

Local & Munl. (1897) Department.

MISCELLANEOUS.

G.O., No. 2234 M.

DATED 13-10-97-

INDEXED. *CR*

DESPATCHED

[Despatch Abstract.]

Emeraachments

Considering that the rate of one pie per sq. foot proposed by the Maganwar Council to be charged on Emeraachments within the town is unduly low & would not repay the trouble & expense of collection that a rate of 4 annas per sq. yard is more appropriate & should be adopted.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Again G.O., No. dated 1897.

Again G.O., No. 1507. m dated 3rd July 1897.

Current No. 2567. m of 1897, dated 12th July 1897, from the Chairman, m.c. Conjeevaram. m.c.
 " " 2710. m, 1897, " 26th July 1897, " the Chairman, m.c. an
 " " " 1897, " " " " " Mayavaram. m.c.

Mis ORDER. No 2234 N. mis. d. 13.10.97.

The Government considers that the rate of one pie per square foot, proposed by the municipal council, is ~~very~~ ^{unduly} low and would not repay the trouble and expenses of Collection. A rate of four annas per square yard, as is charged in Conjeevaram, is more appropriate and should therefore be adopted. There is no objection to the form of agreement to be executed by the persons to be charged in cases where encroachments are rented.

V.R.
11/10/97

81A
18/10/97

Empld 19/10/97
 Chairman - m.c. Mayavaram
 through the Collector of Tanjore.

...ent the rent of

Rent the charge on encroachments in Mayavaram

LOCAL AND MUNICIPAL DEPARTMENT.

Again G.O., dated 3rd July 1897, No. 1509. M.

Current No. 2567. M. of 1897, dated 12th July 1897 from the Chairman. M. C. Conjeevaram

Current No. 2710. M. of 1897, dated 26th July 1897 from the Chairman. M. C. Mayavaram

SUBJECT.

FOR ORDERS.

Please see the notes
in G. O. No. 1509. M. dated 3rd July 1897.

2. With the first letter read above, the Chairman, Municipal Council, Conjeevaram forwards a copy of the agreement which is executed when rent is charged on encroachments in that town and the second letter contains the form of the agreement proposed by the municipal council of Mayavaram. Orders are solicited as to the rate of rent which should be charged, and the form of agreement which should be adopted.

P. R.
16/7/97

The Mayavaram deed seems sufficient: but the rent of one pie per sq foot is too low.

and say that as in Conjeeveram
4 as a 29. yard is ~~to be charged~~
more appropriate: the former
will not repay the trouble & expense
of mention. Draft
S/P

Local & Munl. (1897) Department.

CURRENT No. 2567/4

To be our pending receipt of the
mayavaram chairman's reply to
para. 2 of G.O. No. 1509 dated 3rd July 1897.

V.R.
21/7/97

Handwritten signature

From The chairman
Municipal Council
Conjeeveram.

Order

Curr. No. 801 of 97.
m

Dated 12th July 1897.

Received 15 JUL. 1897.

Registered 15-7-1897

Enclosures I.

Spare copies

SUBJECT.

Submitting a draft
of agreement which is
executed when rent is
charged on sueroachments
in this town.

21/7 1897

BACK PAPERS.

G.O.	No.	Department.	Date.
Go	1509	h	2-7-97
"	1603	h	19-4-96
"	863	h	21-5-96
	714	h	20-9-97

FURTHER PAPERS.

G.O.	No.	Department.	Date.

Draft

Rental agreement executed on the day of November 1896 in favour of the Chairman of the Congeerasam Muni- cipal Council by Annamammal, alias, Thayarammal widow of Muni- sawmy Nayudu residing in Door No. 195A situated in Bazaar Street, Hudson's Pettai, 2^d Division of the Congeerasam town attached to the Sub-District of Congeerasam, Chingleput District.

Occupation — Husband's earnings
Caste — Vannia

Three local residents of my caste own rights and interest in the Vannecoverar Kovil situated at the borders of the Bazaar Street of the Hudson's Pettai, 2^d Division of the Congeerasam town. These persons have appointed my husband Muni-sawmy Naide, since deceased, and myself after his life-time to look after the management of the temple and to collect revenues which may be derived from the lands and shops attached thereto. Further in return for the due performance of the

the said functions to the temple,
they have allowed us to enjoy the
rights of honors due. During the
time when my husband was
discharging the duties above spe-
cified, he constructed two shops
for the support of the temple. The
Municipal Councillors took objection
to this construction on the grounds
of its being an encroachment on
the lands belonging to Government
and vested in the Municipal
Council under Act IV of 1884 and
prosecuted my husband, got him
fined and also issued orders to
demolish the said buildings. In
pursuance of this order he pulled down
a portion of the building and filed
a suit in the Civil Court but to no
effect and the case was dismissed.
Soon after this occurrence, my husband
also died at this stage. Subsequently
my caste people requested me to
undertake to do the duties of my
husband and exercise all the
powers which he had in connection

with the temple. In support of this,
they have also given a statement and
filed in your office.

Excluding the portion of encroachment already demolished, there remains an extent of 14 Sq. Yards of the lands belonging to Government, vested in the Municipal Council, still to be removed. This part-encroachment in question having been considered by the Municipal Council unobjectionably, I agreed upon to pay rent therefor and also requested you to recommend to Government for the necessary sanction. Thereupon, the Government having in their order no. 1603 dated 19th September 1896 accorded sanction to the desired effect, I do hereby bind myself to pay the Municipality without fail within the 30th November 1896 and every year by the 30th September the annual rent of Rs 5.4⁰ due on the existing encroached portion measuring 14 Sq. Yards as per particulars given below, which I have taken possession of from the Municipal

Municipal Councillors for the purposes
of temple.

Failing to pay the rent, I
bind myself to the provisions of act
III of 1884 directing to proceed
against me and the temple property
for the realization of the Amount
with interest calculated at 1 per cent
per mensem and I also agree to
the legal steps being taken for the
recovery of the Amount through a
Court of Justice. In case the land
has rented out to me may eventually
be required by the Government or
the Municipal Council, I will remove
the building with its materials else-
where within one month's notice
reversing the Estimated Amount thereof
and make over the land. If I fail
to do so, you may yourself demolish
the building remove its materials
elsewhere and enter upon the premises.
I shall defray expenses of the removal
and then take the materials. Failing
this the expenses may be made good
on selling the materials & the balance
if any paid to me on application.

If the expenses incurred in the re-
moval are greater than the Amount
realized by the Sale of the materials
the balance may be recovered from me
as if it were a Municipal Tax. I do
not commit on the land rented out
any acts which may be repugnant
to the Spirit of the Sanitary Rules.
I shall have no legal property in, or
legal possession of, any portion of the
land has rented. I acknowledge
that I have been allowed to rent the
land as a mere privilege granted to me
and that it does not confer any right
on which any cause of action can
arise against Government or the Munici-
pality. This is the document executed
by me of my own accord for the
rental due on the Municipal Land.

Description of Land.

The Encroached portion of Slope situated in
2nd Division (Conjeevaram) and bounded
on the North by Munnawary Naidu's house
and running along the North side of
No. 195 ¹⁹⁵ on the South by Andairpet Road,
on the East by Pilliar coila and on the West
by Arani Varadappa Naidu's house No. 198.

W. S. S. S.
Chandrasekhar

Order: 801 of 97.
M

Municipal Office,
Conjeveram 12th July 1897

LOCAL & MUNICIPAL DEPT.
2567/M

From

Mr R. V. Venkataswamy Naidu, Esq.,
Chairman,
Municipal Council,
Conjeveram

To

G. S. Forbes Esq.,
Secretary to Government,
Municipal & Local Fund Department,
Madras.

Sir,

With reference to G.O. No. 1509/M.
Dated 3rd July 97, directing me to
submit a copy of agreement which
is executed when rent is charged on
encroachments in this town, I beg
to forward herewith a draft of agree-
ment intended to be executed by me
Annamayy Naidu alias Thayammal of
Hudson's Pet Bazaar Street of this town.

I beg to remain

Sir

Your most obedient servant
M. R. Naidu
Chairman.

WR

2567/M/1897

Local & Munl. (1897) Department. ^{A/S}

CURRENT No. 27/10 M

Order

From
The Chairman,
Municipal Council
Mayanagar
No. 741

Dated 26. July '97

Received 27 JUL 1897

Registered 27-7-1897

Enclosures /

Spare copies

SUBJECT.

Forwarding a form
of the document prepared
to be taken from persons
Chay & when each
name is entered.

Translator
Please furnish a
true translation
of the Kannada document
in this file.

KP
10/8/97

nti
to

BACK PAPERS.

G.O.	No.	Department.	Date.
En.	2567	by 97	
	to 1509	unl	3777

FURTHER PAPERS.

G.O.	No.	Department.	Date.

Enclosure No. 1 to Eno. 2710 M.

189 - - - - -

Deos of rent (of a public land) executed in favour of the Municipal Council of Mayavaram Town by - - - - - residing in - - - - - street of the said town.

As I have paid for the current year Rs. - (license fees Rs. ... + annual rent annas ...) for the land measuring - - - - - by - - - - - in - - - - - Mayavaram Sub District, Tanjore Dist. I agree to pay a rent of annas - - - - per annum in future so long as the said land remains in my possession. Whenever the Council may require the land I bind myself to remove at my own expense any building that I might have constructed on it, and to vacate the land within such period the Council may signify. If I fail to act according to the above stipulations the Council may without giving me any notice remove the above building in view to obtain possession of the land and meet the cost of such removal by disposing of the materials composing the building. The balance, if any remains after meeting the expenses of removal should be returned to me. If the proceeds of the sale of the above materials are insufficient to

to meet the cost of removal myself
and my property shall be liable to
make good the deficit.

Boundaries of the above lands.

West - - - - -
South - - - - -
North - - - - -
East - - - - -

C.O.
11-8-97.

N^o 741
26. 7. 97.

From

M. L. S. J. A. Alaga Pillai Angab
Chairman, Municipal Council
Mayavaram

To

The Secretary to Government,
Fort Saint George,
Local & Municipal Dept.

Sir,

With reference to G.O. No 1509 in this
dated 3rd July 1897, I have the honor
to forward herewith a Specimen form
of the document (in Tamil) executed
by the persons charged in cases
where encroachments are rented. In
this, the executor of the document binds
himself to vacate the spot whenever
the Council requires him to do so and
at his own cost. The same form
is proposed to be continued for
future encroachments also.

I have the honor to be
Sir,

Yours most obedient servant

J. A. Alaga Pillai

Chairman

(Handwritten Malayalam text)

வந்தனரே ஐயா
 யுமனவர்க்குமிது தெரிவனரே
 யுமனவர்க்குமிது தெரிவனரே
 வந்தனரே ஐயா

(a) $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 (b) $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 (c) $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 (d) $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

made by
76. de la Haye
Stairman

When for copying
 When copied *h*
 When examined
 When signed *18/10* } 189.

READ AGAIN G.O., No. 189 DATED

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
 IN ORIGINAL.

N.B.—
 A = Copy in full.
 B = Not to be copied.
 P = Copy abstract only.
 Q = Copy heading only.

1/27/10. Nov 18/11