' expense, and that the expense of such quarrying is not already entered in the amounts of advance made to stone quarries which is charged against us in another part of this loss amount, we never took the stones away from the parties nor forbade them to cart them. The quarries were thrown open to public competition; and if they, (petitioners,) to the neglect of their own interests, allowed Moonesawmy Naick to carry off their stones, quarried at their expense, their remedy lies in the Civil Courts, not against us but against Moonesawmy Naick.

4. Rupees 3,000.—This is a large sum. It is claimed on the contract marked by me with the letter M., in which Comarasawmy Moodelly and Narrainasawmy Moodelly have contracted with one Gajaraja Moodelly on the 24th January 1867 to keep him supplied with demarcation stones at the rate of 1,000 rupees worth a-month for two years. Gajaraja Moodelly gives an advance of 500 rupees, binding himself to take the stones as they are delivered at the stipulated prices, and to forfeit the 500 rupees paid up if he at any time breaks the conditions. Comarasawmy Moodelly and Narrainasawmy Moodelly, on the other hand, bind themselves to a special penalty of two annas on every rupee worth of stone not delivered according to the terms of the contract. Nothing is said what is to be done with the advance of Rupees 500, should the latter entirely fail in the performance of the contract. Soon after all the contract was settled and all the terms agreed upon, the exclusive Izara of Comarasawmy Moodelly and Narrainasawmy Moodelly, permitting them to quarry stones at Banavaram and elsewhere, was cancelled, and they permitted the two years to run out without making any effort to supply Gajaraja Moodelly with a single one of the stones that had been contracted for. Gajaraja Moodelly waits till the expiration of the two years, the time for which the contract was to run, and then writes a lawyer's letter to the stone contractors threatening them with legal proceedings if they do not at once pay up the Rupees 3,000, calculated at two annas in every rupee for the 24,000 worth that they were to have supplied, together with the advanced sum of money, (Rupees 500) and interest upon that, and the expense of one lawyer's letter, a total amounting to Rupees 3,625-8-0. So punctual were Comarasawmy Moodelly and Narrainasawmy Moodelly in responding to this demand that, on January 22nd, 1869, they actually paid up two days before the full time had run. It may be added that Gajaraja Moodelly was so generous as to remit Rupees 625-8-0 including the expense of the lawyer's letter, and gave a receipt in full of all demands to the petitioners for Rupees 3,625-8-0, although their actual payment was only Rupees 3,000. I have to submit my opinion on the above transactions, which is wholly opposed to the notion that the receipt marked N. is a *bonâ fide* transaction. The two parties live in the same street at Wallajahpett, are constantly thrown together, and are connected by relationship. The original document of contract was very loosely expressed, and the forfeit being of the nature of special penalty (the word used is *warab*) and not damages, it is probable that no Court would have awarded all of the enormous penalty claimed when there had been no loss. The complainants, Comarasawmy Moodelly and Narrainasawmy Moodelly, who hitherto had been keeping an account of every monetary transaction with such alarming accuracy, have no account to show for the money which they state they have paid to the lawyer whom they say they consulted regarding the extent of their obligations on this unfulfilled contract, and who advised them (so they say) to pay the whole sum of Rupees 3,625-8-0 and not go to Court. I lay these facts and these suggestions before you for such use as you may choose to make of them. Myself (I may be in error) I believe the receipt is a fiction and another agreement is lurking behind it binding Comarasawmy Moodelly and Narrainasawmy Moodelly to pay to Gajaraja Moodelly what they get from us in consideration of this receipt having been given.

5. Rupees 150.—This loss is a calculation made upon the contract marked A. Narrainasawmy Chetty agreed to supply petitioners with coal at certain times and in certain quantities, the quantity required being a fixed sum. The petitioners bound themselves to receive the firewood as delivered and pay for it, and gave an advance of Rupees 35. Both parties bound themselves, if either failed in the performance of the contract, to pay the other a special penalty of half a rupee in the pagoda. The petitioners have added up this loss against themselves, calculated for the whole period that the contract was to run, and charged Rupees 150. The other contractor, Narrainasawmy

*Proceedings of the Madras Government, Revenue Department,
4th December 1869.*

Chetty, however, failed in his conditions, as he never brought the coal: so I do not quite see why the petitioners should be so generous as to pay for what they never had the chance of refusing to receive. There is no doubt they could recover also the Rupees 35 advanced to Narrainasawmy Chetty; consequently the loss here stated is false.

6. Rupees 150.—This is a similar transaction for the supply of firewood. The firewood was never supplied, and so both parties failed equally, and there can be no penalty. In this case, Condapah Chetty received Rupees 50 advance. He ought to refund this to petitioner, and this whole loss struck out as false. Rupees 49-5-6, Rupees 49-8-0, Rupees 4, you can judge of the probability of this being a correct charge as well as I can. The vouchers for the expenses are not forthcoming, as many of the payments were made as soon as the expenses were incurred. All the other items on the list, with one exception, are concerned with advances of money made to Head Maistries or to separate individuals for the collecting of persons to work in the stone quarries, or as advances for the purchase of food. There are eight regularly drawn up contracts, but the other items rest on the books kept by Narrainasawmy Moodelly. It is certainly a remarkable thing that some large sums like 60 or 50 rupees are entered in these books without any vouchers for the receipt of the sums from the parties whose names are entered, while in other cases regular documents are drawn up for such trifling advances as 5 rupees on stamped paper. The petitioners state that these advances were all truly made to the individuals named in the list, but that no work was ever done for them. They express great doubts as to the possibility of recovery of all or any of the amounts, as the parties have no fixed abodes and dispersed as soon as ever the news of the second cancelment of the lease reached the quarries. I have no power and no wish to send out summonses all over the country for these separate individuals, but as the amount is not large I suppose it will be best to deal with the claims not as undoubtedly true ones, but as "to be considered" in a general estimate of the total loss sustained by the parties.

7. It may be necessary ultimately to submit all the proceedings which have taken place in the twice-repeated cancelments of the unfortunate lease to arbitration, in which case these separate items will not be required to be so rigidly proved, and an equitable arrangement may be made. I believe the parties might be induced to come to terms, though at present their claim of 5,000 rupees seems enormous. From the very superficial inquiry which I have conducted, the great difficulty is to make out where their profits would have come from and how their losses could have been squared. In the accounts furnished by them there is nothing but expenditure and no receipts, and it is doubtful when the returns of the expenditure were expected by them. The parties should be content with less than half the amount of income which they claimed, but I am not called upon to decide that. I have had great difficulties in finding the records connected with this business, which were necessary to the inquiry. They are nearly all in your office, and I hope you will be able to supply the defects of my report there. Any further particular inquiry that you require I shall be happy to make.

ENCLOSURE No. 2.

DETAILED List of losses filed by Comarasawmy Moodelliar and Narrainasawmy Moodelliar,
Contractors of Stone Quarry near Sholinghur Railway Station.

Detailed account of the loss sustained by us by the cancelment of the original lease.

	RS.	A.	P.
Interest at one per cent. per month on the Izara sum of Rupees 375 for twenty-three-and-a-half months, from 9th January 1867 to 21th December 1868 ...	88	2	0
The amount of fees paid to Vakeel Venkatakristna Moodelliar for pleading on our behalf in the Head Assistant Collector's office ...	75	0	0
Cost of printing the Government petition ...	15	0	0
Cost for rail and conveyance charges, and salaries of Goomastahs, etc. ...	77	9	3
Five hundred and seventy-five carts of stones quarried at our expense and carted away by Moonesawmy Naick and others during the suspension of the Izara ...	575	0	0
Loss by the failure of our contract with one Gajaraja Moodelliar ...	3,000	0	0
Total ...	3,830	11	3

*Proceedings of the Madras Government, Revenue Department,
4th December 1869.*

The loss sustained by us by the cancelment of the second lease granted by your Honour.

	RS.	A.	P.
Loss sustained by our failure of contract with Mappaty Narrainsawmy Chetty ...	150	0	0
do. do. do. with Chellyar Pillay Condapah Chetty ...	150	0	0
Cost for rail and conveyance charges, and for publishing notices in the News-paper and in the Gazette ...	49	5	6
Amount of salaries of Goomastahs ...	49	8	0
Value of stamp paper upon which the Muchilka was executed ...	4	0	0
Total...	402	13	6

The amount of debt that has been laid out in advance during the original lease.

The sum paid to Seevaram Cannyappen ...	100	0	0
Do. Cannyappen Mannappen ...	25	0	0
Do. Venkatachella Naick ...	75	0	0
Do. W. Valayuthun ...	60	0	0
Do. Stone Cutter Therumalay ...	50	0	0
Do. do. Venkatesan ...	50	0	0
Do. do. Pally Coodathan ...	50	0	0
Do. Vannyadu Govinden ...	60	0	0
Do. Woday Yettigan ...	7	0	0
Do. do. Guruvan ...	4	0	0
Do. do. Pallygan ...	2	0	0
Do. do. Yerravada ...	3	0	0
Do. do. Veeran ...	2	0	0
Do. do. Venkatigan ...	1	0	0
Do. Stone Cutter Aranachellum ...	21	0	0
Total...	510	0	0

During the second lease.

The sum paid to Thappoor Woday Thamary Vencatasawmy and others ...	25	0	0
Do. Para Moka ...	5	2	0
Do. Banavaram Chengama Naidoo ...	10	0	0
Do. Koothempakum Muthappa Reddy and Thimman ...	5	8	0
Do. Wooppara Munigan and Moonesawmy ...	5	0	0
Do. P. Varatha Reddy ...	1	0	0
Do. Arel Mannaroo ...	2	0	0
Do. A. Iyasawmy and Moonesawmy ...	5	0	0
Do. Subraya Moodelly and Moonesawmy Moodelliar ...	15	0	0
Do. Koothempakum Mooroga Charry ...	2	0	0
Do. Perunganchy Vencatachellum ...	10	0	0
Do. Mooroga Charry and others ...	5	0	0
Total...	90	10	0

The lowest amount of income which would accrue to us had not the Izara been cancelled ... 5,000 0 0

Total amount due to us... 9,834 2 9

(True Copy.)

(Signed) E. L. PEARSE,
Assistant Collector for Collector.

ENCLOSURE No. 3.—Petition.

With this letter the Collector submits a report by the Head Assistant with his own remarks on the claims that have arisen out of the cancelment of two successive leases of the Sholinghur quarries to Comarasawmy Moodelly and another.

2. The lessees have preferred a claim for Rupees 9,834-2-9. The Collector goes through each item of the claim and shows the weakness of most of them, and proposes that he be permitted to compromise the whole for Rupees 3,500 if the late lessees will assent; if not, he proposes that the matter be referred to arbitration.

*Proceedings of the Madras Government, Revenue Department,
4th December 1869.*

3. There is no doubt that the lessees have cause of action, and, under these circumstances, it is not desirable that the Government should appear in Court defending their own breach of lease however proper the grounds for annulling them. Arbitration is, the Board observe, out of the question: these things require to be canvassed in their strict legal hearing, but this arbitrators would not do in all probability, and Government would be heavy losers. On the other hand, were they left to the proof of their claim, most of the items would at once be disallowed in the Civil Court.

4. Under the first item there is neither contract nor usage for allowing interest, and it is clear that the parties were urged to withdraw the deposit. Of course, this was not legal tender, but justifies the Board putting them to the proof of their claim.

5. The second and third items cannot be urged in Court as part of claims. They are luxuries, the cost of which falls on the parties incurring them. The item of Rupees 575 for stones carted away by others cannot be sustained. The owners should have protected their own property, or must recover from those who removed the stones which had been cut by the lessees.

6. The claim for Rupees 3,000 is in all probability collusive, and can only be sustained by proof of actual loss and that they could not have fulfilled the contract had they used reasonable diligence although not holding exclusive right over the tract. This was not the case; there was nothing to prevent their cutting like others. So of the other failures of contract alleged.

7. Rupees 5,000, loss under the second lease, is likewise untenable.

8. The Board would recommend that Mr. Handley's opinion be taken as to the position of Government, and that he should be requested to name such a sum as he would advise Government to offer in satisfaction of their claims.

No. 66. ORDER THEREON, 4th December 1869, No. 3,109.

Miscellaneous.

* Procs. of Govt., 27th Oct. 1868, Petition Dept.
Revenue Board's Procs., 19th Nov. 1868,
No. 8,195.
Procs. of Govt., 1st Feb. 1869, Nos. 9-11,
Revenue Department.
Procs. of Govt., 2nd Feb. 1869, No. 2,829,
Revenue Department.

RESOLVED accordingly that the foregoing Proceedings of the Board of Revenue, be forwarded to the Government Pleader for his opinion on the points noted by the Board in paragraph 8. The former papers* on the subject will also be forwarded to Mr. Handley.

(True Extract.)

(Signed) R. A. DALYELL,
Acting Secretary to Government.

To the Government Pleader,
.. the Board of Revenue.

Exd. E. C. Shunker.

W. 3109-

4. December '69.

Resolved accordingly that the foregoing Prop^s of the Board of Revenue be forwarded to the Gov^t Pleader for his opinion on the points noted by the B.R. in para 8. The former papers on the subject will also be forwarded to Mr. Handley.

Pro. of Gov^t 27 Oct. 1868 - Off. Dep^t
 Rev. B. 19 Nov. " - No 8195
 Pro. of Gov^t 1st Feb. 1869 - 9211 Rev. Dep^t
 " 2^d " " 28.29. " "

3. To the Gov^t Pleader with an Encl^d Despt^y
 14. - 28.29.29

Govt. of 1869 Minutes.

REVENUE.

THE GOVERNMENT PLEADER.

Ac. Co. Co.

Dated December 4th.

Recd.

G. O., 4th December 1869, No. 3109.

DECEMBER.
 Nos. 65-66.

From Gov^t Pleader
 Minutes of 13 Dec. 1869
 C. No. 1219

None queries in North Arcot. - Proceed-
 ing Board of Revenue relating to it, forwarded to
 Government Pleader for report on the clauses arising
 out of the amendment of the law.

9-11

12-18

[Faint, illegible handwritten text, possibly bleed-through from the reverse side]