

(1) Number of pages 16
(2) Date of repair 16-2-73
(3) Initials of the Referencer _____

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Revenue DEPARTMENT

G.O. No.
B.P. No.

1613

Press
Mis.

Dated

2.5.1877

197

Not to be folded or roughly handled

1613
2

*Proceedings of the Madras Government, Revenue Department,
2nd May 1877.*

No. 46. Read the following Proceedings of the Board of Revenue, dated 4th April 1877, No. 1,528:—

Read the following letter from A. J. STUART, Esq., Acting Collector of Tinnevely, to H. E. STOKES, Esq., Secretary to the Board of Revenue, dated Shermadevi, 15th March 1877, No. 177.

With reference to the Proceedings of the Board of Revenue, dated 12th February 1877, Revenue Department, I have the honor to forward copy of the Head Assistant Collector's letter, No. 75, dated 12th March 1877, with its six enclosures, the last one being the plan of the house proposed to be purchased for the Head Assistant Collector at Tuticorin, prepared from the Revenue Survey map of the Tuticorin Municipality. It is jointly signed by Mr. Vally, the agent of Messrs. Arbuthnot and Co., and Mr. Davies, the Head Assistant Collector, who have agreed to its accuracy and correctness. I request the Board will be pleased to obtain the orders of Government on the points raised, viz., whether the cost of the house fixtures, Rupees 494-9-4, and of a boundary fence, Rupees 225, total Rupees 719-9-4, may be debited to Government. These fixtures are essential to the house as the fence is to the compound. The valuation of the fixtures, and the estimated cost of Rupees 225 for the fence of telegraph wire, appear to me to be reasonable, and I trust the Government will permit them to be included with the other incidental charges for carrying out the purchase to the amount of the purchase money agreed to be paid for the property and the rent calculated upon the total expenditure incurred there can then be no ultimate loss to Government.

2. With reference to my letter, No. 436, of the 12th July 1876, I beg to be informed what rent the Head Assistant Collector is required to pay to Government.

3. With reference to the Proceedings of the Madras Government, Judicial Department, dated 15th January 1877, No. 117, I wrote to the Government Solicitor on the 21st January, asking him to draw up the necessary deeds of sale in communication with Messrs. Arbuthnot and Co. for the bungalow, &c. As, however, the boundaries have to be entered and stipulation as to the right-of-way and a plan attached I request that the Board will be so good as to transfer the enclosed papers to him when the orders of Government have been received upon them.

ENCLOSURE No. 1.

From J. A. DAVIES, Esq., Acting Head Assistant Collector, to A. J. STUART, Esq., Acting Collector of Tinnevely, dated Tuticorin, 12th March 1877, No. 75.

In reply to your foot-note to Messrs. Arbuthnot and Co.'s letter to you of the 26th January last I have now the honor in forwarding copies of the correspondence between Mr. Vally and myself (my letter, dated 14th February 1877, and his letter in reply, dated 26th February 1877, on the matters referred to.)

1st.—To submit a plan of Messrs. Arbuthnot and Co.'s premises at Tuticorin with the portion of land with the buildings thereon to be conveyed to Government, marked off as therein shown. The plan belonging to Messrs. Arbuthnot and Co. was not forthcoming so I had this one prepared from the Revenue Survey map of this Municipality, enlarged by one half. It is accurate, and is jointly signed by Mr. Vally and me, as we have agreed to its correctness and the boundaries indicated. The boundary line proposed by Messrs. Arbuthnot and Co. on the west would, if taken, have excluded the stables, and as they were included in our valuation and formed part of the domestic offices required for the house I had to suggest the boundary as now marked and adopted. The extent of the plot is $2\frac{1}{2}$ acres, half an acre in excess of that proposed by Messrs. Arbuthnot and Co., but as for the inclusion of the stables this excess could not be easily avoided they have generously conceded the difference. Its boundaries may be described as follows:—

On the east and south by the sea. On the west a line 160 feet long, beginning from the sea on the south, and passing parallel to the western wall of the stables at a distance of 15 feet up to the north-western corner thereof, from which point another line, 500 feet in length, runs to a point 30 feet due north of the western wall of the buildings used as a kitchen and godowns, and the northern boundary is a line drawn due east from the last mentioned point to the sea, a distance of 288 feet.

House to be purchased from Messrs. Arbuthnot and Co. by Head Assistant Collector of Tinnevely. Approving the proposals of the Board of Revenue in connection with the —

MAY
Nos. 46-47.

REVENUE.

THE BOARD OF REVENUE.

Cont. of 1877. 23rd May.

Proceedings of the Madras Government, Revenue Department,
2nd May 1877.

2ndly.—To report that, as regards the right-of-way to the bungalow, Messrs. Arbuthnot and Co. have agreed to allow the existing one, the reasons for retaining which, and not substituting another as wished by Messrs. Arbuthnot and Co. are given at length in my letter to Mr. Vally; the plan shows both the existing and the proposed approach to the bungalow, and the right-of-way stipulated in the title-deeds. It is not I who require any alteration. I simply suggested to Messrs. Arbuthnot and Co. the erection of a wall in front of the cotton screws as an alternative remedy for their own adoption, to obviate the difficulties they have pointed out in their letter to you.

2. Another point for settlement not mentioned in Messrs. Arbuthnot and Co.'s letter to you unexpectedly arose in my negotiations with Mr. Vally, who informed me that the punkahs, half doors, and matting in the bungalow were not included in the purchase for Rupees 15,000, and must therefore be separately paid for. He referred the matter, at my request, to his principals, who, you will observe from the correspondence, hold out on this point and refuse to pass these fixtures with the property sold on the ground that Government has obtained it at so low a price that they do not feel called upon to give in any thing extra. I submit, however, these are necessary appurtenances of an Indian house, and I was taken by surprise in hearing a separate demand made for them. I find, however, they were not estimated in the valuation and so am doubtful whether we can claim them. The matting is of ratan, which by its durable nature may be considered everlasting, and it is specially fitted to every corner, angle, and sweep of the house so it would be a pity to let it go, and so it would be to lose the punkahs and half doors. But I myself, a temporary tenant, liable as a Civil servant is liable to be removed to another station at any moment, and just now involved in a large expenditure in purchasing ordinary furniture I cannot, I regret to say, besides this also afford to pay out of my own pocket for these fixtures, and as such I respectfully submit the Government might fairly be requested to buy them and include their cost with the other incidental and contingent expenses connected with the purchase of the property. Thus a fence will have to be erected to separate the property purchased from the rest of Messrs. Arbuthnot and Co.'s compound, and there will be the legal expenses for its conveyance, registration, &c., to be provided for. I therefore trust the Government will be inclined to allow the amount, trivial to them, of those permanent adjuncts of the house to be included in the bill of preliminary expenses, and so deal liberally with their compulsory tenant, the Head Assistant Collector. In the abstract he will be a permanent tenant, but individually only a temporary one, and I submit it will be hard that each new comer entering the bungalow should be compelled to pay for such of its essential belongings that he cannot remove when he goes away. If the cost of these be added with the other incidental charges to the amount of the purchase money agreed to be paid to Messrs. Arbuthnot and Co., and the rent calculated upon the total expenditure incurred, there can be no ultimate loss to the Government.

3. I therefore beg to submit for sanction—

(1.) An original bill, amounting to Rupees 494-9-4, sent in with Mr. Vally's letter of this date for the fixtures in the house as detailed therein. I have checked the items and find the charges reasonable and proper made on a joint valuation by us both.

(2.) An estimate for Rupees 225 for erecting a fence of telegraph wire, the best and cheapest that can be made on the northern and western boundaries where alone it is required.

4. When the purchase is completed I beg to be informed of the rent I shall have to pay. Meantime I have taken possession of the bungalow from the 17th ultimo as tenant of Messrs. Arbuthnot and Co. on a monthly rental of Rupees 50, that is what they asked in the letter under reference.

(True Copy.)

(Signed) A. J. STUART, Esq.,
Acting Collector.

ENCLOSURE No. 2.

From J. A. DAVIES, Esq., Acting Head Assistant Collector, to E. VALLY, Esq., Agent to Messrs. Arbuthnot and Co., dated Tuticorin, 14th February 1877.

I HEREBY forward you a plan of Messrs. Arbuthnot and Co.'s premises, which I think you will find very accurate. I have marked off in blue pencil the portion of the premises, including the bungalow and domestic offices, which I propose should be conveyed to Government for the Rupees 15,000 purchase money agreed upon. The area is slightly in excess of 5 acres. The Overseer of the Public Works Department who has calculated its contents makes it 5 1/2 acres, and I believe you are satisfied that is not more than 5 1/2 acres; a small excess that I do not think Messrs. Arbuthnot and Co. will object to grant, as the plot is convenient and does not encroach upon the rest of their property, especially as it is almost unavoidable in order to include

Proceedings of the Madras Government, Revenue Department,
2nd May 1877.

the stable which is one of the domestic offices, and as a building included in our valuation had to be put in. If it is necessary, however, to keep within the 5 acres, a slice could be cut off from the northern boundary, but the extent so cut off would, I think, be useless to you. If the line suggested by Messrs. Arbuthnot and Co. were taken, not only would the stable be excluded, but the plot would inconveniently divide the rest of their property, as the north-eastern and south-western portions would be joined only by a narrow neck of land. Please return me the plan when done with, as I have taken no copy, but I can give you one hereafter if required.

2. With reference to the right-of-way, you will observe from the plan that the road proposed by Messrs. Arbuthnot and Co., marked in red pencil, will be a long distance round to the beach road, the one to be invariably used by the inmates of the bungalow. Moreover, that road would have to be made at a cost of Rupees 450. For that sum (estimates enclosed) I find an 8 feet wall with gate, also marked in red pencil, could be raised across the square in front of the screens and thus obviate the necessity of closing the front gate of the premises. This would, I think, remove the difficulty in question. Only a private road would pass the cotton premises thus enclosed, while, as you know, most of other premises in this town adjoin public roads. Again, the existing direct road along the beach under a well-grown avenue is a much more pleasant approach to the bungalow than a detour through the back part of the premises can ever be made. As I have to depend on Messrs. Arbuthnot and Co.'s liberality in the first matter, I should like to meet their wishes in this respect. But under the circumstances, they will see that it is scarcely possible for me on behalf of myself and future occupants of the bungalow to offer to give up a near and pleasant way for a distant and disagreeable one.

3. The only other matter is the doubt you have expressed as to the inclusion in the purchase for Rupees 15,000 of the punkah frames and fringes and the matting in the house. I shall be much obliged by your definitely informing me whether they are or are not to be considered appurtenances thereof. As far as I am aware the practice is to include them as such without special mention in the event of their existing at the time of agreement of sale, and I shall be glad to hear from you that that is the case. The concern is a trivial one as between the actual sellers and buyers, but it is far from being so as regards myself, a temporary tenant liable to be removed to another station at any moment.

4. Till the purchase is completed I am of course quite willing to pay the very reasonable rent of Rupees 50 per month asked by Messrs. Arbuthnot and Co. from the date of my occupying the bungalow, which you have kindly arranged shall be on the 17th instant.

(True Copy.)

(Signed) J. A. DAVIES,
Acting Head Assistant Collector.

ENCLOSURE No. 3.

From E. VALLY, Esq., Agent to Messrs. Arbuthnot and Co., to J. A. DAVIES, Esq., Acting Head Assistant Collector, dated Tuticorin, 26th February 1877.

I beg to enclose copy of Messrs. Arbuthnot and Co.'s letter to me regarding right-of-way to the bungalow, mats and punkahs in same, by which you will see the decision they have arrived to on the subject in question.

2. I shall feel obliged by your kindly letting me know when it will be convenient for you to allow me to send people to look over and value the mats and punkahs as ordered by Messrs. Arbuthnot and Co.

3. I return with many thanks the plan of the property and estimates of road and wall, and shall deem it a favor if you will let me have a copy of the former as kindly promised.

(True Copy.)

(Signed) J. A. DAVIES,
Acting Head Assistant Collector.

ENCLOSURE No. 4.

From Messrs. ARBUTHNOT and CO., to E. VALLY, Esq., Tuticorin, dated Madras, 22nd February 1877.

Yours of 16th instant.

2. We sold the premises with a right-of-way along the present entrance and road. Purchaser has a right to use the said road in its existing condition, but cannot ask for any alterations. If Mr. Davies wishes any alterations made, he must speak to Mr. Adderley, who has bought the rest of the property.

Proceedings of the Madras Government, Revenue Department,
2nd May 1877.

3. We expect payment for the punkahs and mats. They were not included in the sale, and the price at which Government have obtained the property sold is so low that we do not feel called upon to give them anything extra.

4. We return the enclosures of your letter. Do nothing whatever to the entrance or road; get the punkahs and mats valued, and recover the money.

(True Copy.)

(Signed) J. A. DAVIES,
Acting Head Assistant Collector.

ENCLOSURE No. 5.—Estimate.

ENCLOSURE No. 6.

From E. VALLY, Esq., Agent to Messrs. Arbuthnot and Co., to J. A. DAVIES, Esq.,
Acting Head Assistant Collector, dated Tuticorin, 12th March 1877.

AGREABLY with our conversation of the day before yesterday, I beg to enclose my bill against you for Rupees 494-9-4, being value of ratan matting, punkahs, and half doors in Messrs. Arbuthnot and Co.'s Bungalow purchased by Government.

2. I trust you will find the value I have put on the above-named articles reasonable, and shall be glad to receive payment as early as possible.

ENCLOSURE No. 7.—Bill.

ENCLOSURE No. 8.—Plan.

SUBMITTED to Government with reference to G.Os., dated 15th January 1877, No. 117, Judicial Department, and 18th January 1877, No. 249, Revenue Department.

2. Messrs. Arbuthnot have conceded a right-of-way by the existing road, but claim the value of fixtures, viz., punkahs, half doors, and matting, the valuation being Rupees 494-9-4. The Collector recommends that this sum, as well as the cost of erecting a fence of telegraph wire, Rupees 225, be paid by Government and added to the purchase money for the purpose of calculating the rent to be paid by the Head Assistant Collector. The Board support this recommendation. The rent will be fixed at $4\frac{1}{2}$ per cent. on Rupees 15,720, say Rupees 59 per mensem plus a fair allowance for the average cost of repair to be fixed by the District Engineer under the Resolution of the Government of India recorded in G.O., dated 7th April 1876, No. 907. The Head Assistant is now in occupation as a tenant of Messrs. Arbuthnot and Co. at a monthly rental of Rupees 50.

3. The enclosures will as requested be forwarded to the Government Solicitor on receipt of the orders of Government.

(True Copies and Extract.)

(Signed) C. A. GALTON,
Sub-Secretary.

No. 47. ORDER THEREON, 2nd May 1877, No. 1,613.

Miscellaneous.

THE Board's proposals are approved.

(True Extract.)

(Signed) D. F. CARMICHAEL,

Offg. Chief Secretary.

To the Board of Revenue.
.. the Accountant-General.
.. the Judicial Department.

Exd. F. R. Bantleman.

REVENUE DEPARTMENT.

No. 2188.

From

Board of Revenue.

Dated 4th April 1877.

FOR ORDERS.

I was advised that at 7^{1/2}
per cent. the only thing
left to Smith addi-
tional charges

22/16

It is a fixed rule
expanding into the changed
I think. I will abide by this
I buy these fixtures. Mr.
Davies ought to buy them at
his own expense. But the

is like thing for 800
is not on. L.F.

I think the value
of cotton mules &
junks & should

be accounted from the
to the point - where
the cost to be calculated

on value of the
L.S. (L.S. 2000) &

without bringing them
to the point into account
on having to maintain

them - B.C. 26/4

1213/6

No. 1,528.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 4th April 1877.
Read the following letter from A. J. STUART, Esq., Acting Collector of Tinnevely, to H. E. STOKES, Esq., Secretary to the Board of Revenue, dated Shermadevi, 15th March 1877, No. 177:—

With reference to the Proceedings of the Board of Revenue, dated 12th February 1877, Revenue Department, I have the honor to forward copy of the Head Assistant Collector's letter, No. 75, dated 12th March 1877, with its six enclosures, the last one being the plan of the house proposed to be purchased for the Head Assistant Collector at Tuticorin, prepared from the Revenue Survey map of the Tuticorin Municipality. It is jointly signed by Mr. Vally, the agent of Messrs. Arbuthnot and Co., and Mr. Davies, the Head Assistant Collector, who have agreed to its accuracy and correctness. I request the Board will be pleased to obtain the orders of Government on the points raised, viz., whether the cost of the house fixtures, Rupees 494-9-4, and of a boundary fence, Rupees 225, total Rupees 719-9-4, may be debited to Government. These fixtures are essential to the house as the fence is to the compound. The valuation of the fixtures, and the estimated cost of Rupees 225 for the fence of telegraph wire, appear to me to be reasonable, and I trust the Government will permit them to be included with the other incidental charges for carrying out the purchase to the amount of the purchase money agreed to be paid for the property and the rent calculated upon the total expenditure incurred there can then be no ultimate loss to Government.

2. With reference to my letter, No. 436, of the 12th July 1876, I beg to be informed what rent the Head Assistant Collector is required to pay to Government.

3. With reference to the Proceedings of the Madras Government, Judicial Department, dated 15th January 1877, No. 117, I wrote to the Government Solicitor on the 21st January, asking him to draw up the necessary deeds of sale in communion with Messrs. Arbuthnot and Co. for the bungalow, &c. As, however, the boundaries have to be entered and stipulation as to the right-of-way and a plan attached I request that the Board will be so good as to transfer the enclosed papers to him when the orders of Government have been received upon them.

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1st.—To submit a plan of Messrs. Arbuthnot and Co.'s premises at Tuticorin with the portion of land with the buildings thereon to be conveyed to Government, marked off as therein shown. The plan belonging to Messrs. Arbuthnot and Co. was not forthcoming so I had this one prepared from the Revenue Survey map of this Municipality, enlarged by one half. It is accurate, and is jointly signed by Mr. Vally and me, as we have agreed to its correctness and the boundaries indicated. The boundary line proposed by Messrs. Arbuthnot and Co. on the west would, if taken, have excluded the stables, and as they were included in our valuation and formed part of the domestic offices required by us I had to suggest the boundary as now marked

102185-12
House to be purchased
from Messrs Arbuthnot
FOR ORDERS.
No. for the Head
Assistant Collector of
Tinnevely—

In Council
Order No. 1613
The B's proposal
are approved
2-5-77
11/5/77
With the B's proposal
60. Head Assistant
5. Judicial Dept.

Sent to the B's and the B's 25/4/77. A. J. S.
C. 1/4/77 R. 24/4/77

and adopted. The extent of the plot is $5\frac{1}{2}$ acres, half an acre in excess of that proposed by Messrs. Arbuthnot and Co., but as for the inclusion of the stables this excess could not be easily avoided they have generously conceded the difference. Its boundaries may be described as follows:—

On the east and south by the sea. On the west a line 160 feet long, beginning from the sea on the south, and passing parallel to the western wall of the stables at a distance of 15 feet up to the north-western corner thereof, from which point another line, 500 feet in length, runs to a point 30 feet due north of the western wall of the buildings used as a kitchen and godowns, and the northern boundary is a line drawn due east from the last mentioned point to the sea, a distance of 288 feet.

2ndly.—To report that, as regards the right-of-way to the bungalow. Messrs. Arbuthnot and Co. have agreed to allow the existing one, the reasons for retaining which, and not substituting another as wished by Messrs. Arbuthnot and Co. are given at length in my letter to Mr. Vally; the plan shows both the existing and the proposed approach to the bungalow, and the right-of-way by the former in front of the Cotton Screw buildings and along the beach should be distinctly stipulated in the title-deeds. It is not I who require any alteration. I simply suggested to Messrs. Arbuthnot and Co. the erection of a wall in front of the cotton screws as an alternative remedy for their own adoption, to obviate the difficulties they have pointed out in their letter to you.

2. Another point for settlement not mentioned in Messrs. Arbuthnot and Co.'s letter to you unexpectedly arose in my negotiations with Mr. Vally, who informed me that the punkahs, half doors, and matting in the bungalow were not included in the purchase for Rupees 15,000, and must therefore be separately paid for. He referred the matter, at my request, to his principals, who, you will observe from the correspondence, hold out on this point and refuse to pass these fixtures with the property sold on the ground that Government has obtained it at so low a price that they do not feel called upon to give in any thing extra. I submit, however, these are necessary appurtenances of an Indian house, and I was taken by surprise in hearing a separate demand made for them. I find, however, they were not estimated in the valuation and so am doubtful whether we can claim them. The matting is of ratan, which by its durable nature may be considered everlasting, and it is specially fitted to every corner, angle, and sweep of the house so it would be a pity to let it go, and so it would be to lose the punkahs and half doors. But I myself, a temporary tenant, liable as a Civil servant is liable to be removed to another station at any moment, and just now involved in a large expenditure in purchasing ordinary furniture I cannot, I regret to say, besides this also afford to pay out of my own pocket for these fixtures, and as such I respectfully submit the Government might fairly be requested to buy them and include their cost with the other incidental and contingent expenses connected with the purchase of the property. Thus a fence will have to be erected to separate the property purchased from the rest of Messrs. Arbuthnot and Co.'s compound, and there will be the legal expenses for its conveyance, registration, &c., to be provided for. I therefore trust the Government will be inclined to allow the amount, trivial to them, of those permanent adjuncts of the house to be included in the bill of preliminary expenses, and so deal liberally with their compulsory tenant, the Head Assistant Collector. In the abstract he will be a permanent tenant, but individually only a temporary one, and I submit it will be hard that each new comer entering the bungalow should be compelled to pay for such of its essential belongings that he cannot remove when he goes away. If the cost of these be added with the other incidental charges to the amount of the purchase money agreed to be paid to Messrs. Arbuthnot and Co., and the rent calculated upon the total expenditure incurred, there can be no ultimate loss to the Government.

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(1.) An original bill, amounting to Rupees 494-9-4, sent in with Mr. Vally's letter of this date for the fixtures in the house as detailed therein. I have checked the items and find the charges reasonable and proper made on a joint valuation by us both.

(2.) An estimate for Rupees 225 for erecting a fence of telegraph wire, the best and cheapest that can be made on the northern and western boundaries where alone it is required.

4. When the purchase is completed I beg to be informed of the rent I shall have to pay. Meantime I have taken possession of the bungalow from the 17th ultimo as tenant of Messrs. Arbuthnot and Co. on a monthly rental of Rupees 50, that is what they asked in the letter under reference.

(True Copy.)

(Signed) A. J. STUART,
Acting Collector.

ENCLOSURE No. 2.

From J. A. DAVIES, Esq., Acting Head Assistant Collector, to E. VALLY, Esq., Agent to Messrs. Arbuthnot and Co., dated Tuticorin, 14th February 1877.

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2. With reference to the right of way, you will observe from the plan that the road proposed by Messrs. Arbuthnot and Co., marked in red pencil, will be a long distance round to the beach road, the one to be invariably used by the inmates of the bungalow. Moreover, that road would have to be made at a cost of Rupees 450. For that sum (estimated enclosed) I find an 8 feet wall with gate, also marked in red pencil, could be raised across the square in front of the screens and thus obviate the necessity of closing the front gate of the premises. This would, I think, remove the difficulty in question. Only a private road would pass the cotton premises thus enclosed, while, as you know, most of other premises in this town adjoin public roads. Again, the existing direct road along the beach under a well-grown avenue is a much more pleasant approach to the bungalow than a detour through the back part of the premises can ever be made. As I have to depend on Messrs. Arbuthnot and Co.'s liberality in the first matter, I should like to meet their wishes in this respect. But under the circumstances, they will see that it is scarcely possible for me on behalf of myself and future occupants of the bungalow to offer to give up a near and pleasant way for a distant and disagreeable one.

3. The only other matter is the doubt you have expressed as to the inclusion in the purchase for Rupees 15,000 of the punkah frames and fringes and the matting in the house. I shall be much obliged by your definitely informing me whether they are or are not to be considered appurtenances thereof. As far as I am aware the practice is to include them as such without special mention in the event of their existing at the time of agreement of sale, and I shall be glad to hear from you that that is the case. The concern is a trivial one as between the actual sellers and buyers, but it is far from being so as regards myself, a temporary tenant liable to be removed to another station at any moment.

4. Till the purchase is completed I am of course quite willing to pay the very reasonable rent of Rupees 50 per month asked by Messrs. Arbuthnot and Co. from the date of my occupying the bungalow, which you have kindly arranged shall be on the 17th instant.

(True Copy.)

(Signed) J. A. DAVIES,
Acting Head Assistant Collector.

ENCLOSURE No. 3.

From E. VALLY, Esq., Agent to Messrs. Arbuthnot and Co., to J. A. DAVIES, Esq., Acting Head Assistant Collector, dated Tuticorin, 26th February 1877.

I beg to enclose copy of Messrs. Arbuthnot and Co.'s letter to me regarding right of way to the bungalow, mats and punkahs in same, by which you will see the decision they have arrived to on the subject in question.

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(True Copy.)

(Signed) J. A. DAVIES,
Acting Head Assistant Collector.

ENCLOSURE No. 4.

From Messrs. ARBUTHNOT and CO., to E. VALLY, Esq., Tuticorin, dated Madras, 22nd February 1877.

Yours of 16th instant.

2. We sold the premises with a right of way along the present entrance and road. Purchaser has a right to use the said road in its existing condition, but cannot ask for any alterations. If Mr. Davies wishes any alterations made, he must speak to Mr. Adderley, who has bought the rest of the property.

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4. We return the enclosures of your letter. Do nothing whatever to the entrance of road; get the punkahs and mats valued, and recover the money.

(True Copy.)

(Signed) J. A. DAVIES,
Acting Head Assistant Collector.

ENCLOSURE No. 5.—Estimate.

ENCLOSURE No. 6.

From E. VALLY, Esq., Agent to Messrs. Arbuthnot and Co., to J. A. DAVIES, Esq., Acting Head Assistant Collector, dated Tuticorin, 12th March 1877.

AGREEABLY with our conversation of the day before yesterday, I beg to enclose my bill against you for Rupees 494-9-4, being value of rattan matting, punkahs, and half doors in Messrs. Arbuthnot and Co.'s Bungalow purchased by Government.

2. I trust you will find the value I have put on the above-named articles reasonable, and shall be glad to receive payment as early as possible.

ENCLOSURE No. 7.—Bill.

ENCLOSURE No. 8.—Plan.

SUBMITTED to Government in reference to G.O.s., dated 15th January 1877, No. 117, Judicial Department, and 16th January 1877, No. 249, Revenue Department.

2. Messrs. Arbuthnot have conceded a right of way by the existing road, but claim the value of fixtures, viz., punkahs, half doors, and matting, the valuation being Rupees 494-9-4. The Collector recommends that this sum, as well as the cost of erecting a fence of telegraph wire, Rupees 225, be paid by Government and added to the purchase money for the purpose of calculating the rent to be paid by the Head Assistant Collector. The Board support this recommendation. The rent will be fixed at $4\frac{1}{2}$ per cent. on Rupees 720, say Rupees 59 per mensem plus a fair allowance for the average cost of repair to be fixed by the District Engineer under the Resolution of the Government of India recorded in G.O., dated 7th April 1876, No. 907. The Head Assistant is now in occupation as a tenant of Messrs. Arbuthnot and Co. at a monthly rental of Rupees 50.

3. The enclosures will as requested be forwarded to the Government Solicitor on receipt of the orders of Government.

(True Copies and Extract.)

Sub-Secretary.

To the Secretary to Government, Revenue Department,
with three enclosures to be returned.
to the Acting Collector of Tinnevely.

Ed. J. Tulloch and W. J. Lewis.

Revenue Department
1877/88

1877.
BOARD OF REVENUE,
MADRAS.

PROCEEDINGS, 4TH APRIL 1877, No. 1,528.

Copy 1804.2177

Encl. 3 Recd

Received 19 April 77

Rs 2-5-77 A.1613

APRIL.
No. 1,528.

House—proposed to be purchased from Messrs. Arbutnot and Co. for Head Assistant Collector of Thimavelli District.—Submitting to Government plan of —, and supporting Collector's recommendation that value of fixtures and cost of erecting a fence of telegraph wire be paid by Government and added to purchase money.

For Duty

25-4-77

And to the Treasury, 25th April 1877
Collector, 25th April 77