M.R.O. 1—77,006—8-6-37.

(1) Number of pages_____

(2) Date of repair_____

(3) Initials of the Referencer_____

MADRAS RECORD OFFICE.

Government of Madras.

Public works **DEPARTMENT.**

G.O. No. 2274 Press -Mis.-

323-24

Dated 14 1897.

Not to be folded or roughly handled

No. 323. Read the following letter from the Superintending Engineer, 6th Division, to the Secretary to Government, Public Works Department, dated Tanjore, 3rd June 1869, No. 290:—

With reference to G. O., No. 818, dated the 13th March, I have the honour to inform you that, as therein directed, the Suit instituted by the milkmen has been compromised by paying the amount sought, *viz.*, Rupees 406-1-8, as shown in the margin.

1 Petition.
1 Statement.

	Rs.	P.	A.
Value of property of plaintiffs, consisting of 23,720¾ superficial feet, ...	262	14	7
Interest thereon at 12 per cent. for four years, from 1st April 1865 to 1st April 1869, ...	126	3	1
	8	8	0
Stamp paper,...	1	0	0
Process,...	7	8	0
Vakeel's fee, ...			
Total ...	406	1	8

2. The Government Vakeel was requested, in compromising the Suit, to obtain from the plaintiffs the surrender of the Title-deeds of the land, regarding which the Suit was filed; but this he states cannot be done owing to other parties having an equal interest in the said Title-deeds, and their objecting to part with the documents unless their claims also are satisfied.

3. The parties by whom the fresh claim is said to be brought are those marked 4, 28, 29, 30, 31, and 33, in the enclosed Statement D., and their total holdings in the Parcherry come up to 16,151⅛ superficial feet valued at Rupees 178-7-8, the amount of interest claimed thereon for four years, from 1st April 1865 to 1st April 1869, is Rupees 85-10 9, making in all Rupees 264-2-5; and the Government Vakeel states that if this sum be paid, there will be no difficulty in obtaining the Title-deeds relating to the entire land taken up from the milkmen.

		Area in feet.	Value Rs.	P.	A.
No.	4. K. Govinda Kon.	1,604⅞	17	12	6
,,	28. Soobramania Kon.	4,118¼	44	9	3
,,	29. Vasoodava Kon.	1,428	15	13	1
,,	30. V. Erooluppa Kon.	4,416	48	13	2
,,	31. V. Erooluppa Kon.	918	10	2	8
,,	33. Mootooveeroyee...	3,666	41	5	0
Total...		16,151⅛	178	7	8

4. In paragraph 4 of my letter, No. 698, dated 30th September 1863, I pointed out that there were nine names at the foot of the petition to Captain Palmer, received on the 24th August 1864, opposite to which no signatures had been placed in tamil. Of the six individuals who now come forward as claimants for compensation, the names of three are among the nine adverted to, as not having signed the petition to Captain Palmer. The Suit just compromised having been instituted by only four out of that number, the names or the signatures of the 4th, 5th, and 6th claimants do not appear in the petition. Of these persons only No. 6* has previously represented her claim to this department, as stated in paragraph 3 of my letter, No. 698, dated the 30th september 1863. She submitted a petition to Colonel Greenaway in May 1865, and receiving an endorsement from that office to the effect that she should claim her share from the milkmen who are in possession of the new site, purchased from Periasawmy Moodelly, in part payment of which purchase the sum of Rupees 1,200, sanctioned in G. O., No. 3,545, dated the 13th December 1864, was paid, she brought a Suit against them. The Suit, it would appear, was dismissed by the District Moonsiff, because the defendants asserted that

* Mootooveeroyee.

the payment made was for their lands only; this was untrue, and the plaintiff was directed to lay her claim against the Executive Engineer. On the 30th September 1866, Mootooveeroyee submitted a petition to Colonel Greenaway, stating the above facts, and that she would bring a Suit against him, unless her claims were satisfied. No Suit, however, has yet been brought by her; but as the Suit instituted by Moothakonpee has now been compromised, there is no doubt that Mootooveeroyee, and the other claimants referred to will sue for their shares, unless their claims are settled at once.

5. In addition to the above, there are seven other share-holders of the Parcherry who have not signed against their names in the petition received by Captain Palmer on the 24th August 1864, or whose names do not appear in it; and it is not improbable that these men will also set up their claims hereafter on the plea of their signatures not appearing in the petition.

		Area in feet.	Value.		
No. 5.	Soobroya Kon ..	2,388	26	7	4
,, 7.	M. Marudai Kon	5,192½	57	6	8
,, 15.	Ramakistna Kon	1,209	13	6	3
,, 16.	Mocttoocaroopa Kon (died), his brother Narayana Kon ...	864	9	9	2
,, 20.	A. Mayandi Kon	999⅛	11	1	2
,, 36.	A. Lutchumana Kon (died), his brother Karuppana Kon ...	1,032	11	6	11
,, 25.	M. Soobaramania Kon...	1,764	19	8	8
	Total ...		148	14	2

6. From Statement B. it will be observed that the proprietors of the Parcherry were thirty-seven in number, but though there are thirty-three names signed in the petition received by Captain Palmer on the 24th August 1864, only twenty of the names signed belong to the real proprietors, the rest being the names of persons who had no land in the Parcherry. The signatures of these persons were no doubt obtained in the petition with a deceitful intention on the part of the proprietors by whom the petition was submitted, *viz.*, to obtain payment for the land by showing that the petition was signed by almost all the proprietors of the Parcherry. It is much to be regretted that this deceit on their part was not discovered when the petition was originally received.

7. The payment of Rupees 1,200, sanctioned in G. O., No. 3,545, dated the 13th December 1864, was in consideration of the full value of the ground on which the Parcherry stood; and this sum was paid in part payment of the purchase of a new site for the milkmen as requested in their petition to Captain Palmer received on the 24th August 1864. The new site purchased would appear to have been taken possession of by only twenty out of the thirty-seven proprietors of the Parcherry, and the rest, whose signatures do not appear in the petition to Captain Palmer above referred to, seek for payment again for their ground in the Parcherry. The claims of four of these men have been settled as reported in paragraph 1 of this letter; six have just put forward their claims as stated in paragraphs 3; and seven are likely to do so hereafter, as stated in paragraph 5. As these claims are laid for the value of property which has been already paid by Government, it appears to me that Government should be able to recover the amount from those of the original petitioners, at whose request the sum of Rupees 1,200 was paid to Periasawmy Moodelly, and who are now in possession of the property, as there is no doubt that they evaded the claim made by Mootooveeroyee

The estimated value being Rupees 1,195-6-6

by a mis-statement to the effect that they had received the Rupees 1,200, paid for Periasawmy's house, on account of the value of their lands only.* If the Government Solicitor is of opinion that, under the circumstances, the claim of Government is valid, I would request authority to recover the sums now claimed from the twenty milkmen who are now in possession of the new site purchased from Periasawmy Moodelly by sueing them in the Court, and in the meanwhile to pay the milkmen, referred to in paragraph 3, the amount claimed by them, namely, Rupees 264-2-5, and if necessary to satisfy the other claims adverted to in paragraph 7.

No. 324. ORDER THEREON, 14th July 1869, No. 2,294.

MILITARY WORKS, No. 24.

IN Proceedings, No. 818, dated 13th March 1869, the Government, at the suggestion of the Government Pleader, directed the Superintending Engineer of the 6th Division to effect a compromise of the Suit which had been brought in the District Moonsiff's Court at Trichinopoly by certain milkmen for the recovery of a share of the sum of Rupees 1,200 granted by Government for providing themselves with a new site on which to build their houses after the latter were purchased for the improvement of the Cantonment of Trichinopoly.

2. In the letter above recorded Captain Oakes, while reporting that a compromise has been made with the milkmen in question by the payment of Rupees 406-1-8, brings to notice that a fresh claim has been preferred by six other milkmen for Rupees 264-2-5, inclusive of interest, on account of their holdings in the Parcherry, and states that unless this amount be paid, there would be considerable difficulty in obtaining possession of the Title-deeds.

3. It is anticipated that seven other share-holders are likely hereafter to put forward their claims for a sum which is computed at Rupees 148-14-2. Captain Oakes considers that, in the event of these moneys being paid to the claimants, the amount should be recovered by a Suit from the persons to whom Rupees 1,200 for the new site were disbursed, and who are now in possession of it.

4. The Government are of opinion that the satisfaction of the claims now advanced, as well as of those which are expected to be hereafter preferred is unavoidable, and they accordingly authorise the Superintending Engineer to settle with the parties concerned.

5. With reference to paragraph 7 of the Superintending Engineer's letter the Government Pleader will be requested to report whether the course recommended by Captain Oakes in regard to the recovery of the money, may be adopted with a fair prospect of success.

(True Extract.)

Colonel, R. E.,
Secretary to Government.

To the Superintending Engineer, 6th Division.
,, Controller of Public Works Accounts.
,, Government Pleader, with two enclosures and previous correspondence.

Exd. F. R. Bantleman.

Govt. of {1869} Madras

PUBLIC WORKS.

To

THE SUPERINTENDING ENGINEER.

1st Division

&c, &c,

Dated July, 14*th*.

Read. *Inst.*

G. O., 14*th July* 1869, *No.* 2,294.

JULY.

Nos. 323-324

Land.—Passing orders on the let
from the Superintending Engineer of
6th Division intimating that further cla
are put forth by certain milkmen
acco[illegible] of the ground purchased by Gove
ment for the improvement of the Cant
ment of Trichinopoly.

No 290 Engineer Office 6th Div
Tanjore 3rd June 1869.

From

Captain C. D. Jakeb C.E.
Capt. Engineer 6th Division

To

Colonel C. A. Orr C.E.
Secretary to Government.
P.W.D.

Sir

With reference to G.O. No. 818
dated the 13th March, I have the honor
to inform you that the terms directed
the suit instituted by the
Milkmen has been compro-
mised by paying the amount
sought, viz Rs 406—1—8
as shown in the margin

2. The Government
Pleader was requested
in compromising the
suit to obtain from
the Plaintiffs the
Surrender of the Title Deeds of the
Land regarding which the suit was
filed, but this he states cannot be
done

done owing to other parties having an Equal interest in the said Title-Deeds, and their objecting to part with the documents unless their claims also are satisfied.

3 The parties by whom the present claim is said to be brought are those marked 2-28-29-30-31 and 33 in the enclosed Statement D and their total holdings in the Para-chairy come up to 161 5/8 Cultd Feet valued at Rs 178-7-8 the amount of interest claimed thereon for 4 years from 1st April 1865 to 1st April 1869 is Rs 85-10-9 making in all Rs 264-2-5, and the Government Pleader states that if this sum be paid there will be no difficulty in obtaining the Title Deeds relating to the entire land taken up from the Malkuras.

In

4. In para 4 of my letter No 698 dated 30th September 1868, I pointed out that there were 9 Names at the foot of the Petition to Captain Palmer, received on the 24th August 1864, opposite to which No Signatures had been placed in Tamil: of the 6 Individuals who now come forwards as claimants for compensation the Names of 3 are among the nine adverted to, as not having signed the Petition to Capt. Palmer, the said just compro-mised having been instituted by only 4 out of that Number, the Names on the Signatures of the 4th, 5th & 6th claimants do not appear in the Petition. of these persons only No 6 has previously represented her claim to this Department as stated in para 3 of my letter No 698 dated the 30th

x Montthoweerayee

30th September 68 she submitted a Petition to Colonel Greenaway in May 1865, & receiving an Endorsement from that Officer to the Effect that she should claim her share from the Ryotwarees who are in possession of the Jew Site purchased from Periasawmi Moodely, in part payment of which purchase the Sum of Rs 1200 sanctioned in G. O. — No 3545 dated the 13th December 64 was paid, she brought a Suit against them — the Suit it would appear was dismissed by the District Munsiff, because the Defendants asserted that the payment made was for their lands only, this was untrue, & the Plaintiff was directed to lay her claim against the Executive Engineer — On the 30th September 66

30th September 66 Moottoocrypee submitted a Petition to Colonel Greenaway stating the above facts, & that she would bring a Suit against him, unless her claims were satisfied. No Suit however has yet been brought by her, but as the Suit instituted by Moothakrishnee has now been compromised, there is no doubt that Moottoocrypee & the other claimants referred to will sue for their shares, unless their claims are settled at once —

5. In addition to the above there are 7 other shareholders of the Canal who have not signed against their Names in the Petition presented by Captain Pahner on the 24th Augt

August 64th or whose Names do not appear in it, and it is not improbable that these men will also set up their claims hereafter on the plea of their signatures not appearing in the Petition.

6th From Statement Bill will be observed that the Proprietors of the Parachairy were 37 in Number but though there are 33 Names signed in the Petition received by Captain Palmer on the 24th August 1864 only 20 of the Names signed belong to the real proprietors, the rest being the Names of persons who had no land in the Parachairy the Signatures of these persons were no doubt obtained in the Petition with a deceitful intention on the part of the Proprietors by whom the petition was submitted viz to obtain payment for

for the land by shewing that the petition was desired by almost all the proprietors of the Parachairy — It is much to be regretted that this deceit on their part was not discovered when the Petition was originally received.

7th The payment of Rs. 1200 sanctioned vide G. O. No 3545 dated the 13th December 1864 was in consideration of the full value of the ground on which the Parachairy stood, and this sum was paid in part payment of the purchase of a Rsw. Site for the Milkmen as requested in their petition to Captain Palmer Resident on the 24th August 1864. The Rsw. Site purchased would appear to have been taken possession of by only 20 out of the

37

The Estimate for erection of Shed Rs. 1175—6—0

37 proprietors of the Parachairy &
the rest, whose signatures do not
appear in the Petition to Capt
Palmer above referred to, seek
for payment again for their
ground in the Parachairy. — The
claims of 4 of these Men have
been settled as reported in Para I
of this letter. I have just put
forward their claims as stated
in para 3, & 7 are likely to do
so hereafter, as stated in para 5,
as these claims are laid for
the value of property which
has been already paid by
Government — it appears
to me that Government should
be able to recover the amount
from those of the original
Petitioners at whose request
the Sum of Rs 1200 was paid
to

to Periasawmy Mudeli & who are
now in possession of the property, as
there is no doubt that they succeeded
the claim made by Groottoveeroyen
by a misstatement to the effect
that they had received the Rs 1200
paid for Periasawmy's house
on account of the value of their
lands only. — If the Government
Solicitor is of opinion that under
the circumstances the claim of
Government is valid, I would
request authority to recover the
Sums now claimed from the 20
Muthuan who are now in
possession of the new lots
purchased from Periasawmi
Modely by suing them in the
Court, & in the meanwhile
to pay the Muthuan referred
to in para 3, the amount
claimed

claimed by them viz Rs 264-2-5
and if necessary to satisfy
the other claims awarded to
viz para 7.

I have the honour to be
Sir
Your most obedient Servant

F. Baker Capt RE
Supt Engr 6th Div

Public Works Department

No 2294

Proceedings of the Madras Government

Under date the 14th July 1869

Read the following

From The Supg Engineer / S.E. No 290 of 3d June 1869 /
4th Division

In Proc. No 818
dated 13th March 1869.

the Govt, at the Sugges-
tion of the Govt Pleader,
directed the Superinten-
ding Engr of the 6th Div
to effect a compromise
of the suit which had
been brought in the
District Moonsiff's
Court

No 323
R.C. 23d June 1869 No 28a
C 12th June 1869 P. 175

Dated 3
Rec'd 7 } June 1869.

No 290.
Div. 2.

No 2294 - 14th July 1869
Reporting that proceed-
ings cannot be put forth
by certain other Millo-
wners as of the ground
purchased by Govt for
improvement of the
Cantonment of Trin-
comaly -

Dated 23d July 1869.
From The Supg Engr
6th Div
To
The Secy to Govt
P. W. D.

Court at Trichinopoly
by certain milkmen
for the recovery of a
share of the sum of
Rs 1200 granted by
Govt for providing
themselves with a new
Pettah on which to
build their houses
after the latter
were purchased for
the improvement of
the Cantonment of
Trichinopoly.

In the letter
above

above recorded Captn
Oakes, while reporting
that a compromise
has been made
with the milkmen
in question by the
payment of Rs 406-8.
brings to notice that
a fresh claim has been
preferred by six other
milkmen for Rs 264-2-5
inclusive of interest
on account of their
holdings in the Parcherry
and states that
unless this amount
be

be paid, there would be considerable difficulty in obtaining possession of the Title Deeds.

It is anticipated that several other shareholders are likely hereafter to put forward their claims for a sum which is computed at Rs 1148-14-2. Capt Oakes considers that on the payment of these monies being paid to the claimants the amount should be recovered by a suit from

12

from the persons to whom Rs 1,200 for the new site were disbursed and who are now in possession of it.

The Govt are of opinion that the satisfaction of the claims now advanced as well as those which are expected to be hereafter preferred is unavoidable, and they accordingly authorize the Capt Engrs to settle with the parties

parties concerned.

With reference to para 7 of the Supty Engrs letter the Govt Pleader will be requested to report whether the course recommended by Capt Oakes in regard to the recovery of the money, may be successfully adopted. with a fair prospect of success.

(4)

24/4

c. 232 June 1869 Q. 28

× Govt 163 of 16th Jany / 69 with his City Engr
" 3525 — 13th Nov "
" 3475 — 6th Dec "
" 818 — 13th March "

Ex
6 The S. Engr
4 " Govt
3 " Govt Pleader with 2 enclos and previous correspondence

Sept 2 1869.

For orders

In Proc. No 818 dated 13th March 69 the Govt, at the suggestion of the Govt Pleader, directed the Supty Engr of the 6th Divn to effect a compromise of the suit which had been brought in the District Mooneiff's Court at Trichinopoly by certain milkmen for the recovery of a share of the sum of Rs 4200 granted by Govt for providing themselves with a new siteon which

which to build their houses after the latter were purchased for the improvement of the cantonment of Trichinopoly.

In the accompanying letter Captn Oakes while reporting that a compromise has been made with the milkmen in question by the payment of Rs 406—1—8, terms to notice that a fresh claim has been preferred by six other milkmen for Rs 264—2—5 inclusive of interest on account of their holdings in the Pariahcherry and states that unless this amount be paid, there would be considerable difficulty in obtaining possession of the Title Deeds.

It is anticipated that seven other shareholders are likely hereafter to put forward their claims for a sum which is computed at Rs 148-14-2. Captn Oakes is of opinion that, as these claims are for the value of

property which has been already paid for, the amount should be recovered by a suit from the persons in possession of the new site.

The undersigned is of opinion that, as satisfaction of the claims now advanced as well as those which are expected to be hereafter preferred, cannot be avoided, it is expedient that the Supt of Engrs should be furnished with authority

authority to settle with the parties concerned by the payment of their demands.

The Govt Pleader might be asked to state whether the course recommended by Capts Oakes in regard to the recovery of the money may be successfully adopted.

[illegible]

× Recourse to the Justices would be inadmissible. Mr Smith

I would get the opinion of the Govt Pleader.

WDL

(9) 2875-
4

R c. 23 June 1869 Q 28th
c 17th June 1869 Q. 17th

Cue 23/5-

Govt. of {1869} Madras.

PUBLIC WORKS.

To The Superintending Engr.
6th Division

Dated

Recd. 1.10.

G. O. 14th July 69, No. 2294.

Nos. 323-324

Cant Papers order on the letters from the Supg Engr 6th Dn intimating that further claims are put forth by certain Inhabitants on account of the ground purchased by Govt for the improvement of the Cantonment of St. Thomé.