

Revenue (1898) Department.

MISCELLANEOUS SERIES.

G.O., No. 3959

DATED 4th Oct. 98

[Despatch Abstract.]

Writing with reference to the correspondence with Messrs. Baring & Co. re. the sale of famine clothes in Canjam. that the Govt. agree that, without recognizing any legal claim on the part of Messrs. Baring & Co., the matter may be settled by a ruling as proposed by the Board & Co., half the difference between the price on the basis of the task-table and that on the basis of 20 Cubits.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Revenue (1898) Department.

CURRENT No.

From
The Board of Revenue
Revenue Settlement,
Land Revenue & Agri
Ma & S
No. 5603. mis

In Order

By

Please see the Bd's Prop
filed, which states
the case fully. By
G.O. 274 & 18-1-88, the Govt
gave the Sd. a free hand
in the matter of disposing
of these clothes. The

Dated 17th September
Received 22nd
Registered 22nd
Enclosures 5.
Spare copies

present reference therefore

SUBJECT.

was not absolutely necessary submitting for the

If it is thought that the
matter should be fought it is
submitted that the advice of
Messrs. Binning & Co.
should be taken. For regarding the sale of
the 10000 lbs to use the famine clothes in
distribution in spring to towns & villages.
With view Binning & Co.?

28/10/98
TPO.

27/10/98

H14

The best plan will be to split the difference.

Binnys & Co have not any legal claim. The facts were fully before them: & if their subordinates made a mistake it is then look out. But to avoid controversy the ~~Secy~~ may split the difference

S.P. 24/9/98

I think that the equitable way will be to split the difference as proposed by the Secy.

MA 27.9.98

To us

please see draft below

RS 3-10-98

Secy 11/10/98

done

S.P. 10/10/98

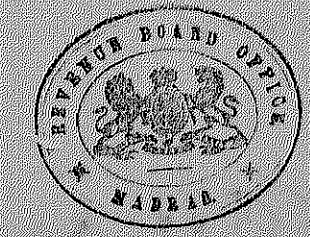
BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

(Soll. 12-3,000-25-4-98.)



Proceedings of the Board of Revenue
(Revenue Settlement, Land Records and Agriculture).

Dated 14th July 1897.
No. 4267. Misc.

Read again B.P. No 1004. Misc. dated 17th December 1897 recording letter from the Collector of Ganjam submitting a statement showing particulars of cloths in stock in the several warehouse depôts in the D. of Ganjam, and forwarding to Messrs Binnys & Co a revised abstract of the price list of cloths at the several depôts in the D.

Read again also B.P. No 673, dated 1-2-98

Read

Read again also B.P. No 934. min. dated 9th February 98.

Resolution.

With the first paper read above, the Board forwarded to Messrs Binn & Co a statement showing the number & description of the cloths available for sale in Gaujam, in which the description & size of each cloth was given according to the particulars recorded in the task table printed with B.P. No 319 dated 26th April 1897.

2. In the second proceedings quoted above, Messrs Binn & Co's offer of certain rates per cubit was submitted for the orders of Government, and in B.P. No 934, dated 9-2-98, their offer was accepted.

3. Throughout, it appears that Messrs Binn & Co had reason to believe that the cubit referred to would be the Gaujam cubit, and the Board has telegraphed as follows to the Collector:-

"Binn's account. Please reckon length of cubit according to equivalent in inches given in each case in task table. see Proceedings 319 of April 1897."

The Collector should therefore settle accounts on this basis.

(True Extract)

(Signed) C. Benson
Director, D. & A. S. S.

To the Collector of Gaujam.

(True Copy)

C. Benson

Director, D. & A. S. S.

Right Amas Stamp.

Copy.

This agreement made this Eleventhth 18
day of February one thousand eight
hundred and ninety eight between
Varada Ramaswararow Naidu of
Benhampane of the one part, and
messrs. Binny & Co. of Madras of the
other part. Whereas Messrs. Binny
& Co. are the sole agents of the Madras
Government in the Ganjam D. for
Damine cloths and whereas the
said Varada Ramaswararow
Naidu here is desirous of pur-
chasing or taking over such
cloths from Messrs. Binny & Co.,
the said Varada Ramaswararow
Naidu hereby covenants & agrees
with Messrs. Binny & Co. to pur-
chase or take over the whole
stock of Damine cloths at present
held by the Madras Government
in the District of Ganjam for
said estimated at about
Rs. ninety thousand only upon
the terms and conditions herein
after mentioned that is to say:

1. That the whole of the good cloths are to be taken delivery of by me immediately upon their being tendered to me by Messrs. Binny & Co's Agent at Berhampore to be held at my own risk.

(2.) The said cloths to be deposited in a godown to be leased in Messrs. Binny & Co's name & the key held by their agent at Berhampore.

(3.) The rent of the said godown and cost of Fire Insurance there on and on its contents to be paid by me.

(4.) Delivery of the goods to be taken by me in six equal monthly instalments extending for a period of six months from the date of this agreement but nothing is to prevent my taking over the whole of the cloths purchased by me, before the expiration of the said period.

5. The price of the cloths to be eleven pies for a cubit of twenty inches for all except the Duppati Rekkalus No 24 as per

Government task table which will be right pies a cubit of twenty inches.

(6.) All goods to be paid for before delivery to me.

(7.) As security for the due fulfilment of this contract the said Varada Ramaswara Row Raidu has deposited with Messrs. Binny & Co. the sum of Rs. ten thousand (10000) upon which they have agreed to allow the said Varada Ramaswara Row Raidu interest at the rate of three and a half per cent per annum.

If I fail to clear all the cloths within the time stated, Messrs. Binny & Co. may charge interest at 9% on the portion outstanding.
(Signed for the said Varada Ramaswara Row.)

In the presence of
D. S. Venkataswaraiah

(True copy)

(Ed.) for Binny & Co., John Wilson.
(True copy)

(Signature)

By Director of Public

Madras, 16th August, 8.

To,

The District Commissioner,
Board of Revenue,
Madras.

Sir,

We have the honor to draw your attention to a misunderstanding which has arisen regarding the length of cubits, in the sale of the stock of Darnie Cloth in the Ganjam district.

We made Government an offer for the whole stock in this district on the 28th January 1898 at 11 pies per cubit for all cloths except Duppati Rekulu for which we offered 8 pies per cubit, the length of the cubit to be, so we understood, that recognized as usual in the D. of Ganjam.

Our head Traveller who came from Benhampane at the beginning of February

so that the lengths of the cloths varied very much and that that it would be advisable to work on a cubit of 20" which was the average of the lengths of cubits in the district, and we sent him to the Revenue office to explain this to Mr Buckley.

In your acceptance letter no. 934 A.M.S. dated 9th February 1898, this interview is referred to with regard to the rejection of cloths.

It is now contended that as the length of the cubit was not specified in our letter, it should be taken to mean the English cubit 18" but later it was arranged that the task table lengths should be taken. The task table however gives in the majority of cases a different basis for the length and the breadth of a cloth, thus cloths no. 2 & 4 on the task table are 14×2 cubits which equals $21\frac{1}{8}" \times 3\frac{1}{4}"$ thus giving the cubit of

of length as $18\frac{4}{7}"$ but the cubit of width as 20".

We enclose copy of our agreement with the dealer. The dealer holds us to the 20" cubit and threatens to bring a suit against us, as we decline to deliver the goods to him or refund his deposit until the question is settled. We need hardly remind you that we have acted for you in regard to the sale of famine cloths, entirely as Commission agents.

We have &c.
(Ed. J. Birney &c.)

(True Copy)

Bern

By Director, F.O. & Agri.

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Board of Revenue,
Revenue Settlement,
Land Records & Agric.
Madras. 8th Sept. 98.

From,

C. Benson Esq. M.R.A.C.

Dy. Director Land Records
& Agriculture, in charge

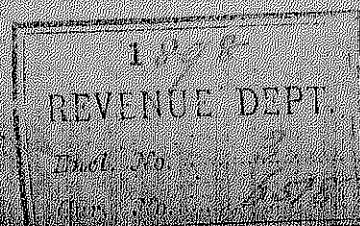
To,

Messrs Binny & Co,
Madras.

Gentlemen,

I am directed to acknowledge the receipt of your letter dated 16th August, regarding the difference of opinion that has arisen between the Collector of Ganjam and your agent there as to the question of what should be regarded as the length of a cubit. I am to inform you that the delay which has occurred in sending a reply has been due to the necessity for making reference to Mr. Buckley and the Collector in the matter.

2. I am to point out that in your letter dated 28th January 1898 the offer for the Ganjam family cloth was made with special reference



reference to the task-table, an
extract from which had been
communicated to you with B. P.
no. 10014. mis. dated 17th December 97,
and in this office letter no. 934. A.
dated 9th February 1898, your offer
of 11 pies a cubit for all goods
except Rekattu (no. 24 on list) for
which 8 pies a cubit were offered,
was accepted.

3. Your letter of 16th August
has been referred to Mr. Buckley
with reference to what passed
between him and your Head
Clo Traveller, and I am to say that
Mr. Buckley states that as far
as he can remember, 20" was
not agreed upon as the length
of the Gaujam cubit, but that
the cubit was to vary with the
measurements in feet & inches,
as given in the task-table. This
is what the Board, on a re-
presentation made by your
Agent Wilson in July last, decided
should be done in settling
accounts with your agent in
Gaujam.

4. I am, in these circumstances,
to state that, whilst the Board
much regrets that any difference
should have arisen in the
matter, it is unable to modify
the conditions, and I am to
observe, with reference to the
differences in dimensions of the
cubits of length and breadth
shewn in the task-table, that
these dimensions were mere
approximations by rough
hand measurements, inserted
in the task-tables as some
rough sort of guide to the
workers, and were never used
in actual practice. As you
will easily understand a
small fractional difference
in rough measurements of
this sort when multiplied
over a length such as some
of the clothes woven had, would
amount to a considerable item.

The Collector reports that
there is no recognized cubit

existing.

existing in Ganjam as a local standard, and had it not been that the extract from the task table above referred to had been communicated to you, the Board would have naturally interpreted the bargain made as referring to the generally recognized cubit of 18".

5. Calculated on the basis above referred to, the value of the cloths handed over to your agent is reported by the Collector to amount to Rs. 93,435-5-2.

I have rec.
Edy C. Benson
Dy Director, Dist. Agric.

(True Copy)

Benson

Dy Director, Dist. Agric.

Madras, 12th September 1878

To,
The Famine Secretary
Board of Revenue
Madras.

Sir,
We have the honor to acknowledge your No. 5410 mis. dated 8th Instant, and in reply the Board appears to have lost sight of the fact that we have acted in regard to the sale of famine cloths entirely as commission agents and not as principals.

We do not think, admitting that no verbal arrangement as to the length of the cubit was entered into, that there is the slightest doubt that the Board would have agreed to a 20 inch basis.

Without some such basis it was impossible for us to effect a sale as no dealer would buy on an unknown measure.

1878
REVENUE DEPT.
Encl. No. 1
5578

The sale was effected by us at considerable risk, we had to engage godowns and insure the safe custody of the goods &c, and be responsible to the Board for the value for a period of 6 months.

We have had to deliver the goods to the dealer on the basis of a 20 inch cubit, and as a result of our doing so, we have not recovered a fraction of the expenses we incurred in the sale of the cloths apart from the trouble and risks of the transaction.

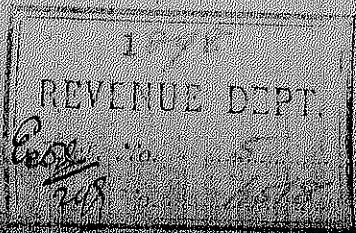
We have the honour
Sir

Your most obedient servant
(Ed.) Binny & Co

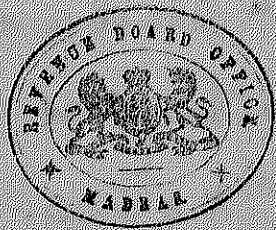
(True copy.)

Binny

By Directors, &c. Agents.



(Soll. 13-2,000-25 1 99.)



Proceedings of the Board of Revenue
(Revenue Settlement, Land Records and Agriculture),

Dated 17th September 1898.

No. 5603. Mis.

Resolution.

The Board begs to submit for the orders of Government certain correspondence that has taken place with Messrs Binny & Co with reference to the sale of famine cloths in Ganjam sanctioned in G.O. No 563. Revenue, dated 3.2.98.

2. Under the order quoted, the whole stock of famine cloths in Ganjam were sold to Messrs Binny & Co at so much a cubit on the terms of the

Letter from
Messrs. Binny & Co
dated 16.8.98
with enclosure

Letter to Messrs
Binny & Co No 341
541. 8.9.98

Letter from Messrs
Binny & Co, dated
12.1.98.

offer made by them in their
letter dated 28th January 98,
which was submitted to Govern-
ment with B.P. No 673. vis. 7/10/98
February 98. No stipulation
was made as to what was
to be the equivalent of the
cubit in feet and inches.

3. When the Collector came
to settle accounts with Messrs
Binny & Co's agent in Gaujam,
he (the Collector) claimed that
the bargain made with Messrs
Binny & Co referred to the ordinary
cubit of 18 inches. Messrs Binny
& Co's agent, however, claimed
delivery at the rate of 20" per
cubit, at which rate Messrs
Binny & Co, it appears, had
agreed to make delivery to the
local dealer, for whom they
were acting.

4. On the dispute being
referred

referred to the Board for
orders, the Board held that
the length of the local cubit
must be taken to be as shown
in the Gaujam task-table,
(B.P. $\frac{319}{26.4.98}$) which had been
communicated to Messrs
Binny & Co before the Diran
made its offer, and which is
alluded to in the offer itself.
In this Table, the length of
the cubit is shown as varying
in different places and for
different sorts of cloths; and
with these varying cubits the
total amount payable would
be Rs. 3841 more than if the
cubit were reckoned at a
uniform length of 20 inches.
Messrs Binny & Co in their letter
dated 16.8.98, urged on the
Board the further consideration
that they had made the offer

on the supposition that 20" was
recognized as the usual length
of the cubit in Ganjam; but
as the Task Table above alluded
to is the only document conveying
notice to the contracting parties
that the Ganjam cubit was
not the usual cubit of 18 inches,
the Board as explained in
its letter dated 8th Sept 98,
adhered to its opinion that
for the purposes of the contract,
the length of the cubit must
be taken to be as shown in
that Table.

5. In their last letter,
dated 12th Sept 98, Messrs
Binny & Co urge as an appeal
ad misericordiam that they merely
acted in the matter as commis-
sion agents and not as princi-
pals, and that there can be
no moral doubt that if their
order had specified a cubit

of 20 inches, it would have
been accepted.

Legally, Messrs Binny & Co's
claim that the cubit should
be reckoned as 20 inches, is
undeniable; but there is no
doubt that Messrs Binny & Co
believed the length of the
local cubit to be as they say,
& that the omission to state
the equivalent in inches
when making their offer was
due to inadvertence. Under
the circumstances of the case,
the Board would be glad if
Government be pleased either
to allow the cubit of the offer
to be construed as 20 inches;
or, if this is deemed too great
a concession, that half of the
difference between the price
on the basis of the Task
Table lengths, and on the
basis of a 20" cubit may

remitted.

6. The charge for the cloths as finally delivered would be on the basis of: —

- (1) an 18" cubit — Rs. 99,525-6-5.
- (2) the task table } — Rs. 93,435-5-2
cubits }
- (3) an 20" cubit — Rs. 89,594-4-2.

The difference between (2) and (3) amounts to Rs. 3841-1-4, and half the difference to Rs. 1920-8-6.

7. Messrs Binny & Co will be informed that Government has been addressed in the matter.

(True Extract.)

Revenue

Dy Director of Revenue
for Secretary

To, The Secretary to Govt. Rev. Dept. with
copy of correspondence and
D.P. 4267. D/14. T. 98.

Messrs Binny & Co. (para 7).

Revenue Dept

11/10/98

B. P. 560-3 mis (sett) C.N. 65-18
17-9-98

G.O. mis No: 3959d/4 oct 18

appe that, without recognizing
any legal claim on the
part of Messrs Binny & Co.,
the matter may be settled
by remitting as proposed
to the Board of Revenue.

The Government of opinion
that half the difference
between the price on the
basis of the task-table
lengths, and ^{that} on the basis of
a 20" cubit ~~may be re-~~
~~mitted~~

11/10/98

To the Board (sett)

Rs. 8-10-98 4/10/98
3-10-98

When given for copying _____
When copied _____
When examined _____
When signed _____

189 .

READ AGAIN G.O., No.
189

DATED

CURRENT No.

ENCLOSURES TO O. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH DITTO

PAGES NOT FILLED UP, BEING WANT FOR DISPATCH
IN ORIGINAL

H.B.-

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