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Their Lordships, dealing with the legal rights of the parties alone, are clearly of opinion that the decrees of both Courts are erroneous and should be reversed, that the main appeal, that of the Secretary of State, should be allowed and the cross-appeal dismissed, and that judgment should be entered for the Secretary of State, dismissing the respondent's action. And they will humbly advise His Majesty accordingly.

The respondent must pay the costs here and below.

Solicitors for the Secretary of State for India in Council:—*The Solicitor, India Office.*

Solicitors for Bai Rajbai :—*Messrs. T. L. Wilson & Co.*

*Appeal allowed.* \*

*Cross-appeal dismissed.*

J. V. W.

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PRIVY COUNCIL.\*

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9, 10, 11, 29.

MERWANJI MUNCHERJI CAMA AND ANOTHER, PLAINTIFFS, v.  
SECRETARY OF STATE FOR INDIA IN COUNCIL DEFENDANT.

[On appeal from the High Court of Judicature at Bombay.]

*Bombay City Land Revenue Act (Bombay Act II of 1876) sections 30, 35, 39, 40—Certified extracts of Rent Roll of "quit and ground rent" land—Office of Collector of Bombay—Statements therein as to nature of tenure of land—Suit by mortgagee relying on such extracts and advancing money on title there disclosed against Secretary of State—Act only for administration and collection of revenue—No estoppel created in matters of title—"Sanadi" tenure.*

The Bombay City Land Revenue Act (Bombay Act II of 1876) makes provision for the administration and collection of land revenue in the city of Bombay. It is for this purpose only that it sets up machinery, namely, to ascertain who is liable to pay revenue. The Collector is a revenue official.

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\* *Present* :—Viscount Haldane, Lord Shaw, Sir George Farwell, Sir John Edge and Mr. Ameer Ali,

and it is only in so far as the collection of revenue is concerned that he is entrusted with the duty of preparing a register and keeping records. The public are given access to these only in order to satisfy themselves that they are being properly assessed. The Act does not purport to establish a system of registration of title which is to supersede other means of conveying or registering the title to land, or to relieve purchasers or mortgagees from the ordinary obligations to see that they get what they have contracted to get. No doubt the register is of considerable use even for conveyancing purposes. But neither the language of the Act nor the character of the officials, who have the duty of keeping it, is such as to indicate an invitation to the public to rely on statements in the records as to title which may have to be made incidentally, but which are not expressed, and do not purport to be decisive either of the rights of Government or of those of the individual as to matters which go beyond liability to contribute to land revenue.

Where, therefore, the appellants, in a suit against the respondent, claimed that they had advanced money on mortgage relying on statements in certified extracts from the Rent Roll of "quit and ground rent" land kept in accordance with the provisions of the said Act in the office of the Collector of Bombay to the effect that the land was of "quit and ground rent," and not of "Sanadi" tenure, and therefore not liable to be resumed by the Government,

*Held*, that the respondent was not estopped by such certified extracts from treating the land as being of "Sanadi" tenure, and liable to resumption.

APPEAL 101 of 1914 from a judgment and decree (25th March 1912) of the High Court at Bombay in the exercise of its appellate jurisdiction, which affirmed a judgment and decree (15th July 1911) of the same Court in the exercise of its ordinary original civil jurisdiction.

The question for determination on this appeal is whether a plot of land in the City of Bombay, within an area of about 2,058 square yards, on mortgage of which the appellants had advanced more than Rs. 80,000, was, as between them and the Government, held on "quit and ground rent tenure," or on what is known as "Sanadi" tenure, the latter being liable to be resumed by the Government.

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According to the appellants' case the "quit and ground rent tenure" is one of the best known and most valuable of the various tenures on which land in the City of Bombay is held under Government, the annual rent being at the rate of 11 reas per square yard. It was stated in the plaint and not denied that properties held under this tenure in Bombay were "freely bought and sold in the market and treated as being little, if at all inferior to freehold tenures." Grants of "Sanadi" land on the other hand generally contained a condition that Government might resume the land on giving six months notice and consequently were admitted to be far less valuable than if held on "quit and ground rent tenure."

Government have always kept Rent Rolls of all lands on which any rent or assessment is payable, in which transfers of ownership are registered, and such Rent Rolls were in practice the basis of investigations as to tenures.

By the City of Bombay Land Revenue Act (Bombay Act II of 1876), however, it was enacted in section 39 that the Collector of Bombay should prepare and keep a separate Register and Rent Roll of every description of land, according to the nature and terms of the tenure on which such land was held; and by section 40 that all records of the City of Bombay survey concerning the land or the land revenue should be kept in the Collector's office, and be open to the inspection of the public, and that certified extracts therefrom, or certified copies thereof should be given to all persons applying for them.

Almost all the land now in dispute was originally granted under a Sanadi grant in 1824 at an annual rent of 11 reas per square yard, but a small part was apparently an encroachment on adjoining Government

land, and was "newly assessed" at a different rate in 1879. Before 1878 the original plot had been always entered in the Rent Rolls of land in the new Town. Kamatipura in which District it was situated; all land in this District, with the exception of some plots granted on Sanads and of leasehold, being of quit and ground rent tenure. In 1879 after the passing of Bombay Act II of 1876, a special Rent Roll was opened for all "quit and ground rent" land in the City, and the original plot was entered therein as "quit and ground rent" land. In 1880 a piece of land, 95 square yards, was added, and a note made that it was "newly assessed ground and added," but from 1885 when a new Rent Roll was opened for "quit and ground rent" land the whole plot in dispute (including the newly assessed portion) was entered in it, and shown as being all held at the 11 reas rate as quit and ground rent land. The records of the land were so kept until 1908, when the record of the land in question was transferred to a new Rent Roll, which was then, for the first time, opened for "Sanadi" land.

In 1889 an entry was made in the Rent Rolls of the transfer of the plot in suit, registered on 19th January, from one Allawoodin Jawanji to Abdul Husein Ibrahimji, the owner of the plot, and who had mortgaged it to the appellants, and in accordance with the practice of the Collector's office, a notice bearing that date was served upon Abdul Husein, notifying him of the amount payable by way of assessment on ground rent upon the plot, and of the place and time for paying the same, and describing the land specifically as "quit and ground rent land."

Abdul Husein deposited the title-deeds of the land, in January 1892, with one of the Banks in Bombay by way of equitable mortgage, and Messrs. Gostling and Morris, a firm of surveyors, were employed to investigate the

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title at Abdul Husein's expense. That firm on 19th January 1892 applied to the Collector to furnish them with certified extracts of the revenue survey of the lands, and also "an inspection and certified extract from the Rent Rolls showing the ownership of the property," from 1842 to that date. Three certified extracts signed by the then Assistant Collector were thereupon furnished to Messrs. Gostling and Morris, and paid for, and on them that firm approved the title of Abdul Husein, and the Bank with whom the title-deeds of the land had been deposited advanced him a loan. The extracts were headed (a) "extract from Rent Rolls of quit and ground rent land for the years 1841-42, and 1843-44," (b) "extract from Rent Roll of quit and ground rent land for the years 1878-79 and 1879-80," and (c) "extract from Rent Roll of quit and ground rent land for the years 1885-86," and each extract described the land as paying rent at the rate of 11 reas per square yard.

In October 1892 Abdul Husein applied to the appellants for a loan upon a mortgage of the land, and the appellants instructed their Solicitor, Mr. K. D. Shroff, to investigate the title for that purpose. He inspected the title-deeds at the Bank, the notice of 19th January 1889, and the three extracts (a), (b) and (c), and on the strength of those documents, he was satisfied without further inquiry that the tenure of the land was "quit and ground rent," as therein described, and after some further investigation of Abdul Husein's title (apart from the question of tenure) which involved another reference to the Collector's records prior to 1844, he advised the appellants that the title was good, and that the tenure was "quit and ground rent," and on this the appellants advanced to the mortgagor Rs. 36,000, and a formal mortgage was executed by him in their favour, the mortgaged property being therein described as

of "quit and ground rent tenure." On 23rd October 1896, the 28th June 1897, and the 15th August 1901, the appellants made further advances to the same mortgagor on the security of the same land, and in all three deeds of further charge the same description was given of the land. On 20th September 1900, prior to the execution of the last of the three deeds of further charge, the appellants entered into possession of the land, and in January 1901, and thereafter until 1908, the Government rents were paid by the appellants, who received receipted bills for them from the Collector's office, the land being in each bill described as of "quit and ground rent" tenure.

In 1908, when the Record of the land was transferred as before mentioned, the land was in the receipted bill described for the first time as "Sanadi land" instead of "quit and ground rent." Notwithstanding the protest of the appellants against the form of the receipt the Collector refused to do anything in the matter; and on 24th January 1910 the appellants brought the suit out of which this appeal arose, praying for a declaration that the land in dispute was of quit and ground rent tenure, and that the respondent had no right to resume it under the Sanad, and for consequential relief. Abdul Husein was also joined as a defendant, but he did not appear, and took no part in the proceedings, and consequently he was not made a party to this appeal.

The defence was that the land in dispute was held under the Sanad of 1824, and denied the appellants' right to the relief they claimed. The first defendant denied that he had by any declaration, act or omission caused or permitted the plaintiffs to believe that the land in suit was of quit and ground rent tenure, and submitted that he was not estopped from setting up the true title and claiming his rights thereunder. He alleged that the Collector never intended or contem-

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plated that the second defendant or the plaintiff should act upon the documents in the plaint mentioned in the manner alleged, and submitted that the Collector had no authority to give up or vary the rights of the Government under the Sanad of 1824, and that the suit should be dismissed with costs.

Of the issues raised the following only were material in this appeal.

"(1) Whether the Collector of Bombay had any power to vary the tenure of the land in suit ?

"(2) Whether this defendant is bound by any declaration, act or omission of the Collector, tending to vary the said tenure ?

"(3) Whether this defendant or the Collector of Bombay by any declaration, act or omission intentionally caused or permitted the plaintiffs to believe that the said land was of quit and ground rent tenure ?

"(4) For what purposes were the extracts, copies whereof are exhibit B to the plaint, taken in 1892 ? and who obtained them and on whose behalf ?

"(5) Whether the plaintiffs could and ought not, by the exercise of reasonable diligence in 1892 and before they advanced moneys on mortgage to the defendant 2, have discovered that the said lands were the subject of a Sanad ?

"(6) Whether the plaintiffs, when they advanced the moneys alleged in the plaint, concerned themselves with the tenure of the said lands ?

"(7) Whether the plaintiffs, in advancing the said moneys, acted upon any belief engendered by the defendant or the Collector of Bombay that the said lands were of quit and ground rent tenure ?

"(12) Whether having regard to the circumstances mentioned in the plaint, defendant 1 is not now estopped from claiming that the said lands are Sanadi lands ?"

At the hearing the second plaintiff deposed that the plaintiffs would not have entered into the contract of mortgage if they had known that the land on which their loan was secured was of Sanadi tenure ; and Mr. Shroff, their Solicitor said he was satisfied with the title disclosed on the extracts above mentioned, and that if he had been aware that the land was "Sanadi"

land, he would not have advised the plaintiffs to take the mortgage.

For the first defendant witnesses were called from the Collector's office : (a) that the practice as to certified extracts from the Rent Rolls was that they should be made out by the applicant, and only certified as correct by the Collector, or his Assistant, and that the extracts above referred to were so made. Rules purporting to be made by Government under section 40, Bombay Act II of 1876, were also put in evidence, Rule VI of which provided that copies of extracts were to be made by the applicants or their agents : (b) that of the extracts copied, though all were headed as being taken from Rent Rolls of "quit ground rent" land, only the second and third were in fact so taken, the extract for 1841-44 being extracted from Rent Rolls entitled "Rent Rolls of New Town Kamatipura," though it would appear that the label containing this title was partly obliterated : (c) that in the Rent Roll for 1878-79 on the page from which the second extract was taken, a note in red ink in the following terms "*vide* Sanad, dated 3rd February 1824" which had been there at all events since April 1878, but which had not been copied into the extract : and (d) that in another of the public records of the Collector's office referring to the land in suit, namely, the Register of Revenue Survey of 1868-69, there had been for sometime prior to 1887, another pencil note, "as per Sanad, dated 3rd February 1824."

The trial Judge in the High Court (BEAMAN J.) decided the first and second issues in favour of the plaintiffs holding that if the representations relied on by them were really made by the Collector, the first defendant would be bound by them if made in negligent breach of his statutory duty with the intention or effect of inducing the plaintiffs to believe that land which was in fact Sanadi was of a quit and ground rent tenure.

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On the merits of the case he held that Gostling had made a personal inspection of the Rent Rolls in Laughton's Revenue Register and had seen the entries referring to the Sanad ; that he had made his own extracts, and had obtained the notice of the 19th January 1889 from the second defendant ; that neither Gostling nor Shroff cared whether the land was Sanadi or quit and ground rent, inasmuch as until comparatively recently no practical distinction existed or was made between them ; that Gostling was responsible for his extracts which were not representations by the Collector, who was not responsible for defective inquiries made by applicants for inspection ; that in this case the Collector-ate records in so far as they were representations could not and did not mislead either Gostling or Shroff ; that the entries in the Rent Roll of 1878 and Laughton's Revenue Register were there before them ; that the extracts and notice were not representations by the Collector certifying that the land was a quit and ground rent tenure as distinguished from a Sanadi ; that in any event they were not addressed or made to the plaintiffs and could not raise in their favour any right of estoppel ; that the evidence was conclusive to show that until very recent times persons dealing in land regarded Sanadi lands as favourably as quit and ground rent land ; that the plaintiffs were not by any of the documents or representations alleged caused to alter their position, nor would they have acted in any way differently had they known from the first that the land was held under a Sanad. The trial Judge accordingly held that there were no circumstances which would raise in the plaintiff's favour any estoppel as against the first defendant, and dismissed the suit with costs.

An appeal from that decision was heard by the High Court in its appellate jurisdiction by SIR BASIL SCOTT, C. J. and RUSSELL J, who held on the first and second issues

(differing from BEAMAN J.) that the first defendant would not be bound or estopped by acts or omissions of the Collector amounting to negligent representations in breach of his statutory duty, but that even assuming that he would be so bound and liable, the evidence in the case did not establish any such representation or breach of duty on the Collector's part.

It was also held in concurrence with the trial Judge that the entry as to the Sanad appeared in the Rent Roll and Revenue Register at the time of Gostling's and Shroff's inspections and were there for long before; that neither Gostling nor Shroff considered the question of the tenure; that Gostling had personal inspection of the Rent Roll and that his clerk made the extracts; that Gostling's object in obtaining the extracts was to trace the devolution of the property, and not for the purpose of getting official certificates as to the tenure; and that Gostling did not attach importance to the entry as to the Sanad, because both classes of land were the same. It was further held that the plaintiffs did not claim under the Chartered Mercantile Bank by whom Gostling was employed when he obtained the extracts; that the extracts contained no representation by the Collector such as alleged; that the notice relied on was not directed to the plaintiffs, nor was it a representation as to the tenure at all, nor did it purport to represent the contents of any Register or Rent Roll; that Sanadi lands in New Town were also known as quit and ground rent lands, and that this was the correct inference from the Collectorate Records up to 1908. The appellate Court therefore held that the first defendant was not estopped from setting up the true nature of the property, and dismissed the appeal with costs.

On this appeal :

*P. O. Lawrence K. C., Raikes, and Lowndes* for the appellants contended that the respondent was estopped

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from disputing that the land in suit was of quit and ground rent tenure, and had no right to resume it under the Sanad of 1824. On the extracts from the Rent Rolls obtained from the Collector's office the appellants' Solicitor was quite justified in concluding that the land referred to in them was of quit and ground rent tenure. They were certificates given by a Public Officer under sections 74 and 75 of the Evidence Act (I of 1872), and as such were legal evidence of the contents of the Rent Rolls under section 77 of that Act. It was, it was contended, only reasonable, under the circumstances, for him to rely on their accuracy. Reference was made to the Bombay City Land Revenue Act (Bombay Act II of 1876), sections 39, 40. They were all that was necessary for a Solicitor in Bombay to obtain in order to show that the tenure of the land was "quit and ground rent" tenure. The extract (c) was a very important one; and had it been the only one granted it would have justified the Solicitor in recommending the title; there was no indorsement on it referring to any Sanad. Even if the notes were made in the extracts referred to (and both the Courts below have found that they were), no steps had been taken in the Collector's office to correct the Rent Rolls in accordance therewith, for in the Rent Rolls for the years 1885-86 from which extract (c) was made the land in suit was still described specifically as being of quit and ground rent tenure. The notice under Bombay Act II of 1876, section 12, dated 19th January 1889 also described the land as being "quit and ground rent land." Also certain receipts for revenue so described the land in suit. For a long period the respondent had dealt with the appellants on the basis of their being quit and ground rent tenants and it was submitted he was estopped from now dealing with them on quite another basis, namely, that the land was liable to be resumed by the Government under a Sanad. The Evidence Act

(I of 1872), section 115 was referred to as to estoppel. The character of the tenure was guaranteed to the public by the certificates from the Collector's office which, it was submitted, were representations by the Collector to the recipients of them that the land referred to in them was of the nature there stated. It was immaterial by what channel the contents of the entry reached the public. An estoppel was created by the entry in the Collector's Books of which the certified copies are given to the public when applied for. Reference was made to *Coventry v. Great Eastern Railway Company*<sup>(1)</sup> as to the liability of public companies who issue mercantile documents and it was pointed out that the distinction between that case and the present case drawn by BEAMAN J., was not justified, inasmuch as there was no evidence whatever here that the records of the Collector's office were ever "revised, recasted, reinvestigated, or corrected." Under Act II of 1876 the Collector was bound to keep separate records of the "quit and ground rent," and the "Sanadi" tenures so that on application any member of the public should be able to ascertain by inspection and search what is the tenure of any particular plot of land. The rule made under the Act and followed in practice, that the extracts from the Registers and Rent Rolls should be made by the applicant, while the Collector or his staff merely certified the extracts to be correct, would be *ultra vires*. It could not at any rate relieve the Collector from responsibility. The Preamble of the Act was referred to. It had to do with revenue not title. [LORD SHAW referred to section 35 which enacted that "the registration or transfer of any title in the Collector's records shall not be deemed to operate so as in any way to affect any right, title or interest of Government in the land, house, or other immoveable property in respect of

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<sup>(1)</sup> (1883) 11 Q. B. D. 776.

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which any such transfer is made or registered"]. That referred only to the transfer of ownership mentioned in section 30 of which notice has to be given to the Collector by the transferor and transferee. The "registration" referred to in sections 30 and 35 mean registration under the Indian Registration Act. Under the circumstances of the case, it would, it was submitted, be inequitable to allow the respondent now to assert a title under the Sanad of 1824.

Counsel for the respondent were not called on.

*1915 June 29th.*—The judgment of their Lordships was delivered by

VISCOUNT HALDANE:—The facts in this case are really not in controversy. The appellants have advanced on mortgage of land in the City of Bombay Rs. 80,000. They claim against the respondent, the Secretary of State, that they advanced this sum to Abdul Hussein Ibrahimji, the mortgagor, relying on statements in certified extracts from the Rent Roll of quit and ground rent land, kept in the office of the Collector of Bombay, to the effect that the land was of quit and ground rent, and not of Sanadi tenure. The question to be decided is whether the appellants, who were plaintiffs in the Courts below, are entitled to a declaration that the respondent is estopped from treating the land as of Sanadi tenure. In Bombay both of these tenures exist. The land in question is in fact held under a Sanad which purports to enable the Government to resume possession for public purposes on giving six months notice and providing compensation for buildings and other improvements. For the purposes of the question to be decided their Lordships assume, although the point is not conceded, that if the land were held on the other tenure it would be contrary to the practice of the Government, if not to the law, to

resume possession, and that the land would be in consequence more valuable as a security. It is not, however, clear that such a view has always prevailed or that the difference between the two tenures was regarded as important at the time of the mortgage.

The Sanad was granted by the Government of Bombay in 1824, a rent of 11 reas per square yard being reserved. Such a rent would have been the usual rent had the land been of the other tenure.

In January 1892 the mortgagor had granted a security over the land for an advance from the Chartered Mercantile Bank. A Mr. Gostling, partner in the firm of Gostling and Morris, land surveyors in Bombay, had been employed to report on the security and the title. He inspected certain entries in the Collector's Rent Rolls and in what was called Laughton's Revenue Survey Register, both of which were kept in the office of the Collector. In the entries which he inspected there were express references to the Sanad with which the title originated. He applied to the Collector for "certified extracts" from the rolls and register. These extracts were, in accordance with the rules which obtained, made by his own clerk, and were formally certified by an assistant of the Collector as correct. The extracts were, however, inaccurate in certain points. In one of them the title given was "Rent Roll of Quit and Ground rent," instead of, as it should have been in accordance with the book from which it was taken, "Rent Roll of Land situate in New Town or Kamatipura." In another of the extracts, the entry in the Rent Roll from which it was taken contained a reference to the Sanad of 1824, and this was omitted in the extract. Mr. Gostling, in addition, obtained from the mortgagor a notice in which the Collector required payment of a small sum as rent for "the quit and ground rent land situate at New Town." He also in-

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spected the title deeds. These did not go back as far as the Sanad of 1824, but on one of them, dated in 1843, there was an indorsement to the effect that the registration of deeds of transfer did not imply any relinquishment of the right of ownership in, or the power to resume, the land at the pleasure of the Government, but that the sole object of the register was to enable the Collector to apply to the proper person for the payment of the rent.

Mr. Gostling does not appear to have been deterred by this indorsement, or by the references to a Sanad, from recommending the title. Their Lordships think that in 1892, when he made the investigation, importance was not attached in the same degree as later on to the difference between the two tenures. It appears to have been thought that in neither case was there substantial likelihood of the Government resuming the land.

On the 25th October 1892, some ten months after the first advance, the mortgagor obtained advances on second mortgage from the appellants. The latter employed a solicitor named Shroff to investigate the title and advise as to the security. His evidence shows that he inspected the title deeds at the bank and also got hold of the certified copies of the extracts from the Collector's Rent Rolls and the Collector's notice to which reference has been made. He appears to have applied to the Collector for access to certain of the records and to have obtained it. At all events he searched the records, which not only did not indicate that the tenure was quit and ground rent, but which contained a reference to the Sanad of 1824. It is probable that he was not paying more attention to the difference between quit rent and Sanadi tenure than had Gostling or the Collector's clerk who checked the extracts made by Gostling's clerk. In the end he advised the appellants to proceed with the mortgage.

The case made for the appellants, who were plaintiffs at the trial, was that by reason of the references and omissions in the copies of the extracts, as well as in the Collector's notice and in certain bills sent in by the Collector for the rent due, the action of the Collector has estopped the respondent, the Secretary of State, from denying that the land is of quit rent as distinguished from Sanadi tenure, and that the appellants are entitled to a declaration of title on that footing. In order to determine whether this is so, it is necessary to ascertain what was the duty of the Collector and his position in relation to the Government and the public. The Collector, prior to 1876, kept in his office what were called Rent Rolls of land, on whatever tenure held. After 1876 this practice continued, but was regulated by the Bombay Act II of that year, known as the Bombay City Land Revenue Act, 1876.

Under this Act, which extends only to the City of Bombay, the controlling authority in all matters connected with the land revenue is vested in the Collector of Bombay, subject to the Governor in Council. The duty imposed on him is to fix and levy the assessment for land revenue. The liability is to be settled with the superior holder of the lands, subject to an appeal to the Revenue Judge, who is to be the Senior Magistrate of Police. There is a further appeal to the High Court on its appellate side. The existing survey and the demarcation of lands already made, and all the records of this survey are to be *prima facie* evidence. Corrections of such demarcation or of entries in the records of the survey may be made by the Collector, or by order of a competent Court.

Part VIII of the Act relates to transfer of lands. Section 30 provides that whenever the title to immovable property subject to the payment of land revenue to the Government is transferred, the transferor and the

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transferee are to give notice to the Collector. Any transferor who fails to give notice is, in addition to being liable for a penalty, to continue liable for the payment of land revenue until notice is given or transfer is effected in the Collector's records. In case of dispute as to the making or completion of any entry or transfer, the Collector may summon the parties and take evidence and decide summarily what entry should be made. Section 35 provides that the registration or transfer of any title in the Collector's records shall not be deemed to operate so as in any way to affect any right, title, or interest of the Government in the property in respect of which such transfer is made or registered. In the final part of the Act, which is headed "Miscellaneous," it is provided that it shall be the duty of the Collector to prepare and keep, in such form as the Government shall from time to time sanction, a separate register and Rent Roll of every description of land, according to the nature and terms of the tenure on which such land is held. All maps, registers, and other records are to be kept in the office, and to be open to the inspection of the public, who are to be entitled to obtain extracts or certified copies.

Their Lordships are of opinion that the Act must be treated as defining the extent of the rights of any one who consults the maps, register, and records at the office, and that in order to ascertain these rights the Act must be read as a whole and its purpose ascertained. When it is so read their Lordships think that this purpose and the nature of the rights conferred are not doubtful. The Act is one which makes provision for the administration and collection of the land revenue of the Government in the city of Bombay. It is for this purpose only that it sets up machinery. The object is to ascertain who is liable to pay. The Collector is a revenue official, and it is only in so far as the

collection of revenue is concerned that he is entrusted with the duty of preparing a register and keeping records. The public are given access to these only in order to satisfy themselves that they are being properly assessed. The Act does not purport to establish a system of registration of title, which is to supersede other means of conveying or registering the title to land or to relieve purchasers or mortgagees from the ordinary obligation to see that they get what they have contracted to get. No doubt the register is of considerable use even for conveyancing purposes. But neither the language of the statute nor the character of the officials, who have the duty of keeping it, is such as to indicate an invitation to the public to rely on statements in the records as to title which may have to be made incidentally, but which are not expressed and do not purport to be decisive either of the rights of the Government or of those of the individual as to matters which go beyond liability to contribute to land revenue.

From this conclusion as to the scope of the Act it follows that what has taken place in the present case has not given the appellants any right to claim that the Government is prejudiced in any right it has to treat the land in question as of Sanadi as distinguished from quit rent tenure. Nor are their Lordships satisfied that at the time of the investigation of the title in 1892 the parties themselves really attached much importance to the statements as to tenure in the extracts and other documents produced. They appear to have inspected the deeds in the usual fashion, and to have concerned themselves with the question of who was the owner of the land rather than with the question of the rights of the Government. In the view which has been taken, it is not necessary to deal separately with the question raised under section 35 of the Act as to whether any

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right, title, or interest of the Government could be affected by the registered entry.

Their Lordships will humbly advise His Majesty that the appeal fails and ought to be dismissed with costs.

Solicitors for the appellants : Messrs. *E. F. Turner & Sons.*

Solicitors for the respondent : *The Solicitor, India Office.*

*Appeal dismissed.*

J. V. W.

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ORIGINAL CIVIL.

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*Before Mr. Justice Beaman.*

1914.

November 6.

KHIMJI VASSONJI AND ANOTHER ( PLAINTIFFS ) v. NARSI DHANJI AND OTHERS ( DEFENDANTS ).<sup>o</sup>

*Marriage, contract of—Procuring breach of contract—Conspiracy—Cause of action—Malice, an essential ingredient—Tort.*

The first plaintiff betrothed his son, the second plaintiff, to one J. Subsequently J.'s father married her to the first defendant. Thereupon the plaintiffs brought this action against the first defendant and his sisters, the second and third defendants, to recover damages, alleging that they ( the defendants ) had plotted and conspired together wrongfully to procure the breach of the first contract of marriage.

The conspiracy alleged was not proved at the trial nor was it proved that the first defendant knew at the time of his marriage with J. of her previous betrothal to the second plaintiff.

*Held* : ( 1 ) that the suit was not maintainable ;

( 2 ) that no legal right inhering in the plaintiff had been violated, since, according to Hindu law, by which the parties were governed, a father was entitled to break off his daughter's engagement should a more suitable bridegroom be available.

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<sup>o</sup> Original Civil Suit No. 494 of 1913.