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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

RBV - DEPARTMENT

G.O. No.	2130	Press.
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Dated	27-6-1877	197

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.
REVENUE DEPARTMENT.

27th June 1877, No. 2,130.

Read the following paper:—

Esq., Government Pleader, Madras, to C. G. MASTER,
Esq., Secretary to Government, Revenue Department, dated Coonoor, 22nd June 1877.

I HAVE the honor to acknowledge the receipt of the Proceedings of Government in the
Revenue Department noted in the margin, and,
in reply, to submit the following opinion.

18th June 1877, No. 2,022.

2. I think that the suit, the subject of this reference, should be defended. If the translation of the plaint forwarded by the Deputy Conservator of Forests is a correct version of that document, it does not state any contract on which a legal claim can be founded, but merely an offer and deposit of security. Probably the case the plaintiffs mean to set up is that the offer was accepted and the sale of 49 maunds was in part performance of the contract thus made, but the plaint does not distinctly state this, and on the face of it is open to demurrer on this ground. I understand from the Deputy Conservator's statement of facts that the offer never was accepted and that the sale of the 49 maunds was a separate transaction. The plaintiffs may rely upon some verbal acceptance by the Ranger, and, if so, it must be shown for the defence that such acceptance was beyond the scope of his authority, as I understand it was.

3. The case set up by the plaint being so vague and indefinite, I think it will be best to meet it by a general denial of any completed contract, leaving the details set forth in the Deputy Conservator's draft answer to be substantiated by the evidence for the defence, if necessary. I enclose draft of a written statement such as I think will meet the case.

4. The endorsement of 3rd January 1877, by the Ranger, notifying to the plaintiffs the rejection of their tender, is a very important document for the defence, and care should be taken that it is properly proved. Notice should be given to the plaintiffs to produce it, and in default it may be proved by secondary evidence.

5. The Rupees 150, deposit money, should be paid into Court at the time the written statement is filed.

6. I return all the enclosures.

ENCLOSURE No. 1.

In the Court of the District Munsif of Villaputuram.

Original Suit No. ... of 1877.

1. Pedu Naikenpetta Ravana Chetty.
2. Damarapakkam Aroonachella Moodelly. } Plaintiffs.

Versus.

1. Khader Hussain Saib.
2. Deputy Conservator of Forests, South Arcot. } Defendants.

Written Statement of the defendants.

The plaint does not allege any completed contract on the part of the defendants, and therefore does not disclose any cause of action against them, and the defendants submit that it ought to be rejected under Section 32 of the Code of Civil Procedure.

2. The defendants did not, nor did either of them, enter into any contract with the plaintiffs for the sale of the whole zandalwood in Chengam at the rate of Rupees 3-12-0 per maund in the plaint mentioned, or at any other rate. The plaintiffs did tender for the said wood at that rate, but their tender was rejected as hereinafter mentioned.

3. The defendants admit the tender by the Muchilka of 14th December 1876 (to which document they crave leave to refer) and the deposit of Rupees 150 by the plaintiffs. Such tender was referred by the 1st defendant to the 2nd and by him to the Conservator of Forests according to the Rules of the department, and was finally rejected and notice of such rejection given to the plaintiffs on 3rd January 1877.

Revenue Department, 27th June 1877, No. 2,130.

4. At the time when the rejection of their tender was notified to the plaintiffs they were requested to take back their deposit, and they have since several times been requested to do so, but they have neglected to do so, although the defendants have always been ready and willing to pay over to them the amount of such deposit. Such amount is herewith deposited in Court.

5. The defendants submit that the plaintiffs' suit should be dismissed with costs.

We declare that what is herein contained is true to the best of our knowledge and belief.

From H. L. WOOLRIDGE, Esq., Deputy Conservator of Forests, South Arcot, to Lieutenant-Colonel R. H. BEDDOME, Conservator of Forests, Ootacamund, dated Cuddalore, 16th May 1877, No. 90.

I have the honor to report that one Ravena Chetty, son of Chodambara Chetty, and residing at Peddannaikentpetta near Madras, and another Damayapakkam Aronachella Moodelly, son of Namasivaya Moodelly, and residing at Trinomalai in South Arcot, have jointly filed a suit in the Munsif's Court at Villapuram in this district against me as Deputy Conservator of Forests, and including the Ranger Khader Hussain Saib.

2. The case comes on for hearing on the 20th June; the summons detailing the above has been this day received per registered cover through post.

3. I beg to apply for permission to defend the suit, and, if found necessary, to engage a Vakool to watch the case at Government cost.

4. The only information I can at present give regarding the cause or subject of the suit is, that these two persons being merchants as partners tendered for sandalwood, and accompanied their tender with a deposit of Rupees 150. Their tender was not accepted, and they were informed so by writing, and the deposit was directed to be returned to them from the Forest Ranger's Office, where it lay.

5. The men however had, or were said to have, left the town of Trinomalai, and posted letters directing them to take back their deposit, seemed to fail in reaching them, these being all returned through "Dead Letter Office" to my office, the last despatched to them having been a registered cover.

6. From a letter received by me which appeared to have been composed and signed by one of the partners named above, I am led to think they have brought the suit to obtain damages for loss sustained by breach of contract of sale of sandalwood, and that they purposely refused the deposit money and absented themselves, to enable them to show some grounds for maintaining as this probably will, that a sale was entered into between them and the department, but I am glad to be able to state that I hold documentary proof of non-acceptance of their tender and of the same having been communicated to them regularly and within a short time of their tender.

7. It was these men who tendered Rupees 3-12-0 per maund which I referred about Christmas to you for your opinion, and which you directed should not be taken. I saw these men at Chengam myself on the 25th January,* and they then petitioned again for the wood at 3-12-0.

* Or 26th may be, I am not quite certain without further reference.

but I verbally declined in presence of witnesses and personally directed them to take back their deposit (the original tender was made in latter end of December); they however left that same evening from Chengam without taking the money, and have not appeared since.

8. I have applied to the Munsif's Court to be furnished with a copy of the plaint, which on receipt by me will be despatched to your office, together with draft answer showing features of defence as directed in Circular No. 20, of 9th September 1876, but despatch this to you beforehand to give you earliest information I can about it.

9. The value of the wood which I presume will be claimed to have been sold may be set at Rupees 1,000 to 1,150.

10. This is the first civil suit brought against the department in this district since I have been in charge.

ENCLOSURE No. 3.

From H. L. WOOLRIDGE, Esq., Deputy Conservator of Forests, South Arcot, to Lieutenant-Colonel R. H. BEDDOME, Conservator of Forests, Ootacamund, dated Cuddalore, 11th June 1877, No. 103.

With reference to your letter, No. 178, of 23rd ultimo, I have the honor to submit copy of the Tamil plaint (with free translation) and my "draft answer" with other papers concerning the same as per list attached, and beg to apply for sanction being obtained to defend the suit, and at the cost of Government.

Revenue Department, 27th June 1877, No. 2,130.

2. The hearing was fixed for the 20th June, but as time was insufficient to obtain sanction, previously I have requested the Government Pleader (one Suravana Mudali) at Vallapuram to have that date extended and get a date fixed within the usual period (three months from date of filing I believe) allowed in such suits for reply to the plaint. The plaint was filed on 12th April, so the three months would expire on 12th July, and I request that I may be informed in sufficient time to apply for further extension should any delay in sanction being obtained occur.

3. A copy of Ranger's endorsement No. 1 will be forwarded (in support of my draft reply) directly on receipt of it from the Ranger's Office.

No. 611.

ORDER THEREON, 27th June 1877, No. 2,130.

Forests, No. 17.

The Government Pleader's letter will be communicated to the Conservator and the Board of Revenue for information and guidance.

2. The Conservator will adopt the amended answer and present it without delay.

(True Extract.)

(Signed) C. G. MASTER,
Secretary to Government.

To the Conservator of Forests,
the Board of Revenue.

Erd. A. Grubert.

Career
22 June 1877

From J. W. Handley Esq
Govt. Printer Master

To C. J. Master Esq
Secretary to Govt.
Revenue Department

Sir

I have the honor to
acknowledge the receipt of the
Proceedings of Govt. in the Revenue
Department noted in the margin
2 in reply to submit the following
opinion.

2. I think that the suit the
subject of this reference should
be defended. If the translation
of the plaint forwarded by the
Deputy Conservator of Forests

18th June 1877
W. 2022

is a correct version of that document, it does not state any contract or which a legal claim can be founded, but merely an offer & deposit of security.

Probably the case the plaintiffs mean to set up is that the offer was accepted & the sale of 49 barrels was in great performance of the contract thus made; but the plaintiff does not distinctly state this & on the face of it is open to disavow on this ground.

I understand from the Deputy Conservator's statement of facts that the offer never was accepted & that the sale of the 49 barrels was a separate transaction.

The plaintiffs may rely upon verbal acceptance by the Ranger & if so it must be shown for the defense that such acceptance was beyond the scope of his authority, as I understand it was.

3. The case set up by the plaintiff being so vague and indefinite I think it will be best to meet it by a general denial of any completed contract, leaving the details set forth in the Deputy Conservator's draft answer to be substantiated by the evidence for the defense, if necessary. I enclose draft of a written statement as I think will meet the case.

4. The endorsement of 3rd Jan^y 1877 by the Ranger attesting to the plaintiffs the rejection of their tender is a very important document for the defense & care should be taken that it is properly proved. Notice should be given to the plaintiffs to produce it, & in default it may be proved by

This (written)
statement
is
not
a
contract
but
a
denial
of
one
1877/1/3

secondary evidence.

5. The \$150 deposit money
should be paid into Court at
the time the Written Statement
is filed.

6. I return all the enclosures.

I have the honor to be
Sir

Your most obedient servant

J. W. Randall
Genl. Pleader

From Mr. J. W. Randall
To Mr. Jackson & Co.
Procur. & Pleader
£ 200
debt 22.9 June
Recd 26.7
£ 27.6.77 W. 21.7.77
Said brought in the
District Court
Court of Wiltshire
by the undersigned
by Mr. J. W. Randall
at the Court of Wiltshire
at the Court of Wiltshire
at the Court of Wiltshire

No 21309 27-6-77

action for the Genl. Pleader
22 June 1877 W. 21.7.77

Other

The Genl. Pleader's letter
will be communicated
to the Committee & the
Rev. for information
& guidance -

2. The Committee will
adopt the amended
account & present it
without delay

Sub. C. to the Court of Wiltshire
at the Court of Wiltshire
at the Court of Wiltshire

25.6.77

W. 21.7.77

1877 200
103020

Put apart in
Woodridge - Sand

C. 26 June 1877 R. 2/4/77

7
Dy. Conservator's Office
Cuddalore 16th May 1877

N^o. 90

From

The Dy. Conservator of Forests
South Arcot

To

The Conservator of Forests
Ootacamund

Sir,

I have the honor to report that one
Pannu Chetty son of Chedambara Chetty, and
residing at Poddumukkipetta near Madras and
another Samanapettam Kromatella Chetty
son of Ramaswamy Chetty, and residing at Tiru
malaie in South Arcot, have jointly filed a suit
in the Munsif's Court at Villupuram in this District
against me as Dy. Conservator of Forests and in-
cluding the Ranger Kudir Hussain Saik.

2
The case comes on for hearing on
the 20th June - The summons detailing the above
has been this day received per registered cover -
through

through post.

3 I beg to apply for permission to defend the suit and if found necessary to engage a Vallet to watch the case at Govt cost.

4 The only information I am at present given regarding the cause is subject of the suit is, that these two persons being merchants and partners tendered for sandalwood and accompanied their tender with a deposit of Rs. 150. Their tender was not accepted and they were informed so by writing, and the deposit was directed to be returned to them from the Forest Range Office at this day.

5 The men however had, or were said to have left the town of Lammulue and posted letters directing them to take back their deposits should fail in receiving them - these being all returned through "Dead Letter Office" to my office the last dispatched to them having been in registered covers.

8

6 From a letter received by me which appeared to have been composed and signed by one of the partners named above. I am led to think they have brought the suit to obtain damages for loss sustained by breach of contract of sale of sandalwood and that they purposely refused the deposit money and so, sealed themselves to enable them to state some grounds for maintaining as this probably with that a sale was entered into between them and the Department, but I am glad to be able to state that I hold documentary proof of non-acceptance of their tender and of the same having been communicated to them regularly, and within a short time of their tender.

7 It was these men who tendered Rs. 3-12 per maund which I referred about Christmas to you for your opinion and which you directed should not be taken - I am there were at Champun myself on the 25th January and they

* or 26th may be I am not quite certain in which further reference.

They then petitioned again for the wood at 3-12-76
but I verbally declined in presence of witnesses
and personally directed them to take back their
deposit (the original tender was made in latter
end of December): - They however left that same
evening from C.bergum without taking the money
and have not appeared since.

8. I have applied to the Mansif's Court
to be furnished with a copy of the plaint which on
Receipt by me will be despatched to your office together
with draft answers showing features of defence
as directed in Circular No 20 of 9th September 1876.
but despatch this to you before hand to give you
earliest information I can about it.

9. The value of the wood which I
presume will be claimed to have been sold
may be set at Rs 1000 to 1150.

10. This is the first Civil suit
brought against the Department
in this District since I have
been

9
been in charge.

I have &c.

[Sd] H. Woldridge,
Jy. Commr of Forests
South West District.

(True Copy)

N^o 103

Deputy Conservator's Office

Cuddalore 11 June 1877

From

The Deputy Conservator of Forests
South Arcot

To

The Conservator of Forests
Cachamund.

Sir,

With reference to your letter
N^o 148 of 23 ultimo I have the honor
to submit copy of the Tamil plaint
(with Free Translation) and my "draft
answer" with other papers concerning the
same as per list attached, and to apply
for sanction being obtained
to defend the Suit, and at the cost
of Government.

2. The hearing was fixed for the
20th June but as time was in-
sufficient to obtain sanction, pre-
viously I have requested the Govern-
ment Pleader (one Suravana Mudali)
at Villaparam, to have that date
extended and get a date fixed within
the usual period (3 months from date of
filing

27-6-77 N. 2130

11
filing I believe) allowed in such
suits for reply to the plaint. The
plaint was filed on 12th April
so the three months would expire
on 12 July and I request that I
may be informed in sufficient
time to apply for further extension
should any delay in sanction being
obtained occur.

3. A copy of Ranger's endorse-
ment of it will be forwarded (in support
of my draft reply) direct, on receipt
of it from the Ranger's office.

I have the honor to be
Sir

Your most Obedt Servt
[Sd] H. L. Woodrife

Deputy Secy of Forests
Ad. Secy

(True Copy)

In the Court of the District
Munsiff of Villafraam
C. S. No. of 1877

1. Pohn Parikerpattan Parana
Chetty
 2. Damarapattan Arinachella
Moolly
- Plaintiffs

1. Khasin ² Rajan Sank
2. Deputy Conservator of Forests
S. Aret

Written Statement of the Defendants

1. The plaintiff does not allege
any completed contract on the
part of the Defendants and
therefore does not disclose any
cause of action against them
2. The Defendants submit that

8.6 27-6-77 v. 2120.

it ought to be rejected under
section 32 of the Code of Civil
Procedure.

2. The Defendants did not and
did either of them enter into any
contract with the Plaintiffs for
the sale of the whole parcel of land
in Chergon at the rate of \$3.12
per acre in the plant mentioned
or at any other rate. The Plaintiffs
did tender for the said land at
that rate, but their tender was
rejected as hereinafter mentioned.

3. The Defendants admit the
tender by the Prothonotary of 14th Dec^r
1876 (to which document they
were here to refer) & the deposit
of \$550 by the Plaintiffs.

Such tender was referred by the
1st defendant to the 2^d & by him
to the Commissioner of Forests according
to the Rules of the Department, and
was finally rejected & notice of such

rejection given to the Plaintiffs on
3^d Jan^y 1877.

4. At the time when the rejection
of their tender was refused to the
Plaintiffs they were requested to
take back their deposit & they
have ^{since} several times been requested
to do so, but they have refused
to do so although the Defendants
have always been ready & willing to
pay over to them the amount of
such deposit. Such amount is
herewith deposited in Court.

5. The Defendants submit that
the Plaintiffs' suit should be
dismissed with costs.

We declare that what is
herein contained is true to the
best of our knowledge & belief.

William Obit
Gravels Cont.

C. S. M. of 1877

P. B. Brown M.D.
1 and 1/2

Charles M. J. S. L.
containing

Quilt
Mittie M. J. S. L.
1st of 1877

1877-6-77 W. O. J. S. L.
New York 1877

Gene M. J. S. L.