

(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.	2501	(W) Press
B.P. No.		Mis-
Dated	1-9-	1875.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
1st September 1875.*

No. 30. Read the following letter from R SMITH, Esq, Officiating Superintending Engineer, Nellore, to Lieutenant-Colonel J. MULLINS, R.E., Officiating Secretary to Government, Public Works Department, dated Nellore, 14th August 1875, No 43 —

I HAVE the honor to enclose an English translation of a plaint filed before the District Munsif of Nellore, in No 267 of 1875, by two persons against Mr Henderson and myself, as the 1st and 2nd defendants

2 The suit is for the recovery of Rupees 1,300 with interest and costs, the value of certain trees alleged to have been purchased by the 1st defendant. The date fixed for the filing of the answer is the 17th instant, but the Government Vakil has been instructed to move the Court for an extension of two months

3 On the northern flank of the Pennair amcut there is an Inam tope, which was greatly cut up by the flood of October 1874, and as the land was required in connection with the extension of the amcut, I requested the Collector on the 30th January 1875 to arrange for its speedy transfer to this department

4 The Special Deputy Collector appointed for the settlement of claims for compensation in this district was deputed by the Collector to settle the matter, and I forwarded to that officer, on the 1st February 1875, a statement of the estimated value of the trees on the land referred to, and requested him to fix what he considered a fair price for them, as firewood was then urgently wanted for the amcut extension works

5 The first plaintiff appeared before the Special Deputy Collector and declined to come to any reasonable terms as regards the price of the trees, but agreed to make over the land on condition of other land being given instead. On the 11th February 1875 he gave a deposition* before the Special Deputy Collector, stating that he would cut and remove the trees within four months

6 As the first plaintiff, who was then looked upon as the sole owner of the trees, declined to part with them, it was necessary to try and procure a supply of firewood from other sources, and arrangements were in progress for doing so when the first plaintiff appeared before Mr. Henderson and proposed to sell the trees. A sum of Rupees 1,300 was offered to him for them on or about the 11th April 1875, but he declined to give a decided answer at once. When accepting the offer, which he did subsequently, Mr. Henderson informed him that the amount offered would be subject to a deduction of Rupees 10 per diem should any delay be made in making over the trees. To this condition the first plaintiff took no exception.

7 Some hours afterwards, Mr Henderson was informed that the first plaintiff was not the sole owner, and that he had a brother and an aged uncle who had a share in the property

8 On or about the 12th April, the first plaintiff attended at Mr Henderson's Office with his uncle, and there, in the presence of witnesses, he distinctly refused to have any thing to do with the sale, unless the whole of the purchase money was made over to his uncontrolled power, to this the uncle strongly objected, and the interview terminated

*Proceedings of the Madras Government, Public Works Department,
1st September 1875*

9 On the 14th April 1875, the first plaintiff wrote a letter to Mr Henderson, stating that he and his brother (second plaintiff) were the owners of the property. This was the first time that he referred to a second person, as having a joint right to the property, and in the same letter he alludes to some "misrepresentations," which, I believe, refer to the information obtained by Mr Henderson regarding the claim of the uncle, whose title the first plaintiff did not then admit.

10 In connection with this case I beg to enclose copies of the correspondence between the first plaintiff and Lieutenant Henderson —

To Lieutenant Henderson, dated 14th April 1875				
From	do	do	15th	do
To	do	do	22nd	do
From	do	do	24th	do
To	do	do	27th	do
From	do	do	28th	do
To	do	do	29th	do
From	do	do	29th	do
To	do	do	1st May	do

11 It will be seen from the first letter Lieutenant Henderson wrote* that he distinctly informed the first plaintiff that his right to receive the whole amount

* Dated 15th April 1875

was by no means clearly established, and that he referred to the deduction of Rupees 10 per diem for delay.

12 Thereupon the first plaintiff wrote to say that the family disputes were settled, that he and his uncle would give a joint receipt, and that his brother would come into Nellore and sign that document, but the first plaintiff would not agree to the deduction of Rupees 10 per diem being made, although it was a part of the original verbal agreement made on the 11th April 1875. Lieutenant Henderson with my concurrence insisted upon this condition, as the trees were daily becoming of less value to us, and it seemed advisable as a warning to others to enforce the penalty attached to delay.

13. The above is the history of the case. I will now refer to the plant, and the mode in which I propose to defend the suit.

14 The uncle referred to is described in the plant as the adopted father of the first plaintiff, but he is not made a party in the suit, although he claims a half share in the trees. The burden of proving that the uncle has no voice in the matter rests entirely with the first plaintiff, but he can hardly do this, as he apparently admits in his letters, dated 22nd and 27th April 1875, the right of his uncle. In these communications he alludes to family disputes, and states that he and his uncle were ready to give receipts, implying thereby that the uncle had some right, whatever that right may be, which rendered his signature necessary.

15 Notwithstanding the above admission, the first plaintiff states in the plant that he and his brother are the owners of the trees and ignores the right of the uncle.

16 The allegation in the plant that some branches of the trees were appropriated for the ancient works by Lieutenant Henderson is false. One branch was cut

*Proceedings of the Madras Government, Public Works Department,
1st September 1875.*

down to allow a travelling crane to pass, but no general lopping was sanctioned as implied by the plaintiff.

17 Lieutenant Henderson agreed to pay Rupees 1,300 on or about the 11th April 1875 on condition of deducting Rupees 10 for every day's delay in making over the trees to him. As already stated, this negotiation, which was verbal, was made only with the first plaintiff and with the understanding that he was the sole owner. The transaction cannot be said to have been completed when the first plaintiff, who took no exception to the deduction at first, has since taken exception to it. His own direct and indirect admissions that there are two other persons entitled to share in the proceeds renders the transaction null and void. It will also be observed that on the 14th April 1875, or three days after the above verbal arrangements, the first plaintiff expressed a desire to withdraw from all that had been done in the matter. Under these circumstances it is I think clear that there was no actual sale, and I must ask you to be so good as to allow me to conduct the defence at the public expense. A copy of the draft answer I propose filing is also submitted for consideration and approval.

No 31 ORDER THEREON, 1st September 1875, No 2,501

THE Honorable the Governor in Council sanctions the defence of this suit being undertaken at the public expense in the first instance, the question as to by whom the charges are to be ultimately borne will be reserved until the result of the suit shall have been duly reported.

(True Extract)

Major-General, R E,
Secretary to Government

To the Officiating Superintending Engineer, Nellore
" Controller of Public Works Accounts

Exd S T Austin.
Spare Copies

14th April 1875.

Mellore.

To Lieutenant G.B. Henderson R.E.
In charge of the Cunnair Amel

The humble representation of R.
Rajhwaracharyulu an Elumdar
residing at Ranganayakulpett.

Most Respected Sir,

The Inam Topp situated
on the Northern bank of the Cunnair
close to the Ancient, belong to me,
and my brother R. Sreenivasacharyulu.

We were compelled to dispose of the
land and the trees thereon to the
Government and we dare say it is
not the offer which we made of our
own free accord.

A few days back your honor

has promised to pay us Rs 1300

as the price of the trees on the said

Quau and what we now beg of your

honor is that as I was the only

person who carried on the whole

correspondence from the beginning

the money should be at once paid

to me without regarding to the

misrepresentations of others.

If that cannot be done, I shall

be very happy if the sale deed be

in my name and the money be sent

to be deposited with the Special Deputy

Collector.

But if the two ways cannot be

adopted, if your honor means to leave

us alone without any more demand

for the land and the trees, we shall

be still more happy to abide with

it.

I further beg to state, that in

case of your taking the land and

refusing to take the trees, I shall

not abide to the statement regarding

time made by me to the compensation

Deputy Collector.

Cheng & Co. etc.

Signature of N. Raghavacharyulu

22nd April 1873

So, Velore

Lieut^{nt} C. D. Henderson R.E.

Officer in Charge of Southern
Range, or Special

The humble representation of
A. Raghavacharyulu an Chaudar
residing at Rajanarayana Peth.

Most respected Sir,

In obedience to your honor's
letter dated 15 April 1875 No 9. I beg
to inform your honor that the family
dispute between me and my uncle

A. Perimalachariulu is settled and
we are ready to give a joint receipt
to your honor as informed.

2. As your honor required my brother's
presence to give the requisite receipt,
he is coming from Solapur.

The sale contract between me and
your honor was settled and the bargain

2
struck on the 11th instant, whereby
the trees became your property. Myself
and the other members of my family
were entitled to the purchase money
viz. Rs. 1300 and I clearly expressed
in my letter dated 14th April to send
the money to be deposited in the
Savings Bank pending the dispute
between me and the other members
of my family.
4. The precaution date of my agreement
is the 10th February 1875 in which
I stated that I will enjoy the
fruits of the Samarind trees in two
months and afterwards clear the
trees

in two months more and then leave
the land to the S.P.W.

The sale contract for the sum of
Rs. 1300 was settled between your
honor and me on the 11th April 1875.

and I will not in any way be
subjected to the deduction of a sum
of Rs. 10 per day for elapsed time
as money taken deposited in the Savings
Bank on the very day.

I most humbly beg to inform
your honor that if your honor were
to pay the purchase sum of Rs. 1300
I and my uncle will come to your
honor and give the requisite receipt.

In this circumstances I beg
to submit that it will ^{not} be justifiable
to make any deductions in the purchase
money as intimated in your letter
in order reply.

I beg remain
Signed / K. Rajhavaacharyulu

27th April 1875
Bellare
To. Lieut. C.B. Henderson R.E.
Officer in charge of the Camp
in Special Duty.

The humble representation of
K. Rajhavaacharyulu in
residing at Ranjanayakulubett.

Most Respected Sir
In obedience to your

honor's letter dated 24th April 1875.
No 17. I beg to bring to your honor
kind consideration that my uncle
and I are ready (if informed) to

come and take the purchase sum of

Rs. 1300 by giving the requisite receipt.

As regards my brother's coming,

it appears he has applied for leave

and his superior seems to have granted

him leave from the 2nd May 1875 and

he will be here on the 4th or 5th of the

Proximo.

As we said that you can make
use of our trees at your honor's pleasure

I beg that your honor will not

at all enforce any deductions out of
the purchase sum of Rs. 1300.

I beg remain, &c.

Sign of N. Raghavacharyulu.

29th April 1875

M. More

To, Lieut. Col. Henderson R.E.

Officer in Charge of Southern Range
on special duty.

The humble representation of N.
Raghavacharyulu an Sthanadar residing
at Ranganaikent.

Most Respected Sir,

In reply to your letter

dated 28th April 1875, I beg to inform

your honor that myself and the

other members of my family are

decline to receive the sum of Rs. 1140.

2. The Lope was sold by your honor on

the 11th instant for the sum of Rs. 1300

wherby the trees thereon became your

property and the purchase sum of

Rs. 1300 became our property.

3. That prior to the bargain struck

between me and your honor private

dealers offered to me a sum of Rs. 1400
for the Lope which I clearly expressed
to your honor at the time of our con-
versation, but owing to the bargain
which concluded between your
honor and me, I am subjected not
only to the loss of Rs. 100, but also to
the loss of an interest at Rs. 1 percent
for the last 16 days. I can say
the delay caused by your honor only
and not either myself or the other
members of my family. Vide my
letter dated 14th April 1875.

4. I further beg to state that
I told your honor, I would get
the trees cut down not for my

own pocket money and supply the
wood to the rate of 1 anna per braund,
which your honor said to me that
you would retain the Lope, so that
it may afford shadow to the work-
men thereon for a certain period
and then clear the Lope gradually.
5. As it is the last opportunity
I most respectfully beg your honor
to let me know the provision of
the law under which your honor
deducted a sum of Rs. 160 out of
the purchase sum of Rs. 1300 if your
honor were to pay the purchase
sum of Rs. 1300 myself and the other

members of our family will certainly
come by your honor and take the
money. otherwise we will have to
recover the purchase money (Rs 1300)
through Civil authorities.

6. It appears by the paragraphs
1 and 2 of your letter under reply,
that your honor admits the date
of sale to be on the 11th instant, in
case of deducting the sum of Rs 160;
and when I asked your honor to pay
me the purchase sum Rs 1300 as
the bargain struck on the said
11th. You say that your honor has
given me the last opportunity

17
to sell my tape for Rs 1140. such
statement cannot be admitted by
the Civil authorities.

My conclusion I beg to state
that I am waiting for an early
instruction from your honor.
I beg to remain

Yours signed / R. Raghavacharyulu

1st May 1875

Mellore

Lieut. Col. Henderson, R.E.
Officer in Charge Southern Range
on special duty, Bangalore

The humble representation of
R. Raghavacharyulu, an
Chaudhary residing at Kanjanaya
Mellur.

Most Respectfully,

In reply to your honor's

letter dated 29th ultimo Rs 30. I beg
to remain, Sir, your obedient servant.

to bring to your kind notice that I
 have nothing to do with the Lope
 situated on the Northern bank of
 the Penair. The Lope was sold by your
 honor for Rs 1300 on the 11th April 1875,
 and the bargain also struck on the
 same date. Therefore I hope you
 will be pleased to make such
 arrangements as to send the purchase
 sum of Rs 1300 within 4 days that
 is before the 5th instant. Otherwise
 legal course will be taken for the
 recovery of the purchase money.

Rs 1300

I beg remain etc

Sign of K. Rajkavacharyulu

12
 /True Copies/

Belore
 7th July 1875

Signed/ Lt B Henderson Lieut R.E.
 Officer in Ch. Southern Camp
 on Special Duty.

/True Copies/

Smith
 Offg. Superintending Engineer.

R.C.

Enclosure in a letter
 no. 3 dated 14 August
 1875 from the Office of
 Superintendent Engineer
 in charge to the Office of
 Secretary to Government
 Mr. D. Fort Smith
 George.

Copies of 1st Plaintiff's
 letter to Lieutenant
 Henderson R.E.

M. 5376/75

90-1 September 75
 in B. 1230

Suit No. 267 of 1875 on the file of
 the District Munsiff of Bellare

Plaintiffs	Defendants.
1 Raghava Charlu, adopted son of Ranganatha Perumala Charlu	1 B. Henderson Esq. Officer in charge, of the District Range
2 Shrinivasa Charlu younger brother of the 1 st Plaintiff	2 R. Smith Esq. District Engineer

The 1st Plaintiff is a resident of
 Ranganayakulapett a suburb of
 Bellare; and the 2nd, at present a
 resident of Chulupett in the Venkatagiri
 Zamindari

Plaint filed under section 26 of
 Act VIII of 1859.

The Plaintiff sues to recover
 with costs an amount of Rs 1322-12-0
 due by the defendants as detailed
 below.

1 Value of trees purchased by
 the Defendants. } 1300-0-0

2. Interest on the above amount
calculated at the rate of 12
percent per annum,

22-12-

Total 1322-12-

On the 11th April 1875 the 1st Defendant
settled with the 1st and 2nd plaintiffs
to purchase their shares of the trees
in the hope situated on the Northern bank
of the Pinnar (site of the trees being
excluded from the transaction) for
Rs. 1300 and promised to pay the money
the same day to us. Instead of paying
the amount on the due date, the 1st
defendant has not only long delayed
the payment on the ground that the
1st plaintiff's father (an old blind man,
deprived of the powers of the senses and
remaining under the protection of the
1st plaintiff) had raised unnecessary
objections but also stated that he
would deduct at the rate of Rs 10

per diem from the value of the
trees. Thus the first defendant
has been appropriating the loppings
of the trees without any intention
to pay up the value of the trees to the
owners.

On this the plaintiffs addressed
the 2nd Defendant, as the 1st Defendant
Departmental Superior. The 2nd
Defendant thereupon summoned
the plaintiffs to his office but
neglected to settle their account.

Had the first Defendant as
he alleges in his letter of 9 of the
15th April, really deposited the
amount in the Savings Bank, in
the plaintiffs behalf, they should
have got interest due on the same.
The first Defendant not having
done so, has rendered himself
responsible for interest in addition

to the value of the trees.

The date of the cause of action

is 11th April 1875, on which date

the sale of the trees took place.

The following documents are

filed with this plaint.

1 Receipt granted by the Postal

Department for petition dated 17th

May 1875

1 Notice issued by the 2nd Defendant

to the plaintiffs.

"We declare that the above

is true to our best knowledge."

Sign of Romanour Raghava charlu

Do. Sreenivasa charlu

The plaintiffs file with the

prescribed penalty of Rs 3-0-0.

Letter No. 27 dated 28th April last

Transacton of No. 91 dated 21st

May 1875 to Romanour Srinimala

charlu

& Raghava charlu, claimants of
the Pore on the northern bank of
the Pore

You are hereby directed to
attend the District Engineer's
office at 4 P.M. tomorrow,
for enquiry as to the particulars
which you represented to him
this morning.

By order
J. Manoj Rao
21st May 1875
Head Clerk.

(True Copy)
J. Manoj Rao
Off. Superintending
Engineer.

Enclosure in a letter
No. 43 dated 14th August
1875 from the Off^{ce} Superin-
tending Engineer & Fellow
to the Off^{ce} Secretary to
Government M.O.D.
Fort Saint George

Copy of Claim

M. 5376/75
2/75

GO 1 September 75

in B. N. 30

No. 9 15th April 1875
To, The Rajavulu Charles
an Enamdar residing in Kinga-
- Rayakulpetta

1 In reply to your petition dated
14th April 1875 You are informed
that your right to receive the whole
of the purchase money of the trees in
the lops on the north bank of the P. mai.
is by no means clearly established
and therefore I must decline to pay
over the money to you as you requested.
2 I will however agree to lodge
the money in the Savings bank in the
joint names of your uncle, your
brother and yourself, before doing
so you must agree with each other
to give me a joint receipt. The
money can remain in the savings
bank until the family dispute
is settled and it will bear interest.

while there is
3. The purchase money will be
subject to a deduction of Rs. 10 for
each day of delay since the 11th April
where the delay is caused by the
dispute in your family.

4. Since the 11th Instant I have purchased
trees to the value of nearly Rs. 300 and
unless you agree quickly removing
your objections I shall obtain sufficient
wood and your top will be no
longer required.

5. It is now too late for you
to withdraw your agreement to
remove the trees within a certain
time, a large price would have
been given to you for the tops in
January or February but now
the trees are every day of less
value to me.

Signed B. Henderson Lieutenant R.E.
Officer in charge Southern Force
on special duty.

24th April 1875. Bellan

No.

H. P. R. G. V. Achary

an Enamdar residing in

Ranganayakoolopetta

1. In reply to your letter dated
22nd April, you are informed that
the deduction of Rs. 10 per day for
every day you have delayed the sale
of the tops will most certainly be
enforced the sooner therefore you
effect the sale the more money
you will get.

2. In consequence of the large
number of trees I have lately
purchased at Enamadogoo and
elsewhere I shall shortly have
sufficient for what I want
without your tops and I shall by
no means consider myself bound

to buy the Sops at all in this case.
Signed (B) Henderson Lieut R.E.
Officer in Charge Southern Range
on Special Duty

Ap. 27 Hellose 28th April 1875
S.O.

Mr. (Ragava) Charles
Esq. Enam, residing in
Rangaimangal Koslopetta

- 1 In reply to your letter dated
27th April You are informed that a
last opportunity is now given to
you to sell your Sops.
- 2 The sum offered is Rs. 1140 (Eleven
hundred and forty) or Rs. 1300 less
Rs. 160-0-0 deducted for the delay
of 16 days at Rs. 10 per day.
- 3 If you will agree to these terms
you are requested to forward the
enclosed bill to your Brother at
Soolospetta

Soolospetta, who must sign his
name over the receipt stamp and
return the bill to me you and your
nucle must give your signatures
in my presence.
If there is any further delay
on any account whatever in
signing the bill I shall refuse
to purchase the Sops for any
price at all, this is my positive
determination.

Signed (B) Henderson Lieut R.E.
Officer in Charge Southern
Range on Special Duty

Ap. 30 Hellose 29th April 1875

Mr. (Ragava) Charles
Esq. Enam, residing in
Rangaimangal Koslopetta.
1 In reply to your letter of

dated 29th April I hereby
inform you that I absolutely
refuse to purchase your lot for
any price whatever.

2. No further letters on this
subject will be answered.

Signed C. B. Henderson Esq. R.E.
Officer in Charge Southern Range
on Special Duty Principal Agent

(True Copies)

Signed C. B. Henderson Esq. R.E.
Officer in Charge Southern Range
on Special Duty

(True Copies)

Wm. H. Smith
Off. Superintendent
Engineer

Enclosed in a letter
to 43 State St. August
1875 from the Off. of
Superintendent
Engineers of the
State of N. H. Secretary
to the Government
1875. Sent direct
George.

Office of Principal
Agent on Special Duty
to 1st Plaintiff

29-1 September 1875

1875/9/25

33
Draft answer proposed to be filed
by the 1st and 2^d Defendants in
Suit No 267 of 1875 on the file of the
Village Justice Court.

The Defendants request that
the suit may be dismissed, and the
costs recovered for them on the
following grounds.

I. That the 1st Defendant, or or
about the 11th April 1875, negotiated
verbally with the 1st Plaintiff on the
understanding that he was the sole
owner of the trees in question, to purchase
the same for \$1500, subject to a
deduction of \$10 per day for each

days delay in making them over to the 1st Defendant.

II. That the 1st Defendant subsequently that is later on the same day - found out that the 1st Plaintiff had a brother (2nd Plaintiff) and an uncle who had shares in the property and thereupon decided to consider the transaction incomplete unless, and until, the 1st Plaintiff, his uncle, and his brother, consented to give a joint receipt for the purchase money.

III. That the 1st Plaintiff there declined to agree to the deduction,

of Rs. 10 per diem for delay being made although it was a part of the original agreement with him and failed to produce the joint receipt.

IV. That on the 14th April 1875, or 3 days after the alleged agreement, the 1st Plaintiff himself expressed a desire to cancel the same.

V. That therefore there was no sale and consequently there is no cause of action.

VI. That the allegation in the plaint that some branches of the trees were appropriated by the

the 1st Defendant is false.

Smith
Offg. Supg. Engineer

Enclosed in letter
No. 43 dated 14 Aug
1875 from the Offg.
Engineer at Bellevue
to the Offg. Secretary
to Governor
Mr. B. Stoddard
George
C. B. Smith
Sept 15
Draftsman
MS 5096
4/25

7
The first given by Komandeur Ray
valker, an Engineer of Hellora
with the Hellora Lobok, on 11th Feb.
1875.

The D. P. W. having in-
tended to take up my claim, measuring
13.15; situated on the northern bank
of the Puanan, I required other land
in Pedaputina the given in exchange.
I shall gather the produce of the trees
on the land in question within the next
few months; and in 2 months after
wards, I will fall ^{remove} the trees in my
power. In the meantime, if the D. P.
W. find the amount of any trees (other than
tamarind trees) necessary for their operations, I will, if re-
quired, remove them. ^{but that the making of the deposit will be hindered} according
to the working of the Department. If they think it necessary for the
working of the Department to remove
any tamarind trees, they cannot be re-
quired before their produce is
gathered, within the time above specified.
(Sgd) Komandeur Rayvalker
No. 1

Enclosed in a
 letter No. 43 date
 14th August 1875
 from the Off^r.
 Superintendent
 of the Public Works
 Department, Fort St. George,
 Madras.
 I beg to acknowledge
 the receipt of the letter
 of the 14th inst. and
 to inform you that the
 same has been forwarded
 to the proper authorities
 for their consideration.
 I am, Sir, very respectfully,
 Yours,
 J. S. Smith Esquire.

39
 No. 43 Superintending Engineer's Office,
 Madras, 14th August 1875.

From: J. S. Smith Esquire.
 Off^r. Superintending Engineer,
 Madras.

To: Lieutenant Colonel J. Mullins, R.E.
 Off^r. Secretary to Government,
 Public Works Department,
 Fort St. George.

Sir,
 I have the honor to enclose an
 English translation of a plaint
 filed before the District Munsiff
 of Madras, in No. 267 of 1875, by two persons
 against Mr. Anderson and myself
 as the 1st and 2nd Defendants.
 The suit is for the recovery of

Enclosures.
 5

\$1300 with interest and costs - the
value of certain trees alleged to have
been purchased by the 1st Defendant.

The date fixed for the filing of the
answer is the 17th Instant but the
Government's Counsel has been
instructed to move the Court for
an extension of two months.

3. On the Northern flank of the
Pinnar amient there is an Luam
Sope which was greatly cut up by
the flood of October 1874, and as
the land was required, in connection
with the extension of the amient.

I requested the Collector, on the
30th January 1875, to arrange for its
speedy transfer to this Department.

4. The Special Deputy Collector,
appointed for the settlement of
claims for compensation in this
District, was deputed by the
Collector to settle the matter, and

I forwarded to that Officer, on
the 1st February 1875, a statement of
the estimated value of the trees on
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him to fix what he considered a
fair price for them as firewood
was then urgently wanted for the

ancient extension works.

5. The 1st Plaintiff appeared before the Special Deputy Collector and declined to come to any reasonable terms as regards the price of the trees but agreed to make over the land on condition of other land being given instead. On the 11th

February 1875 he gave a deposition, before the Special Deputy Collector, stating that he would cut and remove the trees within 4 months.

6. As the 1st Plaintiff who was then looked upon as the sole owner of the trees declined to part with them,

* Translation enclosed

it was necessary to try and procure a supply of firewood from other sources and arrangements were in progress for doing so, when the 1st Plaintiff appeared before Mr Henderson and proposed to sell the trees. A sum of Rs. 1800 was offered to him for them on or about the 11th April 1875. but he declined to give a decided answer at once. When accepting the offer, which he did subsequently, Mr Henderson informed him that the amount offered would be subject to a deduction of Rs. 10

per diem, should any delay be made
in making over the trees. To this
condition the 1st Plaintiff took

no exception.

7. Some hours afterwards Mr. Henderson
was informed that the 1st Plaintiff
was not the sole owner, and that he
had a brother and an aged uncle,
who had a share in the property.

8. On or about the 12th April, the

1st Plaintiff attended at Mr. Henderson's
office, with his uncle, and there, in
the presence of witnesses, he distinctly
refused to have any thing to do
with the sale, unless the whole of the

purchase money was made over
to his uncontrolled power, to this
the uncle strongly objected, and
the interview terminated.

9. On the 14th April 1875, the 1st
Plaintiff wrote a letter to Mr.

Henderson, stating that he and
his brother (2^d Plaintiff) were

the owners of the property. This
was the first time that he referred

to a second person, as having a joint
right to the property, and in the

same letter he alluded to some
"misrepresentations" which, I believe,

refer to the information obtained

by Mr. Henderson regarding the
claim of the uncle, whose title the

1st Plaintiff did not then admit.

10. In connection with this case,

I beg to enclose copies of the
correspondence between the 1st

Plaintiff and Lieutenant Henderson.

Lieutenant Henderson dated 14 April 1875

From _____ 15th — do —

To _____ 22nd — do —

From _____ 24th — do —

To _____ 27th — do —

From _____ 28th — do —

To _____ 29th — do —

From _____ 29th — do —

To _____ 1st May 1875

Dated 15th
April 1875.

11. It will be seen from the first
letter, Lieut. Henderson wrote, that
he distinctly informed the 1st
Plaintiff that his right to receive
the whole amount was by no means
clearly re-established, ^{and} that he referred
to the deduction of Rs. 10 per diem
for delay.

12. Thereupon, the 1st Plaintiff wrote
to say that the family disputes
were settled, that he and his
uncle would give a joint receipt,
and that his brother would come
into Koller and sign that document.

but the 1st Plaintiff would not agree to the deduction of Rs. 10 per diem being made, although it was a part of the original verbal agreement, made on the 11th April 1870. Sir G. Anderson, with my concurrence, insisted upon this condition, as the trees were daily becoming of less value to us, and it seemed advisable, as a warning to others, to enforce the penalty attached to delay.

The above is the history of the case. I will now refer to the plaintiffs and the mode in which I propose

to defend the suit.
14. The uncle referred to is described in the Plaint as the adopted father of the 1st Plaintiff, but he is not made a party in the suit, although he claims a half share in the trees. The burden of proving that the uncle has no voice in the matter rests entirely with the 1st Plaintiff, but he can hardly do this, as he apparently admits, in his letter dated 22nd and 27th April 1870, the right of his uncle. In these communications he alludes to family disputes, and states that he and his uncle were ready to

give receipts implying thereby
that the uncle had some right,
whatever that right may be, which
rendered his signature necessary.

15. Notwithstanding the above
admission, the 1st Plaintiff states
in the Plaintiff that he and his
brothers are the owners of the trees
and ignores the right of the uncle.

16. The allegation in the Plaintiff that
some branches of the trees were
appropriated for the ancient works
by Lieut. Henderson, is false. One
Branch was cut down to allow a
travelling crane to pass, but no

31
general topping was sanctioned
as implied by the Plaintiff.
17. Lieut. Henderson agreed to pay
Rs. 1300, on or about the 11th April
1875, on condition of deducting Rs. 10
for every day's delay in making
over the trees to him. As already
stated this negotiation, which was
verbal, was made only with the
1st Plaintiff, and with the
understanding that he was the
sole owner. The transaction cannot
be said to have been completed
when the 1st Plaintiff, who took
Henderson's word, said that

no exception to the deduction at
first, has since taken exception
to it. His own direct and indirect
admissions, that there ^{are} two other
persons entitled to share in the
proceeds, renders the transaction
null and void. It will also

be observed that, on the 14th April
1872, or 3 days after the above verbal
arrangements, the 1st Plaintiff
expressed a desire to withdraw
from all that had been done
in the matter. Under these
circumstances, it is, I think,
clear that there was no actual

sale, and I must ask you
to be so good as to allow me
to conduct the defence at the
public expense. A copy of the
draft answer, I propose, filing,
is also submitted for consideration
and approval.

I have the honour to be,

Sir,

Your Most Obedient Servant

[Signature]
Offg Superintending Engineer

P. W. 1895 Sept.

From, No. 5576
The Offg. Superintending
Engineer,
Mellore.

To, The Offg. Secretary to
Government.
Ed. D.
Fort St. George

Dated 14th August 1895
Des^d 17th Joe
Rec^d 21

B. 48
Enclosures 5

Requests sanction and
Explanation within given,
to defend at the public
expense the suit brought
in the District Munsiff's
Court of Mellore, against
Sri. Henderson and
Mr. R. Smith by S. C.
Raghavachari and
residing at Rangamangala
Lipetti.
With order

No 2501.
The sanction the Government in Council sanction the defence
of this suit being undertaken at the public expense in the public
interest the question as to by whom the charges are to be ultimately
borne, will be referred until the result of the suit shall have
been duly reported.

To, 15 Sept 95
Offg. Secy. Supr. Mellore. S. S. de P. O. A. 1995
S. S. de P. O. A. 16-9-75

W. 2575

1-30-31

Dec 1-9-75
Ca. 27.8.75

1105376

U.S. DEPT. OF THE INTERIOR
BUREAU OF PUBLIC WORKS

Wp & Hugo
Hillme

Date

to

by

1 Apr 25 19

Dec 30 - 81

Suit against St. Andrew
and the City Superior Hillme

Sanctioning the defense of
the — being undertaken at the
public expense, and observing
that, as to by whom the charges
are to be ultimately borne,
will be ascertained under the result
of the suit shall have been
duly reported.