M.R.O. 14–5,450—22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 872 Press ~~Mis.~~

56-55.
Dated 2-4- 1868.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department,
2nd April 1868.

No. 54. Read the following Proceedings of the Board of Revenue, dated 23rd March 1868, No. 2,068.

Read the following letters:—

From the Collector of Malabar, to the Secretary to the Board of Revenue, dated on Circuit at Cochin, 13th December 1867, No. 278A.

1. I have the honor to report that after much delay caused by certain jealousies in the family, and a variety of external influences, the Lease Deed of the Annamallay forest tracts, formerly leased by the Kolangode Nambidi to the British Government, has at length been duly executed. It is so manifestly to the true interests of the family, as well as to those of Government, that this tract should be under proper conservancy, that I am very glad the difficulties to a settlement have been at last overcome.

2. I enclose a copy of the Deed, which has been duly registered.

3. It was absolutely necessary to allow permission for the contracts said to have been entered into with the private parties mentioned at the end of the Lease Deed to be carried out. They are to be carried out, it will be perceived, under the supervision of the Forest Department.

4. Having had much demi-official correspondence on the subject, and knowing that the advance of Rupees 30,000 was approved by Government; knowing also that it was most undesirable to leave any opening for retraction, I have paid the advance to the lessor in anticipation of formal sanction, which I beg may now be accorded for the adjustment of the accounts.

ENCLOSURE No. 1.—Copy of Deed.

From the same Officer, dated 17th February 1868, No. 31.

In continuation of my letter, dated 13th December 1867, No. 278A, I have the honor to request that sanction may be accorded for payment of the usual fee of Rupees 25 and Annas 8 to the Sub-Registrar of Kolangode, for the registration of the Lease Deed executed by the Kolangode Nambidi to the British Government.

Submitted to Government, with reference to their Order under date 10th June 1867, No. 1,306, with the Board's request that the necessary sanction may be accorded to the expenditure reported by the Collector for advance and registration.

No. 55. ORDER THEREON, 2nd April 1868, No. 872.

Forests, No. 5.

1. The expenditure of Rupees 30,025-8-0 made by the Collector of Malabar, in connection with the renewal of the lease of the Annamallay forest tracts from the Kolangode Nambidi, is approved and sanctioned.

2. The Government presume that provision was made for it in the Forest Budget.

(True Extract.)
(Signed) W. HUDLESTON,
Secretary to Government.

To the Board of Revenue.
„ the Accountant General.
„ the Conservator of Forests.
„ the Collector of Coimbatore.

Exd. T. O'Connor.

...Government & its repre-
sentatives to whom the said tracts are hereby
leased

(Copy)-

The Kolangode Vangavatil Head Nambidi being desirous of leasing the Forest tracts hereunder mentioned in this deed to the British Government and the British Government being desirous of undertaking the management and enjoying the usufruct of the same it is hereby agreed between the British Government and the Kolangode Vangavatil Nambidi as follows. Viz.

I. From and after the 1st January 1867 corresponding to 19th Dhanu 1042 and for the term of 99 years the next ensuing the sole control, management and enjoyment of the forest tracts hereunder specified that is to say.

The tracts bounded on the East by the boundary line specified in the Grand Havurry from Koocheimalai to Vengoly Peak, on the South by the Ranges of the Vengoly Peak, Tottyvara, Pillaeni Pulyalmuddy Tellicullam, on the west by the Changa Conooy Poonalandan paura and the river which rising at Tekady flows in a continuous South west direction, joining the river Tellicullam and running down to the Pullyam kutty and on North by the Nagra Pullah and the South water shed of the Koocheimalai shall vest in the British Government & its representatives to whom the said tracts are hereby

leased

leased and conveyed for the said period.

II. During the currency of this lease.

1. The British Government shall be at liberty to place the leased tracts or any portion of them under such officer and officers and lay down such rules for conservancy and management as to it shall seem fit.

Provided always that acknowledged customary rights of hill tribes to cut jungle wood for their own proper use and not for sale shall not be interfered with.

Provided also that the usual Jenm rights over Ivory, Honey, Cardamums and such like Hill produce, shall remain as heretofore with the Jenmi.

2. Timber shall only be felled under the orders or by the permission of the Government Conservancy Department. No other contractor or other shall fell timber except with such permission and on the sites and conditions fixed by the said Department.

3. On every natural Trees of the sorts hereunder specified cut for sale, Government shall pay the Jenmi stump fee at the rates hereunder noted.

1. Teak	Rs — a — p	5. Ayani	Rs a p	
2. Blackwood	6 — —	6. Agil	— 3 — —	
3. Vengi	3-8 —	7. Venl		
4. Karamaruda	3-8 —	8. Benteak	2-8 —	
		9. Pullamaruda	2-8 —	

4. On Trees planted out by Government of any

of the above said classes cut for sale half of the rates above specified in clause 3 shall be chargeable.

5. No stump fee or other due whatsoever shall be charged on trees planted out by Government, cut as saplings, or any trees whatsoever felled for thinning, clearing roads, bredging, hutting, or other conservancy purposes.

or on any other description of tree than those here above specified as liable to payment of fee or due. Note. Saplings shall be taken to include all young trees less than 30 inches in circumference at 6 feet from the ground.

6. The British Government shall at its own expense maintain such Conservancy Establishment as to it shall seem fit and defray all expenses connected with the Forest management without any claim for share of such expenses from the Jenmi and the Jenmi shall have no claim to other fee or due in connection with the forests than is specifically mentioned in this agreement.

The stumps of all trees liable to stump fee under this lease shall be stamped with a proper mark as the trees are felled and as soon as the accounts of each year are made up an authenticated statement shall be given to the Lessor by the Forest Department showing the number of trees felled and the amount due to Lessor for the year in question under this lease and the

said

said amount shall be paid to the Lessor or carried to his credit as herein after provided in accordance with the conditions of this lease.

3. But in consideration of these presents the British Government agree to pay the jenmi on ratification of this agreement, & in advance on account of stamp fee hereafter becoming payable by the said Government to the jenmi in accordance herewith, the sum of Rupees 30,000 Thirty Thousand.

Provided always that the said advance shall not bear interest.

Provided also that until the said advance be fully liquidated & satisfied no stamp fee becoming due in accordance with this agreement shall be paid in Money to the jenmi, but all such stamp fees shall be carried to the jenmis credit in account with Government until the advance be liquidated and after such liquidation only shall Cash payment be made to the jenmi in due course.

7 — It is further provided that the British Government permit fulfilment of the under-mentioned contracts, said to have been entered into by the said Nambidi, subject to the supervision of the Forest Department.

1. Nurrani Sheshan Pattar to be allowed permission to remove 225 3/8 bandy loads of blackwood within (6) six months of this date.

2. Ramasawmy Naiken to be allowed permission to remove 156 ½ bandy loads of teak wood within one year of this date.

3. Ramasawmi Mudaliar to be allowed permission to remove 200 bandy loads of blackwood within one year of this date.

4 Poopari Narayanan to be allowed to remove 66 bandy loads Blackwoods within 6 six months of this date

5. Ramachandra Mudaliar to be allowed permission to remove 400 bandy loads of jungle wood within one year of this date.

Provided also that the jungle wood agreed to be cut from these forests by Vara Rauthan in accordance with a contract said to have been entered into by him with the jenmi on the 20th Virchigom 1041 & which is now said to be in the possession of one Poopari Narayanan shall be supplied by the said jenmi from forests other than those hereby leased to the British Government. Signed this 12th of October 1867 & delivered in the presence of the undermentioned witnesses.

(signed) Vanganatil Valia Nambidi

Witnesses

1. Sheshan Pattar son of Vengida Krishna Pattar of Vadakumtara Amshom Palghat Taluk. (Signed)

2. Ramasawmy mudaliyan son of Subraya Mudaliyan

Subaraya Mudaliyar at Chiadur Gramom Pollachy Taluk in Combatore Zillah. (Signed).

3. Unik at Chemminkare Karumagasa nayar at Pallashana Amshom in Palghat Taluk. (Signed).

4. Pushari Narayanan son of Anamangala Gramom Alakangashangire in Pollachy Taluk in Combatore Zillah

5. Hariharan Patta adigari of Kiyake Tara Amshom in Palghat Taluk

6. Pichu Patta. Accountant or Menon of Mudalamada Amshom in Palghat Taluk.

Signed by the Vakia Nambedi this 12th day of October 1867 before us.

(Signed) Paraniah
Ag. Sheristedar of the Collector's Office of Malabar.

(Signed). K. Krishna Menon
Tahsildar of Palghaut.

(True Copy)

Collector.

Encl. 1.

87.

The Expenditure of Rs. 30,025. 8. ... under the head of Establishment in connection with the Survey of the Lands of the Animalai Forests from the Kolangode Tahsildari is approved & sanctioned. The Govt. presume that provision has been made for it in the Forest Budget.

11 Clerks Supdg. Surveyors with an Asst. Supdg.
6 Copyists
1 Asst. Conservator
1 Conservator

2nd. Sept. 68.

Peru - 1868. Department.

Pro: of Govt. for April

No. 1019.

OCEEDINGS OF THE BOARD OF REVENUE,

d 23rd March 1868.

No. 2,068.

ting that necessary sanction may be ac-
the expenditure for advance and regis-
the Lease Deed of the Annamally
, executed by Kolangode Nimbidi of
trict, to the British Government.

Pro 10 June 68 No.

12/8/68

14-1-85

22/10/1868

No 52456

Office of

(signed). H

Taki

(True copy

Sama

Collecto