
(1926) 02 MAD CK 0019
In the Madras High Court

The Collector of Chingleput District

APPELLANT

Vs

Kadir Mohideen Sahib

RESPONDENT

Date of Decision : 22-02-1926

Acts Referred:

Land Acquisition Act, 1894 — Section 25(2)

Citation : AIR 1926 Mad 732 : 95 Ind. Cas. 883 : (1926) 50 MLJ 566

Hon'ble Judges : Venkatasubba Rao, J; Krishnan, J

Bench : Full Bench

Judgement

Krishnan, J.—I have had the advantage of reading the judgment of my learned brother and as I agree with him generally I shall deal with the case only briefly.

2. The objection based on Section 25, Clause (2) of the Land Acquisition Act (1 of 1894) is clearly untenable. Clause (1) says that the claim to

compensation has to be made "" pursuant to the notice given u/s 9 "" and this makes a proper notice a pre-requisite. Now, as shown by the District

Judge and by my learned brother, such a notice was not given in this case, the notices all being defective in one way or another. The claimant's

omission, therefore, to make a claim before the Deputy Collector was not "" without sufficient reason "" and he escapes the application of the

stringent provision of Clause (2) to his case.

3. As regards the value of the land acquired, which is the most important item in the total valuation, it is conceded that the claimant is entitled to

have his land valued with reference to the most profitable use it can be put to. The land is very suitable for a brickfield as shown by the evidence; in

fact the Government is acquiring it for the very purpose of using it as a

brickfield. It is also suitable as a building site as proved by witnesses like Mr. Namberumal Chetti, a well-known citizen and building contractor of this City. The claimant is, therefore, entitled to have his land valued in both ways and given the higher value, whichever it may be.

4. The claimant asked us to value his land in the first instance as a clay producing land for making bricks. We were taken through a body of evidence about the profits made by brick-makers in the neighbourhood and the earned Counsel for the claimant, relying on the case of Rugby

Portland Cement Co. v. London and N.W. Ry. (1908) 2 K B 606 , argued that in assessing compensation regard must be had to such profits. We

cannot accede to this argument. The case cited is a peculiar one; there the arbitrator had to assess the market value of limestone which was

quarried by the Cement Co. and used by it in making cement but which had no market and therefore no market value could be directly deduced.

What the learned Judges held was that though there was no market for the limestone it still had a market value which had to be ascertained

indirectly by estimating what value it had to the claimant company itself and that for this purpose the total profits of that company which included

the price of the limestone as the company paid no price for it, should be kept in view. They make it clear, however, in their judgments that the

profit of the company was not a proper measure of compensation at all but was only an indication as to what the proper compensation payable in

that case was. The method adopted was a purely hypothetical one for ascertaining the value of the limestone as no other methods were available.

That case is not applicable to the present case as clay seems to have, according to the claimant's own evidence, a market and a market value but

unfortunately for the claimant he has taken no trouble to give us the necessary details to enable us to calculate that value. The evidence of his 19th

witness, who is the only witness who speaks to the market value, shows that a cartload of clay of 20 c. ft. was worth 12 as. to Rs. 1-4-0 in 1914

in and near Madras. To deduce the value of the clay in situ one must know the cost of the labour required for mining the clay and the costs of

carrying it to Madras or places near for sale; without such details the value of the clay itself cannot be ascertained. I agree with my learned brother

that it is too late now to ask us to send the case back to take further evidence.

No affidavit has been filed and no proper reasons have been given why such" evidence was not given in the Lower Court.

5. The learned District Judge has attempted to value the land as a brick-field by taking the royalty that may be properly obtained from this land if

leased out to a brick-maker. The valuation on the basis of royalty is as shown by my learned brother not altogether a proper method in this case as

it only gives the compensation payable to the lessor where lease rights have been created and lessees have also to be compensated in addition.

Here the claimant is the sole owner of one piece of the land acquired and the kudivaramdar of the other. No interest of brick-making lessees are

involved. If, However, in the absence of other methods, a royalty basis is to be taken as was done in Mahini. Mohan v. Secretary of State for

India in Council (1921) 34 C L J 188, I agree that a 4 as. rate per 1,000 bricks is quite a fair rate, and that an acre may be expected to yield a

royalty of Rs. 2,500 in all. The mistake that the learned Judge has made in taking that as a basis for compensation at Rs. 2,000 an acre is that he

does not make a sufficient deduction for the length of time that will be required to realise the royalty from the whole of the land acquired. The

evidence on claimant's side itself shows that it would take about 50 years to work the whole of the clay on the land, which is about 55 acres in

extent; that means that it will take some 30 years at least to exhaust the clay on the land acquired. The proper compensation will thus be only the

capitalised present value of the clay or such a sum as would when invested say in 6 per cent bonds enable Rs. 2,500 a year to be drawn for 30

years and be exhausted by the end of that time. This is so as the taking of the clay will reduce the land to a pit 12 to 15 feet deep at the end of the

period, of practically no value. That land may have a little value but it is comparatively small being less than Rs. 100 an acre. It may be that that

value should be added to the total sum arrived at. Taking the royalty method of valuation then, the present total value of the 33 acres and odd will

not exceed Rs. 35,000 or 40,000 when worked out mathematically; that is Rs. 1,000 to Rs. 1,250 an acre. Even if we add something to this

amount to represent the excess value of the land to the owner over and above the royalty he may get, the price will not exceed Rs. 1,500 an acre.

The value so calculated is smaller than the value one gets by treating the land as

a building site.

6. In what I have stated above I have treated the valuation of a clay field as governed by the principle stated by Lord Atkinson in the case of Eden

v. North Eastern Railway Co. (1907) A C 400 that the true measure of compensation is the price the minerals would fetch as and when won and

raised less the costs of working the mine and winning and raising them. To the same effect is the ruling of this High Court in Raghunatha Rao v.

Secretary of State for India in Council 39 MLJ 623 where the case of compensation for a stone quarry had to be considered.

7. What Section 23 of the Act requires us to do is to ascertain in the case of land acquired, its market value and that is made the criterion even in

the case of mines and minerals by the Land Acquisition Mines Act (XVIII of 1885), Section 6. Market value has been defined in various cases as

the price a willing purchaser is prepared to pay to a willing seller for the property in the open market. No purchaser will pay the calculated full

value of the minerals existing in a mine when buying a mine for he would get no profits out of his purchase as every purchaser expects to make. It is

therefore contended that the full value of minerals in a mine should not be calculated and treated as the market value of the mine itself but only that

value less a reasonable percentage deduction to represent the buyer's profit. There is force in this argument in my opinion but it is not necessary to

decide it in this case as even without such a deduction the compensation does not work out at a higher figure than if the land were valued as a

building site.

8. Taking next the value of this land as a building site it must be remembered that it is not very far from Madras and people will have houses to live

in in places quite adjacent. The various sales in the neighbourhood have all been referred to by my learned brother and I need not therefore again

refer to them. Some of them are useless for ascertaining the value of the land as the properties sold included houses whose values have not been

proved. The rates at which sales took place seem to vary very greatly. Nevertheless from these sales and the oral evidence we have to fix the

market value. Taking the evidence as a whole and making all due allowances I agree with my learned brother that if we allow a sum of Rs. 2,000

an acre (of 18 grounds) the Valuation will be fair. It is true the claimant

purchased the whole plot of 55 acres and odd for Rs. 50,000 about two years before this acquisition. But this transaction was one between near relations and not an ordinary sale in the market. Half the price had already been allotted as a gift to the claimant and it is evident from the circumstances of this sale that the claimant got the property at a very favourable rate. The price he paid cannot therefore well be treated as the basis of market value. It is not always possible to assess with mathematical accuracy the market value of any property; a certain amount of margin will always exist. On the whole the value of Rs. 2,000 an acre is a fair and proper one in my opinion.

9. As regards the other headings of valuation I agree "with the award as made by my learned brother.

10. Evidently the values given for the buildings and for the trees are quite inadequate. The evidence shows that the central building was a fairly large

one; after the acquisition it was not looked after and fell into ruins. At the time of the acquisition it was in quite a repairable condition and Mr.

Namberumal Chetti says that by spending Rs. 4,000 it would have been put in thorough repair and the building would have been worth Rs.

10,000. Mr. Sourinathan, the Government Engineer, has only valued the building as debris and not as a standing structure at all. I agree Rs. 4,000

is a fair value to give for all the buildings. The trees should be valued not as mere firewood but as standing trees yielding fruit; except those like

Korakkappali which is only useful as firewood. I think the amount fixed by my learned brother Rs. 4,800 for all the trees is quite proper.

11. The total award of this Court in favour of the respondent thus comes to Rs. 6,111-8-0 over and above the award of the District Judge in his

favour. The fact that he is only the kudivaramdar in one of the plots acquired does not really make any difference in this case as the melwaramdar

has accepted what was awarded to him and has not appealed. The increase we have granted is in the interest that belongs to the kudivaramdar.

12. I would therefore dismiss the Appeals Nos.58 and 59 with costs of the respondent and allow the memorandum of objections in part and

modify the award of the Lower Court as proposed by my learned brother. In the memorandum I would direct the parties to bear costs.

Venkatasubba Rao, J.

The Government have filed Appeals Nos. 58 and 59 of 1923 from the award under the Land Acquisition Act of the District Judge of Chingleput

and the claimant Kadir Mohideen Sahib has filed Memorandum of Objections in both these appeals. The Deputy Collector who in the first instance

enquired into the value of the property u/s 11 of the Act made an award granting as compensation, Rs. 6,677-13-8. The claimant was dissatisfied

and on his application a reference was made u/s 18 to the District Judge of Chingleput who by his award has increased the compensation to Rs.

81,609-12-0. The Government in their appeals urge that the amount awarded by the District Judge is too high, whereas the claimant in his

Memorandum of Objections contends that he is entitled to more.

13. The claimant did not appear before the Deputy Collector who proceeded with the enquiry ex parte and a preliminary objection based upon

this fact was taken on behalf of the Government before the District Court. That objection was disallowed and was again raised before us. Section

25(2) says that when the applicant has omitted without sufficient reason to make a claim to compensation the amount awarded by the Court shall

not exceed the amount awarded by the Collector. u/s 25(3) however the omission to apply will not operate as a bar if the Judge finds that it is due

to a sufficient reason. Under the S. the sufficiency is to be found by the Judge and the question we have to decide is, whether there are grounds for

our interfering with the Judge's discretion.

14. The original notification in respect of the intended acquisition was published in 1914 (Ex. 2). The Government then proposed to acquire 52.19

acres. The claimant was unwilling to part with his property and this led to some correspondence between him and the Government. Nothing

definite happened till October, 1915 when the Government published another notification (Ex. 3) stating that they withdrew from the acquisition of

a part of the property, namely, 15.94 acres. This notification was dated the 19th October, 1915 and was published in the Gazette issued on the

26th October. Defective as the notices issued between Exs. 2 and 3 are, as the District Judge observes, we are really concerned with Ex.3 and

notices issued in pursuance thereof. The District Judge has held that the notification and notices did not clearly define the property and that it was

not capable of identification and his view appears to be correct. Ex. 2 describes

the property originally intended to be acquired and Ex. 3 the property withdrawn from the acquisition. From a perusal of these two documents with the aid of the map that appears to have been available, it is impossible to locate the exact portion which the Government ultimately intended to acquire and no particulars were furnished to the applicant although he applied for them. (See Ex. 4-M, dated the 30th October, 1915.) At the time of the Deputy Collector's enquiry all that was known therefore was the extent of the land that was to be acquired but it was not possible to locate the portion and no facilities were given to the claimant for identifying the land. The District Judge has rightly held that this constitutes a sufficient reason u/s 25(3).

15. There is still another ground. The notice given to the claimant subsequent to Ex. 3 is Ex. C. This was apparently intended to be a notice u/s 9.

This notice purports to have been issued in October and bears no date. Ex. C contains the revised extent and it may therefore be presumed to

have been issued only subsequent to Ex. 3 which is dated the 19th October. Section 9 requires that the claimant shall be given at least 15 days"

notice. Ex. C (granting that it was issued on the 19th), which calls on him to appear on the 30th October, is therefore clearly defective. The

Government have not shown when that notice was issued but the most favourable assumption from their point of view, namely, that it was issued

on the 19th of October, does not help their case. The claimant cannot be said to have committed default in having failed to appear in compliance

with this notice. I agree with the District Judge that this is again a sufficient cause under S25(3).

16. The enquiry was apparently adjourned from the 30th October to the 23rd November and on the day previous to that fixed for the hearing, the

claimant sent Ex. 4-P (dated the 22nd November, 1915) to the Deputy Collector requesting him to grant an adjournment. This request was not

heeded and on the 23rd, the Deputy Collector proceeded with his enquiry and made his award. The claimant might have with impunity quite

ignored the notices in view of the defects to which I have adverted. But his request for the adjournment, in the circumstances, was reasonable and

the Deputy Collector ought not to have proceeded with the enquiry ex parte. I am clearly satisfied that the District Judge has soundly exercised his

discretion and I see no reason to interfere with his decision on this point.

17. Having disposed of the preliminary objection, I shall now proceed to consider the merits of the case. The property acquired consists of two

Contiguous plots of land in the ryot-wari village of Arambakkam and the zemindari village of Chinnakudal, including certain buildings, trees and

wells on the land. The land in Arambakkam village measures 1951 acres, and that in the Chinnakudal village 13.55 acres, thus making a total of

33.06 acres. These two parcels form one block and for purposes of valuation the appeals have been argued on the footing that they have to be

treated alike. The lands are situated on the Poonamallee High Road, a part of which lies within Madras and the rest outside its limits and are 4

miles 2 furlongs distant from the Fort St. George or a mile beyond the Madras Municipal Toll Gate. The lands abut on the High Road with a

frontage of a furlong. They are bounded on the north by the Cooum River, the southern boundary being the Poonamallee High Road itself. If the

land in question had not been severed from another bit Belonging to the claimant, the Cooum would then have been also the western boundary as

the river takes a bend at that place. But as it is, between the Cooum on the west and the claimant's land, there intervenes this strip that has not

been acquired. On the east, there is a brick-field belonging to Mr. Saminatha Pillai, claimant's 10th witness. It is shown in the map as Plot No. 16.

18. The first question that arises is, whether the value is to be assessed on the footing that the land is agricultural or that it is fit for building purposes

or thirdly that it is land producing clay useful for making bricks. It is a well-established rule that the correct principle to apply is to assess the market

Value of the land as put to its most lucrative use. See Thareesamna and Others Vs. The Deputy Collector and Others, . The learned District Judge

has held that as building site the land would be worth Rs. 1,500 an acre, but as clay producing land Rs. 2,000 would be a fair price. As in his

opinion the most advantageous way of enjoying the land is to use it as a brick-field, he has awarded compensation at the higher rate. The learned

District judge has summarily rejected the theory and very rightly that the land is to be treated as agricultural land. I shall proceed to consider the

two uses to which this land can be put, first as building site and then as a brick-field.

19. I shall first consider what the fair market value is, the land being regarded as fit for building sites. The learned District Judge rightly attaches

much value to the evidence afforded by the documents. Regarding oral evidence, it. may be said that it does not support the absurd contention of

the Government that the land is to be valued at Rs. 100 an acre.

20. His Lordship then discusses the evidence.

21. We may fairly allow him compensation for the land acquired at the rate of Rs. 2,000 per acre.

22. I shall now proceed to consider the question as to the compensation the claimant will be entitled to if the land be regarded as a brick-field. The

evidence clearly establishes that the clay on the land in question is superior to that obtainable elsewhere in the locality and that the land itself as a

brickfield enjoys greater facilities than any other plot in the neighbourhood.

23. His Lordship then discusses the evidence.

24. Let us now turn to the methods of valuation suggested by the claimant. It has been urged on his behalf that he is entitled to compensation on the

basis of the profit which he is likely to make by converting clay on his land into bricks and selling bricks in the open market; in other words, we

have been asked to award him an amount that will represent his profit in the event of his establishing a brick factory and carrying on business on a

large scale in bricks. This contention seems to be unsound. It is undoubtedly true that in awarding compensation, any and every element of value

which the lands possess to the owner must be taken into consideration in so far as it increases the value to him. *Lucas and Chesterfield Gas and*

Water Board, In re (6). In other words, not the land alone but the land with all its potentialities must be considered in assessing the value. In

Commissioners of Inland Revenue v. Glasgow and South-western Ry. Co. (1887) LR 12 A C 315 there is no authority however for holding that

the claimant-is entitled, in such circumstances as exist in the present case, to the hypothetical profit which in certain events, he is likely to make. The

claimant has not made out__indeed he has not even attempted this that he cannot acquire for a proper price another brick-field enjoying similar

advantages if he really wishes to manufacture and sell bricks. It is open to him if he is so minded to purchase clay land and establish a brick

manufactory and there is nothing to prevent him from investing his money in

such a concern and making such profit as he can. In these circumstances it is impossible to accede to his contention that he must be awarded compensation on the basis of loss of possible profit. How excessive the claim is on this footing is shown, by the fact that making a calculation on the basis of figures given by Mr. Pattabhirama Rao, the claimant can realise a profit of 7 1/2 lakhs of rupees although the amount may be spread over 72 years. The amount which he has really claimed falls far short of this, as he himself shrinks from claiming the full amount to which he may become entitled if his theory is sound. The claimant next suggests that a method of valuation may be adopted based on the price of the total quantity of clay obtainable from the land. This seems to be the right principle and if the necessary facts are before us the law can be easily applied. The rule applicable to cases of this kind is clearly laid down in *Eden v. North-western Railway Co.* (1907) A C 400. This case was decided with reference to the Railways Clauses Consolidation Act, 1845, on which is modelled the Indian Act, the Land Acquisition (Mines) Act (XVIII of 1885). The object of the latter Act was to make provision for the grant of compensation to the owners of mines and minerals situated under the land sought to be acquired by the Government. The Act enables the Government to exclude from the acquisition the minerals lying under the land and if the minerals are intended to be excluded, the Government when making a declaration u/s 6 of the Land Acquisition Act, has to insert a statement that the minerals are not needed. The owner of the minerals if desirous of working them has then to give notice to the Government of his intention to do so. After receipt of that notice, if it appears to the Government that the working of the minerals is detrimental to its interests, it may stop the working and is in that event bound to pay compensation to the owner for the loss which he sustains. Under the Land Acquisition Act the Government may acquire the land which includes mines and minerals and it is then bound to pay compensation for the entire land. Under the Land Acquisition (Mines) Act the Government may acquire the land excluding the, mines and minerals if it subsequently find that the working of the minerals should be prohibited, it is empowered to stop the working, paying to the owner the compensation for the loss, the method of ascertaining the amounts payable under both the Acts is the same. (See

Section 6 of Act XVIII of 1885). The Mines Act is to be read as part and parcel of the Land Acquisition Act. (See Section 17 of Act XVIII of

1885). There is no doubt therefore that the law that is to be applied is to be found in the case already cited, *Eden v. North-western Railway Co.*

(1907) A C 400. As Lord Atkinson in his judgment says, "the true measure of compensation is the price the minerals would fetch as and when

won and raised less the cost of working the mine winning and raising them." In that case the proprietor's rights were split up between the lessor

and the lessee. If the coal had been worked, the lessee would be in due course have made, after deducting the royalty and cost, ₹ 730, and the

lessor would have received ₹ 155. Lord Atkinson observes:

Taking the test I have mentioned the value of the coal in situ therefore was this ₹ 730 plus the royalty, that is, ₹ 855 (a slip for ₹ 885) in all

and I think that value the Company must pay.

25. Again the learned Lord observes:

It would seem to me that a fair way of dividing the value of the coal in situ between the lessor and the lessee is to give the lessor the royalty he

would have been entitled to had this coal been won and raised and sold and to the lessee who was entitled to win and raise them, the balance of

this sum of ₹ 855 (again a slip for ₹ 885), namely, ₹ 730.

26. No question of the splitting up of rights arises in this case and therefore if we can determine what the value on the spot of the total quantity of

the clay is, the claimant will undoubtedly be entitled to that value. But the evidence is unfortunately extremely deficient on this point. The only

witness who speaks to the price of clay is Mr. Aiyaswami, the 19th witness for the claimant. He says:

For a cart load of clay one has to pay Re. 1 to Re. 1-8-0 per cart load of 20 c. ft. In 1914 a cart load of clay would have cost As. 12 to Re. 1-4-

0 in and near Madras.

27. This witness has not been asked what it would cost to remove one cart load of clay from the earth; nor has he been asked what the price of

the clay at the site is. He says that it would cost As. 12 to Re. 1-4-0 in and near Madras. It has not been elicited from the witness as to how much

has to be deducted for cartage to carry the clay from the claimant's land to Madras. The cost of labour for removing the clay from the soil is the

most important item and as I have said the witness gives us no information about it. It is true that he has not been asked any questions in cross-

examination with reference to this matter, but it is the duty of the claimant to furnish the data for assessing the value. Unfortunately he has failed to

do so and we cannot therefore find the facts to which the law as stated above can be applied.

28. The learned District Judge has attempted to arrive at the value of the land on a royalty basis. Swaminatha Pillai pays four annas for thousand

bricks for the neighbouring land on which he manufactures bricks. There is some conflict of evidence regarding the rate of royalty but the learned

District Judge has taken four annas as representing a fair rent. Having regard to the fact that the claimant's land is superior to that of Swaminatha

Pillai, it may be assumed that it would fetch a higher rate of royalty. The learned District Judge's method of valuation is as follows: On the evidence

he comes to the conclusion that an acre of land yields about 100 lakhs of bricks and the royalty in respect of them at four annas per thousand

would be Rs. 2,500. An acre of land, he thus argues, would be worth Rs. 2,500. Making allowance for the fact that to realise the full value of

bricks in respect of the entire 33 acres will take a long time, the District Judge in the end assesses the value of an acre at Rs. 2,000.

29. I think he is quite justified on the evidence in estimating 100 lakhs of bricks to an acre. Mr. Pattabhirama Rao says that to work 3 acres to a

depth of 10 feet took him three years. The calculation of the District Judge is made on the footing that the clay can be worked to a depth of 15

feet. At that rate it will take about 72 years to complete the 33 acres. On the District Judge's figures his conclusion is somewhat Wrong.

30. An investment of about Rs. 42,000 in 6 per cent bonds will fetch an annual income of Rs. 2,500. It must be remembered that it is unnecessary

to make an investment of such a large sum, for the whole of the capital must get exhausted by the end of the stated period, whether it is 72 years or

whatever else that may be. On the District Judge's calculation he has given Rs. 2,000 x 33 or Rs. 66,000 odd. A sum considerably less, even than

Rs. 42,000 would be sufficient to enable the claimant to draw annually for a stated period Rs. 2,500. Even if the royalty be taken at 5 or 6 annas

per one thousand bricks the amount to be invested would be considerably less than Rs. 66,000 odd which the District Judge has given. I have

gone into this matter a little closely for the purpose of showing that on the royalty basis, the valuation given by the District Judge at Rs. 2,000 per

acre is wrong; but in any event that is not the correct principle to adopt and the claimant whose interest is not split up into that of lessor and lessee

is entitled to more than the value to be assessed on the basis of royalty. In the words of Lord Atkinson already cited, the method adopted by the

District Judge gives the claimant that amount to which the lessor would have been entitled had the land in question been leased and there were two

interests carved out, the interest of the lessor and the interest of the lessee. The conclusion to which I have come is that on the material before us it

is impossible to assess the land on the basis that it is a brick field.

31. The learned Counsel for the claimant has asked us to send the case back to the Lower Court for the purpose of enabling his client to give the

necessary evidence. This request it seems to us, cannot be acceded to. It is not explained why the claimant failed to place the necessary materials

before the Lower Court and his excuse, so far as we can see, appears to be, that he was not then aware of the law on the subject. The claimant

cannot complain of want of time as the land acquisition proceedings commenced in 1914 and the District Judge delivered judgment in 1922. It was

a feeble request that was made to us to send the case back, a request not based on any affidavit, and in the circumstances we are constrained to

dispose of the case on the materials that are before us.

32. I have already said that as building land the claimant will be entitled to Rs. 2,000 per acre. The District Judge has also come to the conclusion

that it is the proper value though no doubt for different reasons. In our opinion this is the value that the claimant is entitled to. This disposes of the

most important item of the claim.

33. His Lordship then discusses the amount of compensation payable for buildings, trees, etc.

34. The learned Government Pleader urges that interest ought not to have been awarded from the date of the award but that u/s 28 only from the

date on which the Collector took possession of the land acquired. The date of the award is 15th December, 1925. Possession was taken on 14th

February, 1916. The Government's contention on this point is correct and the interest must be decreed only from the date possession was taken

The award of the District Judge will be confirmed subject to the modification to which I have referred.

35. Making the modifications the amount awarded is as follows:

Rs. A.P.

Excess in respect of buildings ... 2,220 0 0

Excess in respect of trees ... 2,300 0 0

Amount allowed for ponds ... 760 0 0

Amount wrongly deducted by the District Judge for ponds 125 0 0

Total ... 5,405 0 0

15 per cent, on the above ... 810 12 0

Total ... 6.215 12 0

Amount awarded by the District Judge ... 81,609 12 0

Total ... 87,825 8 0

36. From this must be deducted Rs. 104-4-0 the compensation paid to the melvaramdar and 15 per cent, thereon.

37. The claimant will be entitled to Rs. 87,721-4-0 with interest on Rs. 81,043-6-4 (Rs. 87,721-4-0 less Rs. 6,677-13-8 being the amount awarded by the Deputy Collector) at 6 per cent per annum from the 14th February, 1916.

38. I agree with the order of my learned brother as to costs.