

(1) Number of pages _____

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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

GO. No. <i>3475</i>	Press <i>Ma.</i>
<i>2-9-05</i>	
Dated <i>6-11-05</i>	<i>186</i>

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
6th November 1868.*

Read the following papers :—

No. 92. From the Superintending Engineer, 6th Division, to the Secretary to Government, Public Works Department, dated Tranquebar, 30th September 1868, No. 698.

1. I have the honor to inform you that a Civil Suit has been brought against

- Colonel Greenaway and Mr. Supervisor Cahill for the recovery of the value of certain lands on which the Parcherry, which was removed in 1864, stood, in the Court of the District Moonsiff of Trichinopoly, and the hearing is to take place on the 7th October next.
- A. Petition to Captain Palmer, from milkmen, received on 24th August.
B. Letter, No. 1,596, of 22nd April 1865, from Mr. Cahill, to Colonel Greenaway, Acting Superintending Engineer.
C. Copies of correspondence and petition, &c., of one Moottoo Veerayee and others.
D. Detailed statement of land held by each proprietor of a hut in the Parcherry.
E. Deposition by a Curum relative to the land occupied by the Parcherry.
F. Detailed measurements of do.
G. Translation of Plaint.

2. In G. O., No. 163, dated 16th January 1864, Government sanctioned Rupees 19,800 for payment on account of the value of the houses removed, and in G. O., No. 3,545, of 13th December 1864, Government sanctioned an additional sum of Rupees 1,200, to enable the milkmen, who had been turned out, to purchase land on which to rebuild their huts.

A. 3. Under the petition received on the 24th August 1864, signed by thirty-three milkmen, requesting that the sum, sanctioned by Government, might be paid in part purchase of a building in Trichinopoly, on a suitable site, for the location of the milkmen; the Rs. 1,200, sanctioned by Government, were paid to one Pariasawmy Moodelly (in part purchase of a house valued at Rupees 4,000) by Mr. Cahill, then temporarily in charge of the Trichinopoly Range, as reported in letter, No. 1,596, of 22nd April 1865; the purchase

B. appears to have been completed* by the milkmen, and the house was pulled down, and the milkmen built their huts on the site. It would appear that the first

* Though the milkmen occupy the ground, I am told the Puttah is still given to Pariasawmy Moodelly. This I have ascertained since writing the letter.

plaintiff, Muttia Konan, would not accede to the arrangements entered into by the other milkmen, or pay his share towards the completion of the purchase, and hence the purchase was completed without his aid; and from Enclosure C., it will be observed that Colonel Greenaway rejected all claims on the part of the dissentients to the arrangement generally agreed upon by the milkmen, on the plea that the minority should yield to the wishes of the majority. It would appear, further, from Enclosure C., that one Moottoo Veerayee, on receiving an Endorsement from Colonel Greenaway to the effect that she should claim her share of the land purchased from the milkmen in possession, brought an action against them; the case, it would appear, was thrown out by the District Moonsiff on inquiry, because the defendants asserted that the payment made to them was for their land only (this was untrue,) and the plaintiff was directed to lay her claim against the Executive Engineer, and hence this suit.

Sanctioned an additional sum of Rupees 1200 to enable the milkmen who had been turned out, to purchase

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6th November 1868.

A. It will be observed that there are five names at the foot of the petition to Captain Palmer, received on the 24th August 1864, which have not been signed, no signature in Tamil appearing against them; amongst these names are those of the four plaintiffs, and the first three mentioned in the margin appear to be the sons of Eroolappa Konan, who it will be observed from column 1 of statement D, was one of the original Pardars, and that his Puttah comprised an area of 84,614 square-feet out of 107,615 square-feet, the whole area of the Parcherry. With a portion of their land the brothers appear to have parted, as the area actually held by them when the Parcherry was removed, was 14,871½ square-feet, valued at Rupees 104-12-3 as follows:—

	Area in A.	Value.
E. Muttia Konan	5,362	66 0 11
E. Vencatuchella Konan	5,677	73 15 7
E. Iyah Konan	2,233½	54 11 3
K. Kistna Konan	14,871½	104 12 3
Do.	5,211½	65 5 0
Property of all Plaintiffs	33,355	263 14 7
As per plaint	24,254	209 3 4½
Difference	9,101	54 10 9½

The property of the plaintiffs, it will be observed, is nearly quarter of the whole area, and individually they are among the largest proprietors.

5. From Enclosure A. it would appear that the original petitioners were only promised Rupees 1,000 by Captain Palmer, and it is probable that he applied for Rupees 1,200 in order to provide a margin to cover the value of the land of those who would not consent to the purchase of Pariasawmy Moodelly's house; and had he remained in the district, it is probable that he would have ascertained the area and value of each holding, and have paid each individual who would not consent to the purchase of Pariasawmy Moodelly's house.

6. The Major-General Commanding the Division was very anxious to have the Parcherry removed, and Mr. Cahill, *Vide* Enclosure B. I think, acted in good faith in paying the whole sum to Pariasawmy Moodelly, who is the grandson of Mannikkam Moodely mentioned in the Petition A.

7. Under these circumstances, it appears to me that the only defence that can be set up is that, as the full amount sanctioned by Government, *viz.*, Rupees 1,200, was paid at the request of a majority of the milkmen towards the purchase of a

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6th November 1868.

house for them, and that as the actual value of the ground on which the Parcherry stood was only Rupees 1,195-6-6, the plaintiffs have no claim against the defendants, who acted in good faith, but against the milkmen who completed the purchase, and they are, I am informed—

Statement F.

	Area.	Value.
	RS.	A. P.
Iyah Konan	6,558½	72 10 8
M. Karuppa Konan	977½	10 13 3
V. Gopala Konan	2,866½	31 12 2
K. Rungasawmy Konan	5,865	64 15 7
	16,267½	180 3 8

Two of whom, it will be observed, were tolerably large holders of land in the Parcherry.

8. I have endeavoured to get the milkmen to settle the matter amicably, but without effect, and I then informed two of the persons, in whose names the property is said to have been purchased, who waited upon me, that I would recommend to Government that the line of defence I have proposed above should be adopted, and that their defence, when the action adverted to in paragraph 3 was brought against them, was untrue; they appeared perfectly unconcerned, and would make no attempt to settle the matter amicably with the plaintiffs.

9. From the indifference displayed by the milkmen in possession, and from other causes, I am inclined to believe that the suit is brought against Government with a view of obtaining a larger amount for the land, than the Rupees 1,200 sanctioned; and that if the suit is decided in favor of the plaintiffs, several other suits will follow, not only on the part of those who did not sign the original letter to

A. Captain Palmer, but also on the part of some of those who would appear to have signed it, but who will deny their signatures, or on the part of relatives of those whose signatures are attached to the petition, who have since died.

10. There appears to be but little doubt that the milkmen were originally squatters in the Military Cantonment, and when it was first proposed to eject them, payment or compensation for the ground was not contemplated; but as no suitable site was available to which they could be transferred, and there was considerable delay in consequence, in getting them out of the Parcherry, it was proposed to purchase a bit of ground for them; this was done not because it was supposed they had any right to the ground, but out of compassion, and I had thought of proposing that the defence set up should be that those who did not choose to share in the land purchased in part by the sum sanctioned by Government, and paid to Pariasawmy Moodelly at the request of the majority, had only themselves to blame; but

Enclosure E.

Eroolappa Konan, Neelacanta Konan, and Vencatuchella Konan.

on inquiry, I find that Puttah was granted on account of the land up to Fusly 1273 to three persons, and the first is the father of three of the plaintiffs. The sum paid by them to Government

Sanctioned an additional sum of Rupees 1200 to enable the milkmen who had been turned out, to purchase land.

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6th November 1868.*

annually was Rupees 1-0-6, which was contributed by the different occupiers of the huts, as shown in column 12 of Enclosure D.

I beg that the enclosures from A. to G. may be returned.

REFERRED to the Government Pleader for his professional opinion as to the best line of defence to be adopted, and for a draft reply.

(Signed) CHARLES A. ORR, Colonel, R. E.,

FORT ST. GEORGE,
5th October 1868.

Secretary to Government, P. W. D.

No. 93. From the Officiating Government Pleader, Madras, to the Secretary to Government, Public Works Department, dated Madras, 21st October 1868, No. 170.

1. I have the honor to acknowledge the receipt of the Order of Government, dated 5th October 1868, (passed upon a letter from the Superintending Engineer, 6th Division, dated the 30th September 1868, No. 698,) requesting me to advise as to the line of defence to be adopted in the Suit, instituted by Mutia Konan and three others in the District Moonsiff's Court at Trichinopoly, against Colonel T. Greenaway, as Executive Engineer, and Mr Cahill, as Overseer in the Public Works Department, and to prepare the draft answer thereto.

2. In reply, I have the honor to forward, herewith, the draft of a written statement which I have prepared for the purpose of being filed in answer to the Suit. The Superintending Engineer of the district should carefully fill up the blanks in it, and apply to the Court for leave to verify it on behalf of the defendants, neither of whom, I presume, is now employed in the district. He should then sign the verification at the foot of the written statement, and have it filed in Court, together with all Orders of Government and other original letters, documents and papers intended to be relied upon as an answer to the Suit.

3. I am unable to discover from the papers before me whether or not Eroolappa Konan, the alleged father of the Plaintiffs, signed the petition to Captain Palmer, dated on or about the 24th August 1864, marked A., and referred to in the letter from the Superintending Engineer, 6th Division, above referred to; or whether any one, on behalf of the Government, had any communication, direct or indirect, with the Plaintiffs on the subject of the compensation to be paid to the milkmen. If the Plaintiffs' father did sign the Petition A., a statement to that effect should be introduced in paragraph 2 of the written statement before filing it; and if the Plaintiffs never were directly or indirectly dealt or communicated with on the subject of the compensation for the land, a substantive statement to that effect should also be introduced between paragraph 3 and paragraph 4 of the written statement. If the Plaintiffs have never been directly or indirectly dealt with, care should be taken, on the first hearing of the Suit, to raise an issue as to their title to the land; and on the final hearing, the evidence of the other milkmen, or some of them,

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6th November 1868.*

who signed the Petition marked A., should be adduced before the Court to show that the Plaintiffs were cognisant of the contents of the Petition, and of the acts of the other milkmen, with whom the arrangements as to the payment of the compensation money were made, and that the Plaintiffs or their father acquiesced in them.

4. I feel it my duty to observe that I do not think the Defendants have a good case. The payment of the compensation money to, or according to the request of the majority of the milkmen entitled to it, is no answer in law to a claim of the minority of the persons interested, if such minority did not acquiesce in or consent to the payment. Unless any objection, (of which I am not at present aware,) existed to such a course, it would have been safer to have pursued the course indicated by Act VI., of 1857, and to have taken up the land for public purposes under that Act. Had this been done, the present Suit would hardly, perhaps, have arisen.

5. All the enclosures, which accompanied the letter and the Order of Government passed thereon, above noted, are herewith returned.

IN THE COURT OF THE DISTRICT MOONSIFF OF

O. S. No. of 186

Between

Mutia Konan, Iya Konan, and Venkatachella Konan, all the sons of Eroolappa Konan, and Kistna Konan, the cousin of the above, residing in Abishagapuram, Trichinopoly Talook, } Plaintiffs.

and

Colonel T. Greenaway, Executive Engineer, Trichinopoly, and Mr. Cahill, Overseer, D. P. W., residing in the said Abishagapuram limits, } Defendants.

The written statements of the above-named Defendants.

1. Some time prior to the month of August 1864, the Government of Fort St. George, Madras, had resolved to remove the bazaar and Pancherry in the vicinity of the European Barracks at Trichinopoly, and (among other things) to clear the land, in the Plaint mentioned, of the huts then standing thereon, and which had for some time previously been occupied by certain milkmen, including in their number, the Plaintiffs abovenamed, and their late father, Eroolappa Konan, deceased.

2. The said milkmen thereupon, on the 24th August 1864, addressed a letter or Petition to Captain W. C. Palmer, the then District Engineer of Trichinopoly, making no objection to removing from and clearing the said land, but applying for Rupees 1,000 as compensation for their rights therein, and to enable them to purchase from one Mannikkam Moodelly, now deceased, in the said letter or Petition named, his house at Pootoor, to which said letter or Petition the Defendants crave leave to refer.

3. On the 13th December 1864, the Government of Fort St. George, by certain Proceedings of that date in its Public Works Department, sanctioned the expenditure (among other things) of a sum of Rupees 1,200 for compensation to the said milkmen who had any rights or interests in the said land, which said sum of Rupees 1,200 was subsequently, on or about the 23rd March 1865, at the express request of the majority of the said milkmen, who were interested in the said land, and with the privity and consent of the said Plaintiffs, paid on behalf of the said Government of Fort St. George to Pariasawmy Moodelly, the grandson and legal representative of the said Mannikkam

Sanctioned an additional sum of Rupees 1200 to enable the milkmen who had been turned out, to purchase

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6th November 1868.*

Moodelly, deceased; and the said milkmen, having made up and contributed among themselves the balance of the purchase money of the said house at Pootoor, were placed in possession thereof, which said possession they have ever since enjoyed.

4. The Plaintiffs never made any objection either to the clearing of the said land, or to possession thereof being taken by the Government, nor have they objected, at the time of payment of the said sum of Rupees 1,200 to Pariasawmy Moodelly, to such payment being made. Their present action has been brought against the Defendants, in consequence of disputes which have, long subsequent to the date of such payment, arisen between them and the other milkmen, who were interested in the said land, touching (among other things) their liability to contribute towards the sum of money required to make up the total purchase money of the said house at Pootoor, after payment of the said sum of Rupees 1,200 on behalf of the said Government as in the 3rd paragraph of this written statement is hereinbefore mentioned.

5. The said sum of Rupees 1,200 so paid as compensation for the said land was the full value thereof and of the rights and interests of all the said milkmen and persons interested therein, including the rights and interests (if any) of the Plaintiffs therein.

6. The Defendants submit that the said sum of Rupees 1,200 having been *bona fide* paid on behalf of the Government, with the Plaintiffs' knowledge, privity, and consent to the said Pariasawmy Moodelly in manner hereinbefore mentioned, such payment was a payment for the use and on account of all the said milkmen who were interested in the said land, including in their number and to the extent of their interest (if any), the said Plaintiffs, and that the Plaintiffs' cause of action (if any) by reason of the acts and matters set forth in the Plaint filed herein, has arisen against the said other milkmen, and not against the Government or the said Defendants.

I, _____, on behalf of the Defendants above named, do hereby declare that what is hereinbefore stated is true to the best of my knowledge, information, and belief.

No. 94.

ORDER THEREON, 6th November 1868, No. 3,475.

ESTABLISHMENT, No. 9.

1. The foregoing letter from the Officiating Government Pleader, with the Draft Answer referred to in paragraph 2, will be communicated to the Superintending Engineer of the 6th Division who will issue the necessary instructions for the line of defence suggested by Mr. Brockman being followed.

2. The Government consider that Mr. Cahill acted most injudiciously in paying over the compensation money to Pariasawmy Moodelly at the request of a majority of the milkmen entitled to it. As the extent of each individual's holding appears to have been accurately known, there should have been no difficulty in apportioning the amount accordingly between them.

(True Extract.)

Colonel, R. E.,

Secretary to Government.

To the Superintending Engineer, 6th Division, with eight Enclosures.

Exd. F. R. Bantleman.

No. 698
Superintending Engineer Office 6th Division
Trangurham 30th September, 1868.

From
Captain R. F. Oakes R.E.
Superintending Engineer
6th Division
To
Colonel C. C. A. Oakes R.E.
Secretary to Government
P.W. Department

Sir,
I have the honor to inform you that a
Civil suit has been brought against Colonel
Greenaway and
Mr. Supervisor Cahill
for the recovery of the
value of certain lands
on which the Panchery
which was removed
in 1864 stood, in the
Court of the District
Munsiff of Trichy
and the

hearing is to take place on the 7th October next.
2. In G.O. No. 163 dated 16th January 1864
Government sanctioned Rupees 19,800 for payment
on account of the value of the Panchery removed and in
G.O. No. 3545 of 13th December 1864 Government
sanctioned an additional sum of Rupees 1200 to
enable the milkmen who had been turned out, to
purchase

purchase land on which to rebuild their huts.

3. Under the Petition submitted on the 24th August 1864, signed by 33 Milkmen, requesting that the sum sanctioned by Government might be used in part for purchase of a Building in Trichinopoly on a suitable site for the location of the Milkmen. The Papers so sanctioned by Government was sent to our Periaswamy Madale (in part purchase of land valued at Rs. 4,000) by Mr. Cobell then, and one of the Trichinopoly Range as reported in Letter No. 1596 of 22 April 1865, the purchase appears to have been completed by the Milkmen and the house was pulled down and the Milkmen built their huts on the site. It would appear that the first Plaintiff Muttia Konian would not assent to the arrangements entered into by the other Milkmen or pay his share towards the completion of the purchase and hence the purchase was completed without his aid and from enclosure C. it will be observed that Colonel Greenaway rejected all claims on the part of the dissentients to the arrangement generally agreed upon by the Milkmen, on the plea that the minority should yield to the wishes of the majority. It would appear further from enclosure C that one Mootia Tirayya on receiving an endorsement from Colonel Greenaway to the effect that she should claim her share of the land purchased from the Milkmen in possession brought an action against them. The case it would appear was thrown out by the District Munsiff on inquiry because

because the Defendants asserted that the payment made to them was for their land only (this was untrue) and the Plaintiff was directed to lay her claim against the Executive Engineer and hence this suit.

4. It will be observed that there are 9 names at the foot of the Petition to Captain Palmer received on the 24th August 1864 which have not been signed, no signature in Tamil appearing against them. Amongst these names are those of the 4 Plaintiffs and the first 3 mentioned in the margin appear to be the Sons of Eroolappa Konian who it will be observed from Column 1 of Statement B was one of the original Pattadars and that his Pattah comprised an area of 8461 1/4 sq. ft. out of 107,900 sq. ft. the whole area of the Paraherry. With a portion of their land the Brothers appear to have parted as the area actually held by them when the Paraherry was removed was 14,871 1/2 square feet valued at Rs. 164-12-3 as follows:

	area in ft.	value as Rs.
E. Mootia Konian	5962	66-11
E. Venkatachella Konian	6677	73-15-7
E. Dyak Konian	2232 1/2	24-11-9
	14871 1/2	164-12-3
K. Kristna Konian	8331 3/4	92-5-
Do	517 1/2	5-13-4
Property of all Plaintiffs	23720 3/4	262-14-7
As per Plaintiffs	24235 1/4	269-2-4 3/4
Difference	514 1/2	6-3-9 3/4

The Property of the Plaintiffs it will be observed is nearly 1/4 of the whole area and individually they are among the largest Proprietors.

5. From Enclosure I it would appear that the original Petitioners were promised Rs 1000 by Captain Palmer and it is probable that he applied for Rs 1200 in 1857. There is a margin to cover the value of the land of those who would not consent to the purchase of Periaswamy Modeli's House and as he remained in the District it is probable that he would have ascertained the area and value of each holding and have paid each individual who would not consent to the purchase of Periaswamy Modeli's House.

6. The Major General commanding the Division was very anxious to have the Porcherri removed and Mr. C. M. M. M. M. in good faith in paying the whole sum to Periaswamy Modeli who is the grandson of Maunickam Modeli mentioned in the Petition.

7. Under these circumstances it appeared to me that the only defence that can be set up is that as the full amount sanctioned by Government viz Rs 1200 was paid at the request of a majority of the Millmen towards the purchase of a House for them and that as the actual value of the ground on which the Porcherri stood was only Rs 1195-6-6 the Plaintiffs have no claim against the Government and are in good faith but against the Millmen who consented to the purchase and they are I am informed

S. K.

	Area	Value
Syak Konian	6528 $\frac{7}{8}$	72-10-8
M. Karappa Konian	977 $\frac{1}{2}$	10-13-3
T. Gopala Konian	2866 $\frac{1}{2}$	31-12-2
T. Rengaswamy Konian	5865	64-15-7
	16267 $\frac{7}{8}$	180-3-8

2 of whom it will be observed were tolerably large holders of land in the Porcherri.

8. I have endeavoured to get the Millmen to settle the matter amicably but without effect and I then informed 2 of the persons in whose names the property is said to have been purchased, who waited upon me, that I should recommend to Government that the line of defence I have proposed above should be adopted and that their defence, when the action advertised to in para 3 was brought against them, was untrue: they appeared perfectly unconcerned and would make no attempt to settle the matter amicably with the Plaintiffs.

9. From the indifference displayed by the Millmen in possession and from other causes I am inclined to believe that the Suit was brought against Government with a view of obtaining a larger amount for the land than the Rs 1200 sanctioned and that if the suit is decided in favor of the Plaintiffs several other Suits will follow not only on the part of those who did not sign the original letter to Captain Palmer but also on the part of some of those who would appear to have signed it, but who will deny their signatures or on the part of relatives of those whose signatures are attached to the Petition who have since died.

10. There appears to be but little doubt that the
 Milkenis were originally squatters in the Military
 Cantonment and when it was first proposed to grant
 them payment or compensation for the ground was
 not contemplated but as no suitable site was
 available to which they could be transferred and
 there was considerable delay, in consequence, in getting
 them out of the Pancherry, it was proposed to purchase
 a bit of ground for them, this was done not because
 it was supposed they had any right to the ground
 but out of compassion & I had thought of proposing
 that the defence set up should be that those who
 did not choose to share in the land purchased in
 part by the sum sanctioned by Government and
 paid to Periaswamy Mudali at the request of the
 Majority, had only themselves to blame, but on
 enquiry I find that Putiah was granted on account
 of the land upto July 1873 to 3 persons and the
 first is the father of 3 of the Plaintiffs. The sum
 paid by them to Government annually was Rs 10-6
 which was contributed by the different occupants of
 the lands as shown in Column 12 of Enclosure D.

I beg that the Enclosures from A to G
 may be returned.

I have the honor to be
 Sir,

Yours Most Obedient Servant

M. J. Bates Captain R.E.
 Superintending Engineer 6th Divn

Service

N^o 2355

Referred to the Government Pleader
 for his professional opinion as to the
 best line of defence to be adopted,
 and for a draft reply.

Negapatam

P.R.S.

six weeks

Milkenis

Fort St George
 5th October
 1868.

Wm. A. M. Col R.E.
 Secretary to Government
 P. B. S.

Stone B.E.
 Government
 P.M.S.

The Government Pleader with
 Encls. A to G.
 G.O. 16 Jan'y/66. In 163
 10 Dec. - 3525
 Copy of Telegram to Supy. Genl. 15 Oct/66

10: There appears to be but little doubt that the
Milkmen were originally squatters in the Military
Cantonment at Trichinopoly.

To The Secretary to Government
Public Works Dept.
No. 3808
6th Div.

To The Secretary to Government
Public Works Dept.

Dated 30th Sept 1868
Received 2nd Oct 1868

No. 698.
Enclosures 7

P. W. Dept. 11/10/68

Reporting on a suit filed
against the Department in the
District Munsiff's Court by
certain Milkmen in the
Cantonment of Trichinopoly.

No. 3475. 6th Div.

Referred

1092
e. 26 Oct 1868

Captain R. E.
Engineer 6th Div.

Service

Telegraph Message

From Madras. To Tanjore via Negapatam
Colonel Orr. To Captain Cates.

Apply to Court for six months
extension of time to file answer to Milkman's
suit at Trichinopoly.

5th October 1868. Signed C. A. Orr Colonel R. E.
Secretary to Government
P. W. D.

10/70

High Court House Madras.
21st October 1868.

From,

H. J. Brockman.

Off^r & Govt. Madras.

To,

Colonel C. A. Arr. R. E.

Secretary to Government

Public Works Department

Sir,

1. I have the honor to acknowledge the receipt of the Order of Government dated the 5th October 1868 (passed upon a letter from the Superintending Engineer 6th Division, dated the 30th September 1868 & 1869), requesting me to advise as to the line of defence to be adopted in the Suit instituted by Muttia Koman and three others in the District & Moonsiff's Court at Trichinopoly against Colonel J. Greenway, as Executive Engineer, and Mr. Cahill, as Overseer in the Public Works Department, and to prepare the draft answer thereto.

2. In reply, I have the honor to forward herewith the draft of a written statement which

10/70
21/10/68
H. J. Brockman

which I have prepared for the purpose of being filed in answer to the Suit. The Superintending Engineer of the District should carefully fill up the blanks in it, and apply to the Court for leave to verify it on behalf of the Defendants, neither of whom, I presume, is now employed in the District. He should then sign the verification, at the foot of the Written Statement, and have it filed in Court, together with all orders of Government, and other original letters, documents and papers intended to be relied upon as an answer to the Suit.

3. I am unable to discover from the papers before me whether or not Eoolappa Korum, the alleged father of the Plaintiffs, signed the Petition to Captain Palmer, dated on or about the 24th August 1864, marked A, and referred to in the letter from the Superintending Engineer of the Division, above referred to; or whether any one on behalf of the Government had any communication, direct or indirect, with the Plaintiffs on the subject of the compensation to be paid to

to the Milkmen. If the Plaintiffs' father did sign the Petition A, a statement to that effect should be introduced in para 2 of the Written Statement before filing it; and if the Plaintiffs never were directly or indirectly dealt or communicated with on the subject of the Compensation for the land, a Substantive Statement to that effect should also be introduced between para 3 and para 4 of the Written Statement. If the Plaintiffs have never been directly or indirectly dealt with, care should be taken on the first hearing of the Suit to raise an issue as to their title to the land; and on the final hearing, the evidence of the other Milkmen, or some of them, who signed the Petition marked A, should be adduced before the Court to show that the Plaintiffs were cognisant of the contents of the Petition and of the acts of the other milkmen, with whom the arrangements as to the payment of the Compensation money were made, and that the Plaintiffs or their father —
acquired

acquiesced in them

4. I feel it my duty to observe that I do not think the defendants have a good case. The payment of the Compensation money to or according to the request of the majority of the witnesses entitled to it is no answer in law to a claim of the minority of the persons interested, if such minority did not acquiesce in or consent to the payment. Unless any objection (of which I am not at present aware) existed to such a course, it would have been safer to have pursued the course indicated by Act VI of 1857, and to have taken up the land for public purposes under that Act. Had this been done, the present Suit would hardly, perhaps, have arisen.

5. All the enclosures which accompanied the letter and the Order of Government passed thereon above noted are herewith returned, and,

Have the honor to be
Sir,

Your Obedient Servant

A. M. Buchanan

Off. Secy. to Govt. Pleader.

Port
lred to
ancherry in
the

acquiesced in them.

I feel it my duty to observe that
I do not

1864 Sept.
The Off. Secy to Govt.
Madras.

To
The Secy to Govt.
P. W. R.

Dated 21st October
No 3475-6 of Nov 1868
P. 170

Enclosure 12.
No 3475-6 of Nov 1868
Forwards a draft
Written Statement to be
filed in answer to the
Smt instituted by
Muttia Konan & 3
others in the District
Munsiff's Court at
Trichinopoly against
the Executive Engineer & 4
Division & 1 Overseer in
the P. W. R. with instructions
thereon.

No 93

In the Court of the District Munsiff of

O. S. No. of 186.

Between Muttia Konan,
Iya Konan,
and Virentachella Konan,
all the sons of Eroolappa
Konan
and Kristina Konan, the
Cousin of the above, residing
in Abishagapuram,
Trichinopoly Taluk - Plaintiffs
and

Colonel T. Greenway,
Executive Engineer, Trichinopoly,
and Mr. Cahill, Overseer
P. W. R. residing in the
said Abishagapuram limits
Defendants.

The Written Statement of the above
named Defendants.

1. Some time prior to the month of
August 1864, the Government of Fort
Saint George, Madras, had resolved to
remove the Bazaar and Pancherry in
the

Plader.

the Vicinity of the European Bunkah
at Orichinopoly, and (among other things)
to clear the land in the Plant mentioned
of the huts then standing thereon and
which had for some time previously
been occupied by certain Milkmen,
including in their number the Plaintiffs
above named and their late father,
Eroolappa Konan deceased.

2. The said Milkmen therefore, on
the 24th August 1864, addressed a letter
or Petition to Captain W. C. Palmer,
the then District Engineer of Orichinopoly,
making no objection to removing from
and clearing the said land, but apply-
ing for Rs. 1000 as Compensation for
their rights therein, and to enable them
to purchase from one Manacann
Woodelly, deceased, in the said letter
or Petition named, his house at Pootoor
to which said letter or Petition the
Defendants, came here to refer.

3. On the 13th December 1864, the
Government of Port Saint George by
certain Proceedings of that date in
the

its Public Works Department, sanctioned
the expenditure (among other things) of
a sum of Rupees 1200 for Compensation
to the said Milkmen, who had any
rights or interests in the said land,
which said sum of Rupees 1200 was
subsequently, on or about the 23rd March
1865, at the express request of the majority
of the said Milkmen, who were interested
in the said land, and with the privity
and consent of the said Plaintiffs, paid
on behalf of the said Government
of Port Saint George to Parasawmy
Woodelly, the grandson and legal
representative of the said Manacann
Woodelly, deceased, and the said Milkmen
having made up and contributed among
themselves the balance of the purchase
money of the said house at Pootoor,
were placed in possession thereof, which
said possession they have ever since
enjoyed.

4. The Plaintiffs never made any
objection either to the clearing of the
said land, or to possession thereof
being

being taken by the Government, nor have they objected at the time of payment of the said sum of Rs. 1200 to Parasawmy Moodelly, to such payment being made. Their present action has been brought against the Defendants, in consequence of disputes which have long subsequent to the date of such payment, arisen between them and the other Milkmen, who were interested in the said land, touching (among other things) their liability to contribute towards the sum of money required to make up the total purchase money of the said house at Pootoor, after payment of the said sum of Rupees 1200 on behalf of the said Government as in the 3rd para of this written statement is hereinbefore mentioned.

5. The said sum of Rupees 1200 so paid, as compensation for the said land, was the full value thereof and of the rights and interests of all the said Milkmen and persons interested therein, including the rights and interests (if any) of the Plaintiffs therein.

therein.

6. The Defendants submit that the said sum of Rupees 1200 having been bona fide paid on behalf of the Government, with the Plaintiffs knowledge, privity and consent to the said Parasawmy Moodelly in manner hereinbefore mentioned, such payment was a payment for the use and on account of all the said Milkmen who were interested in the said land, including in their number and to the extent of their interest (if any), the said Plaintiffs, and that the Plaintiffs cause of action (if any) by reason of the acts and matters set forth in the Plaint filed herein, has arisen against the said other milkmen and not against the Government or the said Defendants.

I,

on behalf of the Defendants, above named, do hereby declare that what

is herewith stated is true to the
best of my knowledge information and
belief.

In the Court of the
District Commisr of

C.S. No. of 186
Mutia Kona rollers.

Colonel J. Greenway

P. M. 14/11/60
Per. 6 Nov 1860 L. 2-98

Draft
Written Statement
of the Defendant.

Brockman
Off. 2 Gov. Pleader.

Public Works Dept
1860
Proceedings of the Madras Government
Under date the 1st Oct 1860.

And the following

From the Chief Engineer (See order No 109 of 30 Sept 1860)

From the Off. Secy Madras (See order No 110 of 21 Oct 1860)

The foregoing letter from
the officiating Government
Secy, with the draft annex
referred to in Para 2, will
be communicated to the
Superintending Engineer of
the 5th Div, who will issue
the necessary instructions for
the line of defence suggested
by Mr Brockman being
followed.

The Government

Consider that Mr Cabell
acted most injudiciously
in paying over the com-
pensation money to Parca-
sawmy. Invidiously at the
request of a majority of
the milkmen entitled to it.
As the extent of each in-
dividual's holding ap-
pears to have been accu-
rately known, there should
have been no difficulty
in apportioning the amount
accordingly between them.

W.A.

To
The Supg. Genl. & Dr. with
Eight Enclaves
Recd in manuscript 12/10/1864

(16)

May 1864

2. 26th/64 - 5th Mar

to Mr. [illegible]

the accompanying
letter from the Superintendent
of the [illegible] of the [illegible]
with its accompaniments,
is enclosed for orders.

It appears that in
1864 the Government
being desirous of acquir-
ing possession of certain
houses and land occu-
pied by natives and
others in the vicinity
of the Bazaar at
Anchorage, sanctioned
the purchase of the
former

former, and granted a
sum of Rs. 1200 for pro-
viding a new site for the
huts of the milkmen.

Instead, however, of the
money being paid to each
individual according to
the extent of his holding,
the amount was, in
accordance with the request
of a majority of the men,
disbursed in their behalf,
in a lump sum to one
Periasamy Moodli
towards the purchase of a
building in Inchmashy,
which occupied a suitable
site for their huts, a
receipt being obtained
for the money. It
appears

It appears, however, that
some of the milkmen
allege that they did not
consent to the arrange-
ment thus generally
agreed upon, and it seems
that they applied to Mr.
Greenaway for the pay-
ment of their shares,
but, on the ground of
their only forming a
minority, that officer
rejected their claims,
and referred them to the
milkmen in possession.
Legal proceedings were
then instituted against
the milkmen by one
of the parties, but the
case was thrown out
by the District Munsiff,
and the plaintiff was
directed to lay her
claim

claim against the Officers
of the Pub. Works Dept.

This has given
rise to a suit which has
now been filed by
some of the parties
against Coll. Greenaway
and Mr. Cahill, and
which will come on for
hearing on the 7th Instant.
The only defense which
the Supg Engr. proposes
to make is that the
payment of the 1200 Rs.
to Greenaway & Co. was
made at the request
of a large majority of
milkmen, and that as
the actual value of the
ground on which the

Parchany stood was
only Rs. 1195-6-6, the
Plaintiffs can have no
claim against the de-
fendants, but against
the milkmen.

2nd Oct 1862

Wm. R. P. Coll. R.
Secy to Govt. P.W.D.

The suit in question was filed in the High Court
on the 20th ultimo, and for preventing an answer, the
time given was on the 7th instant.
Being against two P.W.D. officers, the time is too short to
enable an answer being drawn up & approved, and ought
to be by the authorities at head-quarters. The first step to be
taken is therefore, or I write the matter, to instruct Mr. P.
to answer, by telegraph, to apply for an extension of the time
allowed, for at least six weeks.
This, I would place in the hands of
the P.W.D. Pleader for his professional opinion as to
the time of defence best to be adopted.
Mr. P. has, and seems to have acted more judiciously
in having paid over 1200 Rs. to Greenaway & Co.

on the acquisition of only a majority of
the milkmen who had been ejected from
the Barrocks Dairy. - I fail to under-
stand how such a majority could direct
a minority of any right. The latter, in common
with the majority, may have had, to receive
compensation for the ground on which they had
all of them squatted. Unless the whole body
of ejected milkmen had expiated themselves,
satisfied with the title which only a majority
appear to have procured by buying Treasurers
Lambert's Bangalore, it would have been
just as easy & simple to appropriate to them
them, the 1200 Rs. allowed for the new site for
huts, as it was to separate into portions, the
value of material of huts pulled down. The
area of site occupied by each milkman is
shown by these papers to have been accurately
known, and on that datum, a share of the 1200 Rs.
could have been apportioned to the milkmen in-
dividually. - I do not say that Mr. Ashill
did not act in good faith, but his indication
was the greater to any mind, from his having
paid 1200 Rs. to the alleged vendor, & receiving
Lambert's, without, as these papers indicate, a
higher authority to receive (or any authority at
all indeed) his money having been presented
by him. - A still more important circumstance
the act was his paying without at the same
time receiving the proper transfer deeds.

~~It is not possible to say whether the~~
~~money was paid to the vendor or not.~~
~~It is not possible to say whether the~~
~~money was paid to the vendor or not.~~

30000

N. Ashill

C. No 38084/14

Court of 1868 Madras

PUBLIC WORKS

The Defendant
C. S. S. S.

Dated

Recd

G.O. 6 of 1007 1808 N. 2475

Nos. 92 & 94

Law Suit at Chingleput.
Issuing orders on a letter
from Capt. Baker R.E. re.
reference to a suit instituted
by a millman for the
value of property taken
in connection with
new barracks for a
battalion of British Infantry
at Chingleput.