M.R.O. 1—32,000—16-10-99.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 662 Press ~~Mis~~

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Dated 5-5-68 20 ~~19~~.

Not to be folded or roughly handled

No. 46. Read the following Proceedings of the Board of Revenue, dated 10th February 1870, No. 979:—

Read the following letter from the Commissioner of the Neilgherries, to the Acting Secretary to the Board of Revenue, dated Ootacamund, 17th December 1869, No. 184:—

On the 16th July 1863 Mr. Hunter purchased a property at Coonoor from one Soobba Row. On the 3rd February 1869 Mr. Hunter, in letter (A.), made to me four claims for compensation in connection with this property. The claims are numbered 1,* 3, 4, and 5, and are shown in accompanying Survey Plan (B.):—

* No. 2 claim at first made was subsequently withdrawn.

No. 1, called by Mr. Hunter "about 5½ Acres, and a good deal of it sholah," is shown in B. as "forest (not including river) 3·52 Acres." Mr. Hunter claims Rupees 1,500 for this land, which he says is his, and which Mr. Grant, he adds,
"requested him to give up,
"making the Coonoor River his boundary."

No. 3—Mr. Hunter calls this "a good building-site spoilt, and a small "strip of land cut off by the new road to the Government offices." For this he claims Rupees 350.

No. 4, Mr. Hunter describes as "the high road to Wellington and Ootaca-"mund, which cuts through my ground for about 520 yards in length, speaking "roughly.
"I value this at Rupees 900."

No. 5, Mr. Hunter says is "a short cut foot-path to connect the old Oota-"camund road with the new. This goes through the centre of my ground, and is "a great nuisance to me in many ways; but knowing it to be a great convenience "to the public, I have left it open, though assured at the time of purchase that "there was no right of way. For this I claim Rupees 250." Mr. Hunter, enclosing his plan,† added, "not one of these "roads are in my official plan under "which I bought the property, and "which Mr. Grant applied for, and had in his office for some months shortly after."

† Dated 25th October 1850, signed by Captain Ouchterlony, marked X.

2. On the receipt of this letter I addressed the Survey and Public Works Departments and Collector of Coimbatore for information, and had the Survey Plan (B.) made.

3. In reply to Mr. Hunter's claims I wrote,‡ pointing out that I could not accept Captain Ouchterlony's plan (X.), as it did not bear the counter-signature of the Collector; that the plan made the area of the estate Cs. 25, Grs. 8, Ft. 186, instead of Cs. 12, Grs. 11, Ft. 276, as entered in my Quit-rent Register; that the figures in the plan, 25-8-186, bore the appearance of having been subjected to correction; that if he had any letters from Mr. Grant, promising him compensation for the No. 1 claim, I should be obliged

‡ In letter, dated 16th November 1869, No. 522, marked C.

to him for a sight of them; that as regards No. 3 claim Colonel Farewell made the road not knowing the land was private property; that I thought Rupees 200 ought to satisfy this claim; that as regards No. 4 the Superintending Engineer said the road was made in 1854, presumably with the consent of the then owner of the land; that Government could not be called upon to compensate every fresh transference for roads formerly made, as was often the case, at the request or with the consent of the former owner; that as regards No. 5 claim Colonel Farewell alleges that the right of way has existed ever since he has known the range (some fifteen years), and that he (Mr. Hunter) must be considered to have bought the property subject to all such rights of way.

4. Mr. Hunter replied,* expressing surprise at the pleas now put forward to repudiate his claims, and stated that he bought the property on the faith of the plan (X.) made by Colonel Ouchterlony, the Government Engineer; that the boundaries therein laid down have been recognized for the last nineteen years; that shortly after his purchase he showed the plan to Mr. Thomas who told him it was a good one; that Mr. Grant also, "at the time the surveys were being made "of Coonoor, did not object in any way, but allowed his plan to hold good; he "(Mr. Grant) also called upon me verbally to give up that piece of 5 or 6 Acres "across the river," (the subject of No. 1 claim,) "promising I should have compen-"sation for the same, to which I agreed; that Captain Law was ordered to make a "survey, with a view to settle their claims for compensation;" that he (Mr. Hunter) is not responsible for the difference between the quit-rent registered area and the plan area; that he never refused to pay on the full area; that his property has been cut up in all directions without his being consulted; and that, if the Superintending Engineer can satisfy him that the former proprietor was compensated,† he will waive his claim.

* In letter, dated 19th November 1869, marked D.

† This refers to Claim No. 4.

5. On receipt of this I examined the office-copy‡ of the Transfer Deed given by the seller to Mr. Hunter, and discovered that the property is expressly described as lying to the south-west of the Coonoor River, whereas the land, the subject of his No. 1 claim, lies to the north-east of the river. On finding this I had my records searched again as far back as 1863, when, to my surprise, I found a letter§ from Mr. Grant to Mr. Hunter, pointedly notifying to the latter the incorrectness of the plan "under which" Mr. Hunter, in his letter to me of the 3rd February 1869, (paragraph 1 *ante*) says "he bought the property, and which Mr. Grant applied for and had in his office some months shortly after."

‡ Dated 16th July 1863, marked E.

§ Dated 28th July 1863, marked F.

6. Upon this I wrote‖ to Mr. Hunter, sending him copies of E. and F., which I informed him quite disposed of his No. 1 claim in my opinion. I reminded him that he had neither accepted nor rejected my offer of Rupees 200 for his No. 3 claim; that the road for which he claimed under No. 4 having been made ten years before he purchased the property it did not seem necessary to call upon the Superintending Engineer to prove that the *then* owner had received compensation, and that the right of way (claim 5) had existed for years,* and was marked as a right of way on the Settlement Map.

‖ In letter, dated 30th November 1869, marked G.

* Two old residents (Natives) of Coonoor depose, that to their knowledge, (going back 30 and 22 years, respectively,) the public have used the foot-path as a right of way.

7. Mr. Hunter replied,† acknowledging that Mr. Grant wrote the letter (F.), but stating that subsequently some case of Captain Fuller having been settled by the Board, who upheld an old recognized boundary, even without a plan, Mr. Grant never afterwards disputed the plan (X.), but promised compensation; that at the time of the survey of the Coonoor Settlement Mr. Grant never objected to plan X.; that Captain Law was ordered to make a survey, with a view to compensation for the claims now urged; that the plan (X.) decides his boundary, and he refers to Mr. Grant for corroboration of his statements, in farther confirmation of which he encloses copy of a letter‡ of his to Mr. Grant.

† Dated 1st December 1869, marked H.

‡ Dated 21st September 1867, marked Y., requesting Mr. Grant to make a settlement, before his departure, of the claims which form the subject of this reference.

8. I replied,§ repeating that, without authority, I could not recognize a plan which did not bear the Collector's signature, and especially so with plan X., because of Mr. Grant's letter (F.) duly notifying the incorrectness of the plan, and because of the Transfer Deed (E.) describing the property as situated to the south-west of the river, whereas his No. 1 claim was for land north-east of the river; and that I should be glad to refer the matter to higher authority.

§ In letter, dated 3rd December 1869, marked I.

9. Mr. Hunter in answer‖ said he considered that the matter had long ago passed that stage when it could rest with me to reject what Mr. Grant distinctly promised; that he agreed to make the river his boundary on Mr. Grant's promising him compensation; that the Survey Department know full well that his boundary at first extended across the river, and it was only after Mr. Grant's interview with him that they were ordered to make the river the boundary, and changed the stones accordingly as they could inform me; that if he had had to confine himself to the puttah area "he would, of course, have taken all the useful portions, and left "the rubbish to Government"; that he has a Tamil paper, purporting to be a Deed of Sale, but had no knowledge of its contents until I sent him the translation (E.); and that finally he refers to Mr. Grant, and has no particular desire to undergo another five or six year's delay, worry, and correspondence with Government, the Board, and other departments.

‖ Letter, dated 4th December 1869, marked J.

10. Subsequently, I referred to Captain Law and the Survey Department. The former forwarded copy of his report,¶ which he wrote in reply to Mr. Grant's letter,** to the Public Works Department. Copy of L. I have obtained from the Collector of Coimbatore; it is addressed to Colonel Walker, draws his attention to Mr. Hunter's land having

¶ Dated 26th October 1867, marked K.
** Dated 23rd September 1867, marked L.

been cut through by two roads, calls for a survey, and says there will be no difficulty with the road "between the Sapper lines, as Mr. Hunter has a survey "of it by Captain Ouchterlony." These words, within inverted commas, evidently refer to the land, the subject of No. 1 claim. Captain Law's report (K.) merely describes Mr. Hunter's claims, as Mr. Hunter himself describes them in his letter to me of the 3rd February 1869, paragraph 1 *ante*.

11. Such is the case, and I submit the same for the consideration of the Board. The delay in the disposal of the case must be, without doubt, very annoying to Mr. Hunter. If he could have proved to me that Mr. Grant had settled his right to some compensation for his No. 1 claim farther investigation and delay would have been spared. But, in the face of Mr. Grant's letter (F.) and Mr. Hunter's Title Deed (E.), I regret I cannot conclude that the matter in Mr. Grant's hands went farther than inquiry, and so it rests with me, his successor, to conduct the inquiry to a termination.

12. I have no remarks to make farther than, with reference to Mr. Hunter's last letter (J.), to point out that the Survey Department say that they know nothing of Mr. Hunter's right to extend his boundary beyond the river. All they know is that they received orders to demarcate Mr. Hunter's property, and Mr. Hunter sent his Butler to point out the boundaries. Subsequently, they received orders from Mr. Grant to reserve the part north-east of the river, and they did so.

13. There seems to be some misapprehension on the part of Mr. Hunter when he says, "if he had had to confine himself to his puttah area, he would have taken all "the useful portions, and left the rubbish to Government." The question *now* is not whether or no Mr. Hunter holds more land than his puttah area. This will have to be settled by and by. The point is that Mr. Hunter claims to be the owner of a sholah in Coonoor on the faith of a plan (X.) signed by Captain Ouchterlony, but not signed by the Collector, and in direct opposition to his Title Deed, which expressly says the land sold to him lies to the south-west of a river, to the north-east of which the sholah lies.

14. The plan (X.) states the area to be Cs. 25, Grs. 8, Sq. ft. 186, whereas, as I am informed by the Survey Department, the plan (X.) measures to scale only Cs. 23, Grs. 22, Sq. ft. 1,949. The area of the property in my Quit-rent Register is Cs. 12, Grs. 11, Sq. ft. 276. The area of the land in possession of Mr. Hunter to the south-west of the river, as described in the Title Deed (E.), is Cs. 19·28.

15. If the Board or the Government, on the grounds that long delay has taken place, and that Mr. Grant apparently held out hopes to Mr. Hunter, will authorize me to accept Captain Ouchterlony's plan (X.) as defining the boundaries of the property, I dare say Mr. Hunter will consent to lump his claims Nos. 1 and 3 together, and take land in compensation, the extent and situation of which can be settled by arbitration.

ENCLOSURE No. 1, A.

From J. HUNTER, Esq., to the Commissioner of the Neilgherries, dated Coonoor, 3rd February 1869.

In reply to your No. 46 of the 30th ultimo I regret my last letter did not make the points, under which I claim compensation, sufficiently clear, as I was trusting to Captain Law's letter and plan, to which I referred, giving you all the necessary information.

2. Touching the history of each piece which you now ask for, I beg to state, in the first place, that all the pieces, with the exception of No. 4, were taken possession of by Government officials without consulting me at all, though a European resident proprietor, and I therefore naturally infer that the same "rule-of-thumb" process was applied to my predecessor, a non-resident native, from whom I bought the land, and to whom, I believe, no compensation was ever granted.

No. 1 is about 5½ Acres, and a good deal of it sholah. Through this the new Kotagherry road has been cut, and Mr. Grant requested me to give up the whole of this piece, making the Coonoor River my boundary for the future, to which I agreed on his promise of fair compensation. This I value at Rupees 1,500 in all, as the land round it sells at high prices.

No. 2. To this I have waived my claim for the reasons stated in my former letter.

No. 3. A good building-site spoilt and a small strip of land cut off by the new road to the Government offices. This I value at Rupees 350.

No. 4 is the high road to Wellington and Ooty, which cuts through my ground for about 520 yards in length, speaking roughly, and commencing from the Indian Carrying Company's Offices. I value this at Rupees 900, as land here is more valuable than in any other part of Coonoor.

No. 5. A short cut foot-path to connect the old Ooty road with the new. This goes through the centre of my grounds, and is a great nuisance to me in many ways; but knowing it to be a great convenience to the public, I have left it open, though assured at the time of purchase there was no right of way. For this I claim Rupees 250, which will not even cover the cost of double fencing.

3. Not one of these roads are in my official plan under which I bought the property, and which Mr. Grant applied for, and had in his office for, some months shortly after. Trusting the above information is what you require, and that it will enable you to come to an early decision in this matter, for which I have been long waiting.

ENCLOSURE No. 2, B.—Plan.

ENCLOSURE No. 3, C.

From the Commissioner of the Neilgherries, to J. HUNTER, Esq., Coonoor, dated Ootacamund, 16th November 1869, No. 522.

I AM at last able to take up your compensation-claims, having got the necessary information from the Public Works and Survey Departments.

2. See your letter, dated 3rd February 1869, to my address.

No. 1 Claim.—The difficulty in this case is that the plan signed J. Ouchterlony, and dated 24th October 1850, does not bear the counter-signature of the Collector. True this plan carries the property beyond the stream so as to include the sholah, and makes the measurement Cs. 25, Grs. 8, Sq.ft. 186; but in the Office Register the property is entered as Cs. 12, Grs. 11, Sq.ft. 276, on which area only quit-rent has, from the commencement, been charged. If the plan had been signed by the Collector I could accept it, but as it is I have no power to do so until authorized by Government. Moreover, it has been brought to my notice that the figures in the plan, 25-8-186, seem to have the appearance of having been corrected or altered. That something of the kind has happened would seem to receive confirmation from the fact that, measured to scale, your own plan shows the area to be only Cs. 23, Grs. 22, Sq.ft. 1,945.

3. If you have any letter from Mr. Grant, asking you to give up the sholah and make the river your boundary, and promising you compensation, I should be much obliged to you for the sight of them, and they might strengthen your case. I have looked through my records, but can find no papers relating thereto.

No. 3. Claim.—Colonel Farewell says that he made this road not knowing at first that it was your property; that after learning that it belonged to you, he says he went to you and apologised, and said he would ask Mr. Grant to give an equivalent on land at some other convenient locality, to which

you agreed You are therefore clearly entitled to compensation in some shape for this. It is a very small pit taken, but as you say you have lost a building-site would not 200 Rupees satisfy you, or is there any pit of adjacent land that would suit for compensation.

No. 4 Claim.—This road was cut in 1854, presumably, as the Superintending Engineer says, by agreement with the then proprietor. If the then proprietor neither agreed nor received compensation, he is the man to make the claim. In a similar instance, at Ootacamund, this was held to be the rule; were it not so, as you must see, the Government might be called upon by every fresh transferee to compensate for roads made, as was often the case formerly at the request of the old proprietor.

No. 5 Claim.—The right of way has existed ever since Colonel Farewell has known the range some fifteen years.

I have therefore neither the power to close such old right of way nor to compensate you as Government will of course hold that you bought the estate subject to all right of way.

I send you the Survey Map of your different claims for reference. Please return with reply.

ENCLOSURE No. 4, D.

From J. HUNTER, Esq., to the Commissioner of the Neilgherries, dated Coonoor, 19th November 1869.

YOUR letter of the 16th instant, No. 522, with accompanying plan, is now before me, and I am exceedingly surprised at the pleas that are now being put forth by you, endeavouring to repudiate my claim.

2. The ground was bought by me according to that plan of Colonel Ouchterlony, the Government Engineer, and now in your possession. The boundaries laid down therein have been the recognized boundaries for the last nineteen years at least, and probably much longer.

3. Shortly after the purchase I showed the plan to Mr. Thomas, who told me it was a good one, and the only way he could account for his signature, as Collector, not being attached was, that he must have been out of the way at the time. Mr. Thomas is expected back here from England shortly, and can confirm this if necessary. Mr. Grant also, at the time the surveys were being made of Coonoor, did not object in any way, but allowed my plan to hold good; he also called on me, and asked me verbally to give up that piece of 5 or 6 Acres across the river, promising I should have compensation for the same, to which I agreed.

4. If confirmation were necessary of this statement at so late an hour of the day, I would refer you even to your own records, which will show that Captain Law was ordered to survey this and the other portions of my ground taken up by the Department Public Works, with a view to my claims for compensation being adjusted. I was most anxious to get this matter settled before Mr. Grant left, as he knew the case well, and he repeatedly promised me to do so, but I believe press of business prevented him.

5. I am in no way responsible for the quit-rent and actual acreage not tallying. I have never refused to pay on the full acreage, and told you myself that I considered such a principle only fair.

6. With regard to my road-compensation you will see how my property has been cut up in all directions without my being consulted, or any compensation offered me.

7. Touching the new Ooty road, if the Superintending Engineer can satisfy me that compensation was given to the late owner I will of course waive my claim on that.

8. With this farther explanation I trust you will be satisfied of the justice and moderation of my claim; seeing my land lays nearly in the heart of Coonoor, and considering the great delay and annoyance I have already been put to, that you will endeavour to obtain for me a speedy settlement.

9. Begging to return your enclosed plan herewith.

ENCLOSURE No. 5, E.—Translation of a Deed of Transfer executed by Soobba Row in favour of Mr. Hunter.

ENCLOSURE No. 6, F.

From the Collector of Coimbatore, to J. HUNTER, Esq., Coonoor, dated 28th July 1863, No. 405.

IN returning the Deed of Sale, received with your letter of the 27th instant, I beg to inform you that the transfer to you of the property therein alluded to has been duly registered in my books.

2. The old plan referred to in the deed is not a correct one. It includes more land than is due, and cannot be admitted. The actual area, according to the puttah granted to Soobba Row, is Cs. 12, Grs. 11, Sq. ft. 276, and this extent has been in your name. I request that in the survey and plan now being executed by Mr. Sanderson, the above extent may not be exceeded.

ENCLOSURE No. 7, G.

From the Commissioner of the Neilgherries, to J. HUNTER, Esq., Coonoor, dated Ootacamund, 30th November 1869, No. 550.

YOUR letter of 19th instant on your claims for compensation.

After informing you that I could find nothing in my records of any correspondence between you and Mr. Grant, and asking you to favour me with copies if you have any by you, you replied by repeating that Mr. Grant acknowledges the correctness of your plan, and promised you compensation for the sholah across the river, and you referred me to my records. After communication again with the Survey and Public Works Departments, I have at last gleaned some information from the Coimbatore records, and beg to send you a copy of the same.

(1.) Of Mr. Grant's letter to you of 28th July 1863, in which he returns you the Deed of Sale after registering the same in your name, and tells you that the plan referred to in the deed is incorrect; moreover, tells you that the actual area transferred to you by Soobba Row is only Cawnics 12-11-276.

(2.) Copy of the Deed of Sale executed by A. P. Soobba Row in your favour on 16th July 1863, from which you will see that the land he sold you is bounded on the south-west by the river.

This quite disposes of your claim No. 1 to the tract to the north-east of the river, and I regret that I cannot entertain it. It would have saved my time if you had referred to your Deed of Sale in the first instance and to Mr. Grant's letter, which letter, you will observe, does not agree with the statement in yours of the 19th instant, to the effect that Mr. Grant "did not object in "any way, but allowed your plan to hold good."

2. You do not say whether you will accept the Rupees 200 in satisfaction of your No. 3 claim, or prefer arbitration under the Act.

3. Claim No. 4.—The road was cut about ten years before you became owner of the property. It does not seem to me necessary to call upon the Superintending Engineer, as you suggest, to prove that the then owner of the property received compensation. I cannot therefore entertain the claim.

4. Claim No. 5.—The right of way, as mentioned in my former letter, is one that has existed for years, and is marked so on the Settlement Map.

I beg to return you the plans, etc., of your property.

ENCLOSURE No. 8, H.

From J. HUNTER, Esq., to the Commissioner of the Neilgherries, dated Coonoor, 1st December 1869.

YOUR letter, No. 550, of yesterday's date, with enclosures, I have just received. It is true that at the time of purchase Mr. Grant wrote me the letter, No. 405, of which you send copy; but before anything definite with regard to mine was settled a case of Captain Fuller's, with reference to land in Coonoor, was decided by the Revenue Board in his favour, and in which the principle

of old recognized boundaries, even without a plan, being allowed to hold good, was fully determined to the best of my belief. At any rate, after that date Mr. Grant never attempted to dispute my plan farther; he personally called upon me, and asked me to give up the whole of that piece across the river, for which he promised me compensation, and when the surveys of Coonoor were being made, as stated in my last letter to you, he did not in any way object to my plan. At the end of your 1st paragraph you say, "Mr. Grant's letter does not agree with my statement; that "Mr. Grant did not object in any way, but allowed my plan to hold good."

2. This is simply charging me with untruthfulness. If you refer to the letter again, you will see that what I did say was, "*at the time of Survey* Mr. Grant did not object in any way,". and Captain Law, before Mr. Grant left, received orders to survey the piece across the river and the other portions, with a view to my compensation being settled.

3. I still maintain that Colonel Ouchterlony's plan decides my boundaries, and I must stand or fall thereby; but as you have doubted my word in the matter, I can only refer you to Mr. Grant himself, who, I am quite sure, will fully corroborate my statements; at the same time, I enclose you copy of my last letter to Mr. Grant on the subject, which I think ought to satisfy you that he accepted the plan. The other points in your letter do not at present call for any farther reply, but I await your answer as to whether you really intend to try and repudiate your own Government Engineer's plan or not, and which I had believed to be accepted long ago.

ENCLOSURE No. 9, I.

From the Commissioner of the Neilgherries, to J. HUNTER, Esq., Coonoor, dated Ootacamund, 3rd December 1869, No. 552.

As mentioned in my first letter to you, dated 16th November 1869, I have no authority, without express orders from Government, to recognize any plan that does not bear the Revenue-officer's signature, and especially so in your case, for two reasons—

(1.) Because I find that at the very time you purchased the land it was certified to you by Mr. Grant that the plan was incorrect, and that the actual area sold you was Cs. 12, Grs. 11, Sq. ft. 276, (about half the area mentioned in the plan).

(2.) Because the plan obviously includes a sholah to the north-east of the river, when the Transfer Deed itself executed by the seller to you expressly states that the land transferred is situated to the south-west of the river.

2. I have not the least desire to charge you with untruthfulness.

3. In your letter of 3rd February 1869, referring your claims for compensation, you use these words, "Not one of these roads are in my official plan under which I bought the property, "and which Mr. Grant applied for, and had in his office for some months shortly after." I was led to infer from this that Mr. Grant, in possession of your plan for some months after you bought the property, accepted the plan, or at any rate did not object to it. I was certainly not prepared to find that he actually at the very time notified to you officially that the plan was incorrect. In your letter of the 19th ultimo you use these words, "Mr. Grant also, at the time the surveys "were being made of Coonoor, did not object in any way, but allowed my plan to hold good, etc." Taking this in connection with your letter of 3rd February, above quoted, it did not strike me that you meant to limit Mr. Grant's alleged acceptance of your plan to one particular occasion, namely, the time when the surveys were being made of Coonoor, whenever that was. Mr. Grant may of course have changed his opinion of your plan by the time of the Coonoor Survey, but until I have some proof of this, I cannot act upon your statement, because it does not agree, as I said in my letter of the 30th ultimo, with Mr. Grant's official to you of the 28th July 1863; nor is the sholah you claim entered in the Coonoor Survey Map as yours, but as belonging to Government.

4. I shall be glad to forward to the Board or to Government any appeal you may wish to make on the subject.

Proceedings of the Madras Government, Revenue Department, 5th May 1870.

ENCLOSURE No. 10, J.

From J. HUNTER, Esq., to the Commissioner of the Neilgherries, dated Coonoor, 4th December 1869.

In reply to your No. 552 of 3rd instant, just received, I beg to submit, touching that piece of ground beyond the river as shown in my plan. I consider matters have long ago passed that stage when it could rest with you to reject what Mr. Grant most distinctly promised me compensation for, and on the faith of which promise alone I allowed the river, in the Settlement Map, to be made my boundary.

2. As you were not here at the time you are probably not aware that the river was not my boundary when my ground was first demarcated, but on Mr. Grant's asking me to give up those 5 or 6 Acres, and make the river my boundary, I agreed to do so on the conditions abovementioned. Then after long waiting, and knowing Mr. Grant was going Home shortly, I wrote him that letter of 21st September 1867, of which I sent you copy in my last, because I feared being exposed to the worry and annoyance I have just had. In consequence of said letter I believe Captain Law received orders from Mr. Grant under which I showed him the points for which I claimed compensation. He made a survey and report thereon, but up to the present it would seem matters are farther from a settlement than ever.

3. The Survey Department know full well that my boundary at first extended across the river, and it was only after Mr. Grant's interview with me they were ordered to make the river the boundary, and changed the stones accordingly, as they can inform you.

4. In reply to your 1st paragraph, supposing I had agreed to Mr. Grant's first proposal of confining myself to the area per puttah instead of per plan, I should of course have taken all the useful portions and left the rubbish for Government, and their interests would only have suffered thereby; for, as I told you, I was willing to pay quit-rent on the full survey acreage.

5. Touching your 2nd paragraph, I have a Tamil paper purporting to be a Deed of Sale, and what you send me as a translation is the first real knowledge I have had of its contents. My faith was entirely pinned on Colonel Ouchterlony's plan, and my subsequent agreement with Mr. Grant, and on these I must stand or fall.

6. I have given you all the information I can, and if you have still any doubts as to what I state, I can only refer you to Mr. Grant himself, as I have no particular desire to undergo another five or six year's delay, worry, and correspondence with Government, the Revenue Board, and other departments.

ENCLOSURE No. 11, K.

From Captain G. V. LAW, Executive Engineer, Coonoor, to the Executive Engineer, Ootacamund, dated 26th October 1867, No. 65.

WITH reference to your order on Collector's letter, No. 187, dated 23rd September 1867, I have the honour to report that I have this morning been over all the points mentioned in it with Mr. Hunter, and that he bases his claim for compensation under five distinct heads :—

1st.—The land taken up and destroyed by the new Kotagherry road, regarding which he believes he will meet the Collector's wishes by giving up all to the north-east of the river, keeping the river in future as his boundary area, as per official plan, (copy of which is enclosed,) about 5½ Acres.

2nd.—The land taken up by the Wellington bridge, of which there is no plan, and the boundaries of which are irrevocably destroyed by the road and bridge embankment.

3rd.—For the destruction of a building-site and the embankment on his land of the new public office road.

4th.—For the land taken up by the lower Ootacamund road, which passes through the centre of his land, marked A., B., C. in plan.

5th.—For the expense of double fencing and keeping open a short cut path, marked B, D. on the plan, which path he believes to be a modern one, subsequent to the opening of the new

Ootacamund road, and not to have been in existence when his official plan, dated 24th October 1850, was made.

2. The only additions which I have added to the plan are the new Ootacamund road, A., B., C., and short cut B., D.

3. Mr. Hunter has authorized me to report that he is willing to lump his five claims into one, and take what the Collector may consider a fair compensation in land.

ENCLOSURE No. 12, I.

From the Collector of Coimbatore, to the Superintending Engineer, 7th Division, dated 23rd September 1867, No. 187.

IN constructing the Kotagherry road from the new teak bridge in Coonoor to Wellington, Mr. Hunter's land has been twice cut through—once near the bridge and once between the Sappers' lines.

2. I shall feel obliged if you will be good enough to call on Captain Law to furnish a survey and plan of the land appropriated in both instances. Mr. Hunter will be able to point them out. In the case of the land between the Sappers' lines, there will be no difficulty, as Mr. Hunter has a survey of it by Captain Ouchterlony. With regard to the other piece near the bridge there may be some question, as I do not think that Mr. Hunter has any survey of it. In the event of there being any difficulty in determining the area of the land taken up by the road, the case better be referred for my decision and farther consideration.

3. Mr. Hunter also claims compensation for land destroyed by the new trace to the public bungalow. I shall be glad to hear from you on this point.

ENCLOSURE No. 13, R.—Plan.

ENCLOSURE No. 14, Y.

From J. HUNTER, Esq., to the Collector of Coimbatore, dated Coonoor, 21st September 1867.

I HAVE the honour to bring to your notice that I have long waited in the hope of getting a settlement of the Glenmore claim for compensation in the case of the Sapper Barracks, and not wishing to mix up therewith my own private claim for compensation in another matter, or to trouble you more than I could possibly help. As I believe, however, the period of your departure is drawing near, I shall feel particularly obliged if you will get the following matter settled for me at an early date, or I may be put to much greater inconvenience and delay from your successor not knowing the merits of the case so well as you must do. I refer to my claim for compensation in the matter of the 25 Cawnies of land or thereabouts on which my Coonoor houses, etc., stand, and the points on which I claim are the following :—

1st.—For the 5 or 6 Acres of sholah land on the new Kotagherry road-side, which you wish me to give up entirely.

2nd.—For a new road that has just been made up to the traveller's bungalow, and which destroys a fine building-site.

3rd.—For a pathway right through my property, which I have kept open simply for the public convenience, though a great injury and nuisance to myself. Neither is it in my plan, or was any condition or reservation about it ever made with, or pointed out to me by yourself or any one else.

4th.—Compensation was never given, and is fairly due, I consider, for the main Ooty road which passes through my property from end to end, commencing at the Indian Carrying Company's rest-house, and no doubt Government will some day be claiming the usual margin on both sides thereof.

Proceedings of the Madras Government, Revenue Department, 5th May 1870.

5th.—Compensation is also due me for that portion of the new Kotagherry road close to the teak bridge, which cuts through a piece of building land I bought last year at a sale ordered by the Ooty Court.

I am sure you will agree with me in thinking these are all important points wherein my interests have been sacrificed for the public good, and as I have caused no obstruction or delay to Government in any way, I shall feel obliged by your doing your best to get a speedy and satisfactory settlement for me. I only ask for land compensation not money, and as I have been spending a great deal in and around Coonoor in improving property, I hope my claim will now have an early settlement. It is needless for me to add that most of the above ground taken is in the heart of Coonoor, and of course much more valuable than any waste land around.

P. S.—The original of this letter must be in the office-records.

ENCLOSURE No. 15.—Deed of Sale and its translation.

IN this letter the Commissioner of the Neilgherries reports on four claims for compensation, preferred by Mr. Hunter in relation to his property at Coonoor. A fifth has been withdrawn, and will not be noticed in these Proceedings.

2. The claims for compensation are—

(1.) A block, containing Acres 3·52, lying on the north-east of the Coonoor River, which he states is included in a plan of his estate which he possesses, but which has been excluded by the Demarcation Officers. For this block he claims Rupees 1,500.

(2.) Acre 0·14, cut off by a recent diversion of the road to the public offices for which he claims Rupees 350.

(3.) Acre 1·23, occupied by the highway from Ootacamund, etc., to Coonoor, for which he claims 900 Rupees.

(4.) Acre 0·03, occupied by a foot-path, connecting the new and old Ootacamund roads, for which he claims Rupees 250.

3. It will be convenient to dispose of the two last claims first.

Claim No. 4.—The foot-path is an old right of way proved to have existed for many years prior to Mr. Hunter's purchase of the block from Soobba Row in 1863. The public cannot now be deprived of this right of way, and its existence is no ground of claim against the State. This claim must therefore be disallowed.

Claim No. 3.—The road from Coonoor to Ootacamund, through the block of land in Mr. Hunter's possession, was made in 1854, or nine years before Mr. Hunter became its possessor. It is not necessary to revert to the question whether any and what arrangements were made at that distant period with the then possessor; in respect to this matter suffice it to point out that Mr. Hunter purchased the block in the condition in respect to this road in which it now is; and he doubtless took any inconvenience arising from the existence of the main road through it into consideration in the price he gave the former owner. This claim must therefore be disallowed.

Claim No. 2.—In respect to this claim the Board consider that Mr. Breeks's offer of Rupees 200 as compensation is more than ample; it is at the rate of Rupees 1,400 an Acre, and no higher offer will be sanctioned. It was Major Farewell's duty to have made himself acquainted with the state of adjacent property before altering the direction of the road.

Claim No. 1.—In respect to this claim it appears that, however described in the plan on which Mr. Hunter seeks to base his claim, the strip of land to the north-east of the Coonoor River was not purchased by him under the deed executed by the late owner, who, there is therefore every reason to infer, knew well that the piece of ground in question did not belong to his original estate. The Deed of Sale describes the boundaries of the land transferred to Mr. Hunter, and excludes the piece of ground to which a claim is set up. Mr. Grant, the then Collector, exercised a wise and just judgment in requiring the Survey Department to demarcate Mr. Hunter's property as lying within the river as the north-eastern boundary according to the Deed of Sale. There is no evidence of a promise of compensation for this block of land by the Collector, who pointed out to Mr. Hunter at the time the incorrectness of the plan; nor would he have been justified under the circumstances in giving such a promise.

4. So far as the Board can gather there is no grant for this land. It is a piece of puttah land, a puttah for which, to the extent of Cs. 12-11-276, was issued to Soobba Row in 1860. From Colonel Ouchterlony's note, with the sketch submitted, it appears that the plan was prepared at the request of this private individual, who apparently pointed out any boundaries he chose, and included such blocks as he pleased, and without communication with, or ratification by the Collector. Soobba Row evidently pointed out to the Surveyor land far in excess of that included in his puttah. This was partially rectified in the Deed of Sale by Soobba Row to Mr. Hunter; but the holding is still in excess of the original puttah assignment. The Commissioner should report how he proposes to deal with this excess.

5. The Board consider Mr. Hunter's claim to the piece of land in question and to compensation for it wholly inadmissible.

6. The correspondence will be submitted to Government, with the Board's recommendation that the sum of Rupees 200 under claim 2 be sanctioned, and that the other claims be disallowed.

No. 47. ORDER THEREON, 5th May 1870, No. 642.

Miscellaneous.

THE Right Honourable the Governor in Council concurs in the view taken by the Board of Revenue of Mr. Hunter's claims to compensation, and sanctions a grant of Rupees 200 to that gentleman.

(True Extract.)

(Signed) R. A. DALYELL,
Acting Secretary to Government.

To the Board of Revenue.
„ the Public Works Department.
„ the Accountant-General.

Lxd. F. R. Bantleman.

Govt. of {1870} Madras

REVENUE.

To

THE BOARD OF REVENUE,

&c., &c., &c.

V. No 729/71

Dated May, 5th.

Recd. - *Read.*

G. O., 5th May 1870, *No.* 642.

MAY.
Nos. 46-47.

Roads cut through Mr. Hunter's Estate at Coonoor.—Compensation of Rupees 200 sanctioned to that gentleman in connection with it.

14 To the Boardage Rowe Wheeler Dock Mary
21 in the Public Works Dept S
6 in the Accountant General S