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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

River DEPARTMENT

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2948
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GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

23rd November 1878, F.R. No. 2,389.

Famine Relief.

Read the following paper :—

No. 297. From G. W. FAWCETT, Esq., Acting Head Assistant Collector of Kurnool, to C. S. CROLE, Esq., Acting Collector of Kurnool, dated Cumbum, 21st October 1878, No. 1,450.

I HAVE the honor to reply to paragraph 2 of G.O., No. 1,583, dated 20th July.

2. The circumstances referred to are given more fully in Mr. Wilson's letter No. 1,073-29, dated 30th April, given in G.O., No. 1,235, of the 29th May. In that letter it is stated that Mr. Mayer said that "after his return from leave he wrote to the Head Assistant Collector of Kurnool, through whom his original offer was communicated to the Collector and Government, twice asking him to buy the tents either for himself or for Government, and, in the event of his declining, to return the tents to him if convenient." I am called on to explain, first, why I did not answer Mr. Mayer's "two letters;" and, secondly, why I should not be held responsible for the amount of Mr. Mayer's claim. I shall take the second question first, and, in answering it, answer the first also, merely premising here that to the best of my recollection I only got one letter from Mr. Mayer.

3. Mr. Mayer left this, some time before I joined this district, on, I believe, the 13th April. The tents were all distributed, and Mr. Farmer proposed certain terms to Government. I took charge on the 21st May. In the following month the Government Order sanctioning the hire of the tents reached this office. Now in ~~his~~ ^{its} order there is no mention whatever made of the time for which Mr. Mayer's ~~tents were hired.~~ It merely says, "The Government sanction the purchase of Mr. Mayer's single-poled tent for Rs. 600 and the rental of his other tents for Rs. 4 a day." It is true that Mr. Mayer and Mr. Farmer in the letters on which that order was passed offered the tents only for the period of Mr. Mayer's leave but it must be remembered that the famine was then at its height and the pressure of work extreme. I had only just taken charge of the division and had to go about everywhere to make myself acquainted with what was going on; the tents were being used by Mr. Addis, a temporary employed officer to whom Mr. Mayer had made them over; and I do not think I could be expected to remember in the midst of everything the date on which the hiring of the tents ceased without at least a reminder of some sort. I might in fact put it stronger, for I did not even know the date of the expiration of his leave, though I might have known it would be some time in July. If Mr. Mayer had wanted his tents back at the expiration of his leave he should certainly, in my opinion, have mentioned the fact in his original letter to Mr. Farmer when he offered the tents for hire, or in any case have written for them to this office when his leave expired. He did neither. In his letter written in April 1877 he merely offers the tents and gives no directions where they were to be sent to when his leave expired, and I got no communication from him after that till some time in October or November, three or four months "after the expiration of his leave."

4. Mr. Mayer says, he wrote "twice after the expiration of his leave." I should be glad to know the dates of these letters. I got no letter, I am quite positive, before either October or November 1877. I have lost the letter, but I can fix the time within a month from my recollection of what was happening at the time. I remember that it was at or about the time that tents had to be provided for Mr. Stanbrough who came here in the end of October, and I also remember that Mr. Mayer said something in the letter about going to Coonoor as he was not in good health, and, I think, asked me to send the answer there. A reference to the *Fort St. George Gazette*, of the 18th December 1877, shows that Mr. Mayer got two months' sick leave. This fixes the time as somewhere about the end of

October or the beginning of November. I am positive that I got no letter from Mr. Mayer before that. I cannot say with equal certainty that I did not get another letter afterwards; but I have no recollection of getting one, and I do not think I did. This however is not of much consequence. I have shown, I think, that up to the end of October or the beginning of November the delay was Mr. Mayer's own fault.

5. I shall now speak of what happened after that. The letter received by me from Mr. Mayer did not ask me to buy the tents either for myself or for Government, nor did it ask me to return the tents. Of this I am quite sure. Mr. Mayer merely asked me in the letter that I received when it would be convenient to return the tents—a very different thing from asking me to return them then. The only one of the tents that was of any use was the double-poled tent, and this was given to Mr. Stanbrough, a temporary employed officer, who came here in the end of October. I can fix the time on which Mr. Stanbrough got the tent, for I know it was a day or two after I came in from camp in the Markapur Taluk on the 27th. I do not remember exactly whether Mr. Mayer's letter came just before the tent was given to Mr. Stanbrough or just after it had been given, but in any case he wanted a tent; it was the only one available; it had been lent to Government, and I do not see that, considering the wording of Mr. Mayer's letter, I could have refused it to him, or taken it from him. Mr. Stanbrough was here till the 20th or 21st December. I think I have thus shown that I am not responsible up to that date.

6. Here I had better speak of my omission to answer Mr. Mayer's letter. In the first place it was not an official letter, as, I submit, it ought to have been. If Mr. Mayer had written officially his letter would have been filed in the office and would have been answered in due course. The letter I received was merely a short note, differing in no respect from an ordinary private letter, and containing the question already mentioned. Now this question—when it would be convenient to return the tents—was not one to which I could well give a decisive answer, for, so far as I know, the tent might be wanted till the end of January, and I could not tell when that would be. Consequently, though Mr. Mayer was doubtless entitled in courtesy to an answer to his letter, as I could not give a decisive answer at that moment, I suppose I must have put it off for a short time thinking I would soon be in a better position to answer it, and finally, in the press of business, forgotten all about it. I am sincerely sorry that I was guilty of the discourtesy of leaving Mr. Mayer's letter unanswered, but I must say that, in my opinion, when an answer is required in an official matter, an official letter should be written, for it prevents mistakes, while private letters are liable to be mislaid.

7. However, though I should have answered Mr. Mayer's letter, it will be seen from what I have already said that my omission to do so cannot make me responsible up to the 20th December.

As to the time between that and the 20th February, when I received the Collector's foot-note No. 303, dated 15th February, to Accountant-General's letter No. 11,202, dated the 2nd February, calling on me to suggest the amount of compensation to be paid for the wear and tear of the tents with other information, I can only say that I saw from the Gazette that Mr. Mayer had gone on sick leave and consequently knew he could not possibly want the tents then; that Mr. Mayer had not distinctly asked me to return the tents or told me where to send them to; and that I was out in camp almost the whole time away from the tents and extremely busy.

Under these circumstances I do not think I can be held liable for that time either.

8. Then, in February I received the Collector's foot-note already mentioned. I was then in camp in the Markapur Taluk and the tents were in Cumbum. I could not report on them till I had seen them. I got back to Cumbum on the 6th March. We had to look for the rowti and the two bechobas. One of these bechobas and the rowti were found, but the other bechoba was missing. This hunt for the tents caused some unavoidable delay. I reported on the 19th of the same month.

9. I have now accounted for all the time up to the 19th March of this year, and from that time, or rather from the 20th February on which I received the Collector's docket, the matter was, I submit, taken out of my hands. I answered all the questions asked therein, saying that no one was using the tents, or had used them since Mr. Stanbrough left; but they would not be wanted any more, and that I proposed so much compensation. If I had then been thought wrong in keeping the tents I would surely have got back an immediate answer to send them away, but I got no such answer, and I naturally concluded I was to wait for orders. In fact that was the answer you gave me when I afterwards applied for instructions in June.

10. I have thus shown, I think, that the delay up to October or November was Mr. Mayer's own fault; that though I got a letter in either of those months from Mr. Mayer he never asked me to return the tents, and that I acted for the interests of Government in keeping them; that on the 18th December Mr. Mayer, I knew, had gone on sick leave and could not possibly want the tents, while he had further given me no instructions where to send them, or in fact asked me to return them at all; and that on the 20th February the matter was taken out of my hands by the docket from your office. The only thing that remains is the state of the tents themselves, and for this it will be seen I am not responsible, for as reported in my letter No. 494, of the 19th March last, all the damage done to them was done before I came. As to the missing bechoba it was disposed of before I came; how I have never been able to find out.

11. Under these circumstances I submit I have shown sufficient cause why I should not be held responsible for the amount claimed for the tents. Mr. Wilson claims something also for furniture. Mr. Mayer left some iron camp furniture here, I believe, with Mr. Addis, but that was entirely a private transaction with which I had nothing to do, for the hiring extended only to the tents.

12. I may remark in reference to the missing bechoba, though the subject is 10 feet square with yellow cloth inside of one of the ordinary tent patterns and with a small window at the back, worth about Rs. 40. Mr. Mayer will probably be able to say whether this is his tent or not.

No. 1,090.

SUBMITTED to Government with reference to G.O., F.R. No. 1,583, dated 20th July 1878.

KURNOOL,
28th October 1878.

(Signed) C. S. CROLE,
Acting Collector.

No. 298. ORDER THEREON, 23rd November 1878, F.R. No. 2,389.

Miscellaneous.

MR. FAWCETT'S explanation is
accepted.

(True Extract.)

Additional Secretary to Government.

To the Collector of Kurnool.
" the Board of Revenue.
" the Financial Department.
" the Revenue Department.
" the Accountant-General.
" the Director of Revenue Settlement.

Ed. T. D. Ryan.

4 Spare Copies.

Revenue 24

Bobt. of (1878) 528

REVENUE.

THE COLLECTOR OF KURNPOOL,

Ac., Ac., Ac.

Dated November 23rd.

Printed 28th.

Vol. 30—16

Encl.

G.O., 23rd November 1878, P.H. No. 2,389.

NOVEMBER.

Nos. 297-298.

Mr. Mayer's claim to the rental of his tents of for
his return from leave.—Accepting Mr. Fawcett's
explanation of certain particulars in regard to—

1878-79

Dodges

1878-79