

Transferred

Enclosure No. 4 of letter
No. 32 dated 21st January
E.W.
1887. from the Superintending
Engineer 4th Div. Circle.

Nilgiri Collector's Office,
Ootacamund, 25th November 1886.

BOARD'S GEN. REG. NO. 6294 OF 1886

No. 301.

FROM L. R. Burrows Esquire,
COLLECTOR OF
NILGIRIS,

To

THE SECRETARY TO THE BOARD OF REVENUE,

MADRAS.

Sir,

Referring to the notification
in the Fort Saint George Gazette dated
7th of April 1886 proposing to take up
certain land for the Conservancy of the
Ootacamund Lake, and referred to in
Board's Proceedings dated 10th May 1886
No. 3446 Miscellaneous Communicating
the orders of Government on the subject,
I have the honor to report that all
the lands have now been acquired,
or terms settled for acquisition, —
except $\frac{2}{51}$ the property of Mr. Jeremiah
Ryan. — Mr. Ryan was in England when
the

the Collector's Notice under the Land acquisition Act was first issued and there was a great deal of difficulty in serving him.

2. Mr. Ryan at once instructed Solicitors in Cochin and, I understand, Madras also with the view of resisting the Government action to the utmost. He appeared also before me and said he would prefer paying Rs 1000 down for any public purpose to being compelled to part with the property in question.

He, however, finally put in a claim which may be summarized as follows:— "The Land known as $\frac{2}{5}$, measuring 7.83 acres forms a part of the "Cedars" property and contains buildings which are a part of the house which is known by that name.

I therefore claim under Section 55 of the Acquisition Act that the Government acquire the whole of the Cedars, the value of which is Rs 2,38,944. — If this point be ruled against me I claim Rs 27,500 for $\frac{2}{5}$, as follows:—

Buildings	Rs 6,000.
7.83 acres Land @ Rs 1200 per acre	9,396
Orchard and garden	4,000
Compensation for loss of water frontage privacy and depreciation of property.	8,000
	<u>27,396</u> or
Rs 27,500 in round figures.	

3. After a careful inquiry I came to the conclusion that the following was a fair price to offer and offered the same accordingly, subject to a condition to be explained hereafter:—

Land @ Rs 500 per acre	Rs 3915
Buildings	4,000
Trees (timber + firewood)	1,350
Front trees	40
Subtotal	10,005
Add 15% for forced sale	1,500 12. 0
Total	<u>11,505 12. 0</u>

7. Before, however, proceeding to address the Board, I wrote a letter to Messrs Cowdell & Co of which I enclose a Copy offering them Rs 11505.12.0 for the land buildings and trees, and a right of keeping a pump and of access to the water's edge. - If they refused the offer but agreed in writing not to press the Claim under Section 55 the Case would be referred to the District Court, on the Relinquishment as it stood. But if they refused - both the offer, and also to withdraw - their Claim under Section 55 the Government would be moved to issue a revised Relinquishment cutting out the buildings.

8. My letter was dated 8th October and only on the 15th Instant, I received, a reply refusing both the offer and to forego the Claim under Section 55. I enclose for the Board's perusal Copy of Mr. Ryan's letter to his Solicitors on the Subject.

9. As Mr. Ryan's piece of land is the only one which has not been surrendered I strongly recommend that Government should persist and acquire the land. In the case of Mr. Redmond owning land on the other side of the Lake the case was taken to the District Court by which the Collector's tender was confirmed. Mr. Redmond was most unwilling to part with his Lake frontage, but it was taken from him. I have shown Mr. Ryan every possible consideration, and offered him a price which I think I shall be able to prove sufficient.

I therefore enclose a draft Notification for approval of the Board and Government, with the view of giving effect to my recommendations.

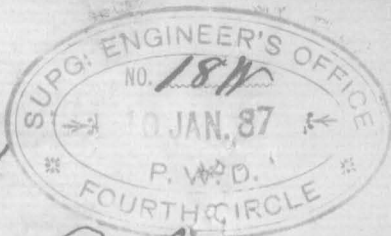
10. I may add in conclusion that Colonel Shaw - Kivash whom I also consulted personally

on the subject was entirely in
favour of the buildings being
cut out and the remainder
only of the land acquired.

I have the honor to be,
Sir,

Your most obed^t. servant

In Return
Collector



Enclosure 3.

83
PW 10924
532/87

Enclosure No. 3 of letter
No. 32 dated 21st January
1887 from the Superintend-
ing Engineer 4th Circle

Charambaddy.
9. November '88.

Messrs Cowdell and Winterton
Solicitors

Dear Sirs,

Yours of the 5th instant, the "Cedars"

I have thought a great deal
of our conversation, and am not disposed
without further inducement to waive my
rights under Sec. 55 of the Lands Acquisition Act.

My position seems this, —

The Collector offers me for the land and
buildings, and Compensation — Rs 11,500.

Groves and Kooposawmy tell me that
it will cost to replace the buildings " 6000

This leaves as Compensation for forced
Sale and loss of water frontage
and building sites, and privacy, and
land and timber 5,500

I shall have to employ at least
2 extra gardeners (or buy a pump and
employ one). The Cost of 2 gardeners @ 7th
per month amounts to Rs 168 per annum.

To secure this amount I should have to invest 3,360
@ 5% . . .

This leaves for Compensation on all Considerations;
Land, Timber, etc. etc. 2,140

I therefore absolutely refuse the Collector's tender..

I was inclined after my interview with you to forego my Claims under Section 55 but at this moment, am not prepared to do so..

The notice given to me was that the land was required for the better Conservancy of the lake. Please make the following offer to the Collector:

That we are prepared to make an intercepting drain after his own design, or to employ pipes or such other means as he may direct, to Catch, Convey and lead away any possible element of pollution, along the entire lake frontage bordering our property..

That we are prepared at all hours of the day and night, to allow free access to the land to guard its Conservancy.

That we are prepared to find house room for a resident guardian..

The Collector's reply will determine my decision..

Please bear in mind, that 'narrow' strip, is no definite but only a relative designation, and that we cannot gauge our Compensation by the measurement of inches in breadth of deprivation.

(True Copy)

H. R. Barry

Sours Truly
Sd/- J. Ryan

July 12. 629576.



2
Luty
PW 10034
532/100
17

Enclosure N^o 2 of letter
N^o 32 dated 21st January
1887 from the Superintend-
ing Engineer 4th Circle.

Without prejudice

N^o 1755.

Nilgiri Collectors' Office.

Cotacamund

8th October 1888.

From,

L. R. Burrows Esq

Collector of Nilgiris

To,

Messrs Cordell & Co.

Solicitors

Cotacamund.

Gentlemen,

In re. acquisition of land
from Mr. Ryan.

I have the honour to offer
Mr. Ryan for the 7.83 acres of
land comprised in $\frac{2}{57}$ of
Cotacamund Settlement together
with the trees & buildings standing
thereon the sum of Rs 10,005 to
which is to be added the sum
of Rs 1500-12-0 being 15 per
cent on the above estimated
market value as compensation
for forced sale. The total amount
offered in compensation is
therefore Rs 11,505-12-0.

2. Mr. Ryan & future proprietors of the Cedars will also have a right to keep ^{if work} a pump on the land as at present for the purpose of pumping water from the lake for the use of the Cedars. A free and convenient right of way to the water's edge will also be retained by Mr. Ryan.

3. In making this offer without prejudice I beg in case Mr. Ryan should refuse it that I may be informed whether in the proceedings before the Civil Courts he will consent to waive his claim under sec 55 of the Act to have the whole of the Cedars purchased by Government

4. If Mr. Ryan will give his consent to this course I will make the reference to the District Court for settling the amount of compensation

for the whole of $\frac{1}{57}$ including buildings, trees, &c as at present

5. If, however, Mr. Ryan declines to give an undertaking not to push his claim under Section 55 I am advised that the case for Government would be made stronger by seeking to acquire only a portion of $\frac{1}{57}$ excluding the buildings, & that steps should be taken accordingly

6. I explained to Mr. Ryan personally that the Government did not want the buildings & their proposal to acquire them with the remainder of $\frac{1}{57}$ was merely out of consideration for him. If, however, the case is to go to the Civil Court Mr. Ryan will not of course expect Government to prejudice its own case merely out of

Enclosure No. 1 of letter
No. 32 dated 21st January
1887 from the Superintending
Engineer 4th Circle.



Confidential

Proceedings of the Board of Revenue.

Dated 8th December 1886.

No. 9065 Miscellaneous.

READ Letter from the Collector of Nilgiris, dated 25th
November 1886, No. 301.

Resolution

Submitted to Government with the request
that the draft notification now submitted
may be approved and ordered to be published
in the Fort Saint George Gazette

J. True Inbrachy

M. Mammick

Acting Secretary.

To The Secretary to Government R.D.

with letter and enclosures in original to
be returned.

Copy to the Collector of Nilgiris

Chad
b...

ABSTRACT.

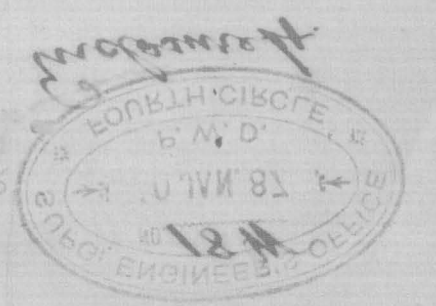
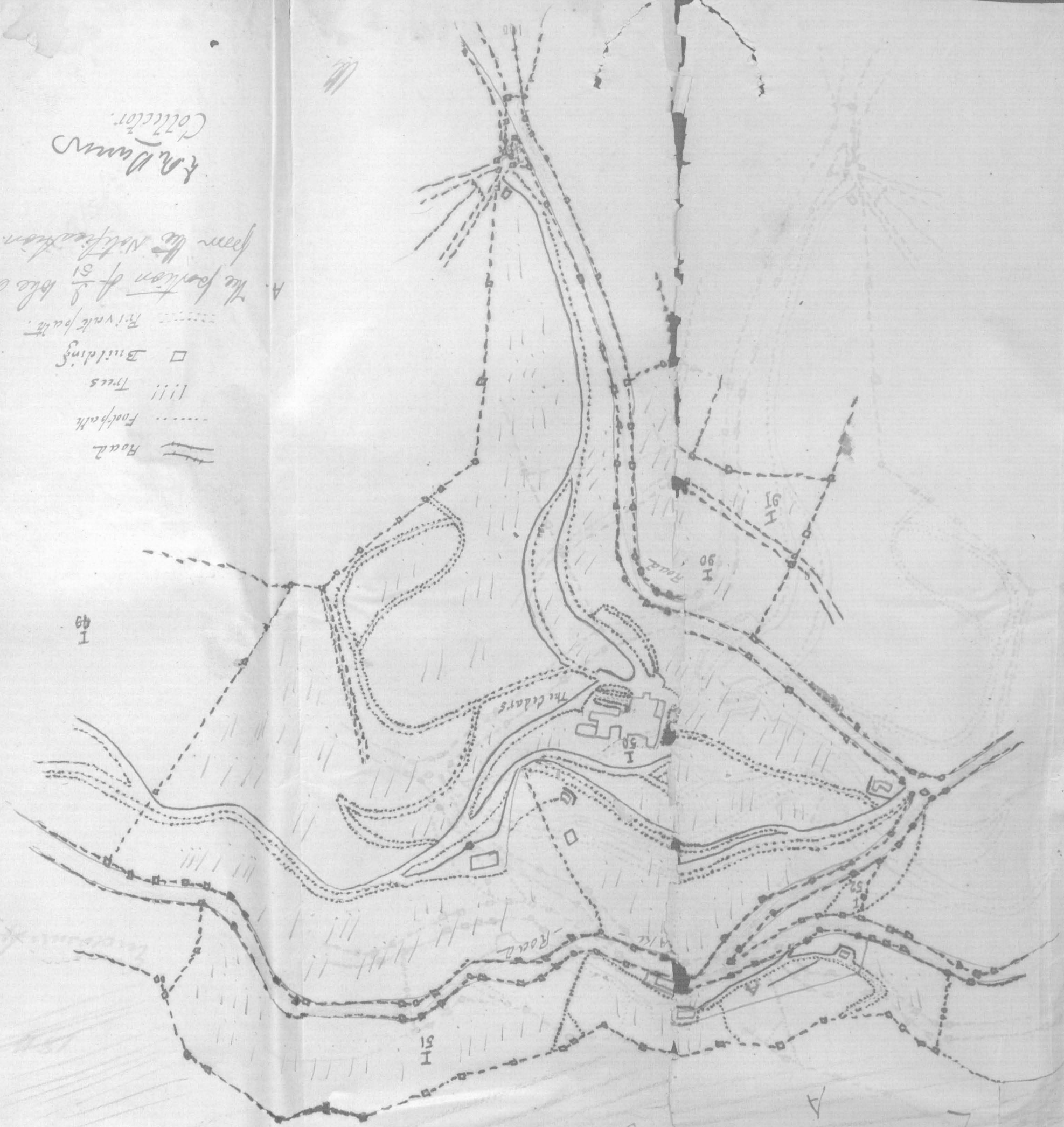
No 9 E d/17. 4. 85
 " 35 E d/27. 4. 85
 " 123 E d/18. 5. 85
 " 326 d/16. 3. 85. Rev
 " 1230 W d/27. 5. 85
 " 511 E d/24. 8. 85
 " 136 W d/18. 1. 86.
 " 261 C d/20. 1. 86.
 " 750 W d/20. 3. 86.
 " 1107 C d/18. 3. 86.
 " 1167 C d/22. 3. 86.
 " 936 W d/6. 4. 86.
 " 574 D d/28. 4. 86
 " 958 d/6. 5. 86
 " 131 D d/14. 5. 86.
 " 1234 W d/14. 5. 86.
 A
 " 1346 W d/29. 5. 86

K. A. Dumas
Collector.

A. The portion of $\frac{1}{2}$ mile overlaid
from the north-western

Road
 Footpath
 Trees
 Building
 Private path

Surveyed by
 Signed Ibrahim
 20/11/86.





Scale: 1 inch = 1 mile = 3600

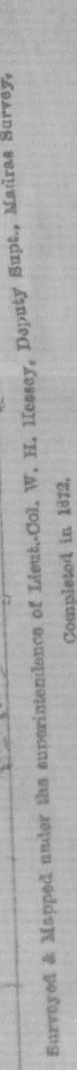
Surveyed & mapped under the supervision of
Deputy Survey, Madras Survey.

Second Edition

Surveyed & mapped under the supervision of
Deputy Survey, Madras Survey.

Details Revised up to August 1880 under the

Robertson & Co. Ltd.
Trinidad, Guyana, etc.



after the superintendence of Lieut. Col. C. C. Bargeant,
Deputy Supt., Madras Survey.

Details Revised up to August 1880 under the supervision of Major W. Fresh, A.C.
Labour done by United Africa Co. Ltd.
Finally done by D. G. M. 31/83

17/12
17/12
17/12