P.W.C. No. 7016

should include a prom
that the land shall no
built upon. The Colle
requested to take s
to obtain the requisite
document, and to p
the land in the charge
the Executive Engineer

6. In the event of su
agreement being held
at any time to be not b
upon the then owners, i
will be open to the Government
to acquire the land under
the Act.

6.9.86

Cn

15/9

O.W.S. 4/9. Cir 6/9.

~~The Hon. H. E. Sullivan C.S.I.~~

7025
6261
6552

7 SEP 86

B. No. 2330 W of 14-9-86.

To
The Supdg. Engr. IV Circle
" " Revenue Depts
" Military Depts

14/9/86

19/9.

P.W.C. No. 1016

Draft Notification

Acquisition of lands.

Under the provisions of Section 6 of Act X of 1870, His Excellency the Governor in Council of ~~Fort Saint~~ George hereby declares that the land described in the Schedule hereunto annexed, situated in the Village of Ootacamund, Nilgiri District, is needed for a public purpose

2. The plan of the land can be inspected at Office of the Collector of Nilgiris, Ootacamund.—

District	Village	No. and Name of Pattadar		Settlement Number	area in acres		Assessment			Name and boundaries	Rema
					Acres	Cents	Rs	A	P		
Nilgiris	Ootacamund	1055	Messrs Framjee & Co	Part of C/324	about 0	25	0	7	2	Name – Part of C. 324 North Bartholomew's Road South C/324 Part of Parsee Burial Ground East Bombay Castle (Govt.) West C/324 Parsee Burial Ground	

W. R. Hunns
Collector.

In B.P. 1689 / 27-7-86 1.

Encls 4

P.W. 7025/86

Lgn 3629/56

Rev: 6307/86.

Board of Revenue, 27th July 1886, No. 1689.

PROCEEDINGS OF THE BOARD OF REVENUE.

Read—the following letter from L. R. BURROWS, Esq., Collector of the Nílgiris, to the Secretary to the Board of Revenue, dated Ootacamund, 13th July 1886, No. 198 :—

In G.O., No. 32 W., dated 6th January 1886, Public Works department, communicated with Board's Resolution, Mis. No. 529, dated 20th January 1886, Government directed the acquisition under Act X of 1870 of a piece of land near "Bombay Castle" in Ootacamund, being a portion of settlement No. 324-C, and measuring about 25 cents. The field is registered as Parsee burial-ground, but only a small portion is actually in use as such, and the portion sought to be acquired by Government is outside of, though adjoining, the burial-ground.

2. The Parsee community, as represented by Mr. Dadahbai Edulji, object to parting with the piece of land in question on the ground of its proximity to the cemetery, and because they have not, in fact, the power to dispose of the land, it being trust property bequeathed to the community by a deceased person for the purpose of a burial-ground.

3. There were other objections raised on the ground of "religious" feelings; but it has been pointed out to Mr. Edulji that a Muhammadan has obtained land adjoining the cemetery on the side opposite to the piece required by Government, and that the argument on the score of religious feelings will not therefore hold good.

4. On the 6th instant, the Honorable Colonel Shaw-Stewart and I met Mr. Edulji near the ground, and it was understood that the Parsees would convey the land to Government for a nominal sum, provided Government undertook to observe certain conditions which were to be inserted in the conveyance. These conditions were written out by me in the form of a proviso to be inserted in the conveyance deed, and are as follows :—

Provided :

That the purchaser (Secretary of State) shall not at any time erect any building upon the land, nor use it in any way by which the Parsee cemetery will be exposed to observation, or the performance of ceremonies interfered with.

That the purchaser shall keep the said piece of land as a garden or plantation for ornamental purposes only, and shall at all times allow the Parsee community of Ootacamund and their servants free right of way over it.

That the purchaser shall not by lease or otherwise transfer possession of the said piece of land nor grant any rights in or over it to any person whatsoever, nor use it otherwise than as an ornamental garden or plantation, without first obtaining the written consent of the Parsee community of Ootacamund, or their legal representatives.

That if at any time the purchaser, his legal representatives, or assigns shall desire to part with the ownership of the said piece of land, he shall offer it in the first instance to the Parsee community or their legal representatives at the same price as is herein agreed to be paid for the said piece of land by the said purchaser; and upon their refusal or omission to purchase back the land within a reasonable time, the said purchaser shall be at liberty to part with it or to use it otherwise than as a garden or plantation for ornamental purposes.

would there be any difficulty in carrying out Mr. Edulji's proposal, as set forth in para 5 of the Collector's letter?

That proposal would entirely meet my views, which are simply to insure that the small piece of land in question should at no time be built on.

12-8-86

To W

Draft order submitted for approval.

The Parsee community apparently have no power to assign the land to Govt. & it must therefore be taken up under the Act.

There can apparently be no difficulty in Govt. giving them an assurance ~~that~~ their wishes will be respected.

Cu

14-8-86

PUBLIC WORKS DEPARTMENT.

E MADRAS GOVERNMENT.

UNDER date the

READ the following

H.E. No. 1689. d/ 27 July 1886.

pt. No. 4715 d/ 7 August 1886.

Ordered that the notification be published in the Fort St. George Gazette.

2. The Collector, Nilgiris will take order for the acquisition of the land in accordance with the provision of Act X of 1870.

3. The Government desire the Collector to give the Parsee Community an assurance that when the land has been acquired on behalf of the state, their wishes as set forth in para 5 of the foregoing letter will be respected.

6TH JANUARY 1886, No. 32 W., PUBLIC WORKS.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads. Civil Works.

READ—the following papers:—

From Colonel J. BEATTY, R.E., Superintending Engineer, IV Circle, to the Chief Engineer, Public Works Department, dated Coimbatore, 24th September 1884, No. 435 E.W.

In forwarding, for your information, a letter* from the Executive Engineer, Nílgiris, regarding a piece of ground on which cultivation was observed to be in progress, on the occasion of your recent inspection, near Bombay Castle, I have the honor to inquire whether you think it desirable the land in question should be purchased by Government.

* With Revenue Survey map.

2. It appears from the survey that the land in question is outside the Bombay Castle boundary.

ENCLOSURE.

From Major A. C. SMITH, R.E., Executive Engineer, Nílgiri Division, to the Superintending Engineer, IV Circle, dated Ootacamund, 17th September 1884, No. 311.

I have the honor to submit, herewith, a plan (to be kindly returned) of Bombay Castle and land appertaining thereto lately purchased by the Government from Eduljee, a Parsee of this place.

2. You may remember on inspecting these premises the other day, with the Chief Engineer, we observed some cultivation going on near, and possibly within, our boundary. I have marked in pencil shading the north-east portion of C. 324 on which this cultivation was going on.

3. You will observe from the plan that it is all *outside* our boundary, and that therefore we cannot prevent the cultivation unless we purchase some more land under the Act, and this would entail further expense.

From Colonel J. BEATTY, R.E., Superintending Engineer, IV Circle, to the Chief Engineer, Public Works Department, dated Mangalore, 28th October 1884, No. 477 E.W.

With reference to your memorandum, No. 1630 C, dated 3rd instant, I have the honor to state that the approximate value of the piece of ground adjoining the Bombay Castle property is Rs. 300.

ORDER—dated 6th January 1886, No. 32 W., Public Works.

The Superintending Engineer, IV Circle, will take the necessary steps, in communication with the Collector of the Nílgiri district, for the acquisition, under Act X of 1870, of the piece of land adjoining Bombay Castle, referred to in the foregoing papers.

2. The requisite allotment of funds will be made on application from the Superintending Engineer.

(True Extract.)

(Signed) J. SHAW-STEWART, Colonel, R.E.,
Secretary to Govt., P.W.D.

To the Superintending Engineer, IV Circle, with plan.
" Revenue Department.
" Military do.

Exd. E. Fernandez.
Spare Copies

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1886} Madras.

PUBLIC WORKS.

Dated January, 6th.

Recd. *Encl.*

G.O., 6th January 1886, No. 32 W.

JANUARY.

Land adjoining Bombay Castle, Ootacamund

Orders for acquisition of certain —.

PUBLIC WORKS SEC
MADRA

No. 32 W d/ 6.1.86
" 538 D d/ 16.8.86

REVENUE DEPARTMENT.

1886.
Board of Revenue,
MADRAS.

Printed August 3rd.

Proceedings, 27*th July* 1886, *No.* 1689.

Submitting to Government letter from the Collector of Nilgiris forwarding a draft notification for the acquisition under *Act X of* 1870 of a piece of *land* near "Bombay Castle" in Ootacamund.

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1886} Madras.

PUBLIC WORKS.

Dated January, 6th.

Recd. *Encl.*

G.O., 6th January 1886, No. 32 W.

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Orders for acquisition of certain —.

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2. The Parsee community, as represented by Mr. Dadahbai Edulji, object to parting with the piece of land in question on the ground of its proximity to the cemetery, and because they have not, in fact, the power to dispose of the land, it being trust property bequeathed to the community by a deceased person for the purpose of a burial-ground.

3. There were other objections raised on the ground of "religious" feelings; but it has been pointed out to Mr. Edulji that a Muhammadan has obtained land adjoining the cemetery on the side opposite to the piece required by Government, and that the argument on the score of religious feelings will not therefore hold good.

4. On the 6th instant, the Honorable Colonel Shaw-Stewart and I met Mr. Edulji near the ground, and it was understood that the Parsees would convey the land to Government for a nominal sum, provided Government undertook to observe certain conditions which were to be inserted in the conveyance. These conditions were written out by me in the form of a proviso to be inserted in the conveyance deed, and are as follows:—

Provided:

That the purchaser (Secretary of State) shall not at any time erect any building upon the land, nor use it in any way by which the Parsee cemetery will be exposed to observation, or the performance of ceremonies interfered with.

That the purchaser shall keep the said piece of land as a garden or plantation for ornamental purposes only, and shall at all times allow the Parsee community of Ootacamund and their servants free right of way over it.

That the purchaser shall not by lease or otherwise transfer possession of the said piece of land nor grant any rights in or over it to any person whatsoever, nor use it otherwise than as an ornamental garden or plantation, without first obtaining the written consent of the Parsee community of Ootacamund, or their legal representatives.

That if at any time the purchaser, his legal representatives, or assigns shall desire to part with the ownership of the said piece of land, he shall offer it in the first instance to the Parsee community or their legal representatives at the same price as is herein agreed to be paid for the said piece of land by the said purchaser; and upon their refusal or omission to purchase back the land within a reasonable time, the said purchaser shall be at liberty to part with it or to use it otherwise than as a garden or plantation for ornamental purposes.

5. Mr. Edulji was with me when the conditions were drawn up, but he asked time to consider them and to consult other members of the Parsee community. He now writes as follows :—

"Re *the piece of land attached to the Parsee Cemetery.*

"With reference to the draft-deed sent me herein, I beg to state that it is not the wish of the Parsee community to sell the said land, nor have they the power to do so.

"We are willing to hand over possession to Government of the land provided no buildings are erected thereon, that our rights and privileges be respected, that we have a free right of way, and that Government will only ornament the said ground, making it solely and exclusively a garden or plantation.

"In order to effect this we propose an ordinary agreement, which I submit will answer every purpose.

"If this proposal is not accepted, then I have to state that the Parsee community themselves are ready and willing to carry out such planting and ornamentation, &c., as may be ordered by Government."

6. If the community are not empowered to convey the land to Government in the ordinary way, it is doubtful whether any agreement, such as Mr. Edulji proposes in lieu of a conveyance, would be of any force or effect. The simplest method will be, under the circumstances, to acquire the land under the Act, and with that object in view I enclose a draft notification for approval.

ENCLOSURE No. 1.—Draft notification.

RESOLUTION—dated 27th July 1886, No. 1689.

Submitted to Government for orders.

(A true Copy and Extract.)

(Signed) M. HAMMICK,
Acting Secretary.

To the Secretary to Government, Revenue Department,
with draft notification.
Copy to the Collector of the Nilgiris.

Exd. W. J. Lewis.

REVENUE DEPARTMENT.

1886.

Board of Revenue,

MADRAS.

Printed August 3rd.

Proceedings, 27th July 1886, No. 1689.

Submitting to Government letter from the Collector of Nílgiris forwarding a draft notification for the acquisition under *Act X of* 1870 of a piece of *land* near "Bombay Castle" in Ootacamund.

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>
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Submitted to Government for orders.

(A true Copy and Extract.)

(Signed) M. HAMMICK,
Acting Secretary.

To the Secretary to Government, Revenue Department,
with draft notification.

Copy to the Collector of the Nilgiris.

Exd. W. J. Lewis.

REVENUE DEPARTMENT.

1886.

Board of Revenue,

MADRAS.

Printed August 3rd.

Proceedings, 27*th July* 1886, *No.* 1689.

Submitting to Government letter from the Collector of Nilgiris forwarding a draft notification for the acquisition under *Act X of* 1870 of a piece of *land* near "Bombay Castle" in Ootacamund.

1886.

P. W. DEPARTMENT.

Current No. 655

From

The Acting Government Solicit

ENCLOS.— 2

No. 348

Dated August 18th. 1886.

Received

SUBJECT. Mo

Land adjoining Bombay

Ootacamund.

Offering opinion as to the be

course to adopt to acquire the

under the provisions of Act X

of 1870.

DISPOSAL.

No. 56 D. Dated Aug: 20.1886

Referred to the Collector Nilgiris for

favor of information whether the lan

was devised to the Parsee Communi

in the manner suggested in para 2

of the Government Solicitor's letter.

(Signed) J. Shaw Stewart Colt R.E.

Secy: to Govt. P. W. D.

24/VIII Desp.d 20/8/86.

12 AUG 86
DEPARTMENT MADRAS

Rev: No. 4715

Transferred to the Public Works Department.

Ootacamund } H. E. Stokes
" August 1886 } Secy to Govt.

A.S. 24/8.

No. 6461

REVENUE DEPARTMENT

1886.

Board of Revenue,

MADRAS.

No. 6307

Encls 3

PW 7025/86

Printed August 3rd.

Recd. 4th —

5. S. C

No. 1
Received 14-9-86

Proceedings, 27th July 1886, No. 1689.

Submitting to Government letter from the Collector of Nilgiris forwarding a draft notification for the acquisition under *Act X of* 1870 of a piece of *land* near "Bombay Castle" in Ootacamund.

Transferred

No. 348 / 3

High Court House
Madras 18th Augt 1886

From
William Morgan Esq
Ag Government Solicitor

1 To
The Honble Col. Shaw Stewart
Secretary to Government.
Public Works Department.

Sir,

I am in receipt of your Memorandum No. 538D of the 16th instant enclosing Proceedings of the Board of Revenue dated 27th July 1886 No. 1689, and Draft Notification, which I return herewith.

2. I am of opinion that if the property which the Government desire to acquire has been devised by Will to the Parsee Community, without the intervention of any Trustee appointed by the Will, it would not be practicable for Government to obtain any proprietory ownership under the land (such as is suggested by Mr. Eduljee in paragraphs 2 & 3 of his letter, printed at page 2 of the Revenue Board's Proceedings) by Agreement nor would any such agreement as is referred to in paragraph 4 of the same letter be binding upon any other members of the

the Parsee Community save such of them as executed the proposed Agreement.

3. I am of opinion that the best course to adopt to carry out the object of Government referred to in Paragraph 2 of your letter, is to acquire the land under the provisions of Act X. of 1870.

I have the honor to be
Sir
Your Obedient Servant
William Morgan
Ag Government Solicitor

114 A mis
885

No. 556 D, August 20th 1886.

Referred to the Collector Nilgiris for favor of information whether the land was devised to the Parsee Community in the manner suggested in para 2 of the Government Solicitor's letter.

19-8-86

Marsthwait
Colonel R.E.
Secy: to Govt. P. W. D.

O.y.S. 6448.

No. 6552

19 AUG 86
DEPARTMENT

Encl 2

P.r 7025/86

Referred

Administrator General
Regd No. 6
26/11/84
Madras

COURT FEE
FOUR HUNDRED RUPEES
GOVT OF INDIA

26-8-82.

No. 7 of 1882.

In the District Court of Coimbatore
Civil Petition No 13 of 1882

I Herbert Wigram Esquire Judge of the District of Coimbatore hereby make known that on the 17th day of July 1882 the late Will of Pestonjee Nesserwanjee Bottliwalla late of Ootacamund, a copy whereof is hereunto annexed was proved and registered before me and that administration of the property and credits to the amount of Rupees 20,000 Twenty thousand, of the said deceased and in any way concerning his Will was pursuant to the order of this Court of the 17th day of July 1882 this day granted to Mr. William Edward Schmidt and Dadabhai Eduljee the Attorneys of John William Minchin the sole Executor named in the Will, limited until the said Mr. Minchin shall himself obtain probate, they having undertaken to administer the same and to make a true inventory of the said property and credits and to exhibit the same at or before the expiration of a year next ensuing and also to render a true account thereof.

Given under my hand and the seal of the District Court of Coimbatore this 26th day of August 1882.

Wigram
District Judge

S. Swaminadh
Sheristadar

In the name of God

I Pestonjee Nessurwanjee Bottliwalla formerly of Bombay but now residing at Coimbatore in the Presidency of Madras Do hereby revoke all former Wills and testamentary dispositions made by me and declare this to be my last Will & testament.

I devise and bequeath all my real and personal Estate except estates vested in me as a trustee or mortgagee and except uch as I otherwise bequeath by this my will) unto John William Minchin of Ootacamund Esquire — their heirs Executors administrators and assigns respectively Upon trust that the said John William Minchin or the survivor of them or the Executors or administrators of such survivor shall sell call in and convert into money the same or ~~[illegible]~~ such part thereof as shall not consist of money in the manner herein-after provided and shall and will out of the money produced by such sale calling in & conversion and with and out of such part of my personal Estate as shall consist of money pay my funeral and testamentary expenses and debts and the legacies bequeathed by this my Will and any codicil hereto and also set apart for the performance of the post obit ceremonies according to the rites of the Zoroastrian religion such a sum of money which the said John William Minchin

or the survivor of them or the Executors or administrators of such survivor shall think fit and shall invest the residue of the said monies in the names or name of the said trustees or trustee in such securities as to them may seem expedient with power for the said trustees or trustee to vary the said investments at their discretion And shall stand possessed of the said residuary trust moneys and the funds and securities in or upon which the same shall from time to time be invested / hereinafter called the residuary trust funds / upon trusts following that is to say In trust for the several legatees and for the purposes hereinafter mentioned And I further declare that until all my said real and personal property / save and except such as are hereinafter excepted / shall be sold and converted into money the said trustees or trustee shall apply the income of such part thereof as shall for the time being remain unsold and unconverted after payment thereout of all rates taxes expenses of repairs and other outgoings in payment as far as practicable towards the legacies and for the purposes mentioned in this my will provided always that no payment on account of the said legacies shall be made until after thirteen months from the time of my decease And I declare that any property hereby directed or authorized to be sold may be sold either together or in parcels and either by public auction or private contract and either with or without any special or other conditions or stipulations relative to title or otherwise and the trustees or trustee making any such sale may buy in any property put up for sale by auction or any part thereof and may rescind or vary any contract for sale and may resell the property so bought in or the contract for the sale whereof shall have been so rescinded as aforesaid without being answerable for any loss or diminution in price and may execute assurances give effectual receipts for the purchase money and do all acts and things for completing any such sale which he or they may think proper And I declare that the trustees or trustee for the time being of this my will may postpone the sale and conversion of my real and personal estate or any part thereof for so long as he or they may think fit and that the rents profits and income to accrue from and after my decease of and from such part of my real and personal estate as shall for the time being remain unsold and unconverted shall after payment thereout of all incidental expenses and outgoings be paid and applied to the person or

persons and in manner to whom and in which the income of the monies produced by such sale & conversion would for the time being be payable or applicable under this my will if such sale and conversion had been actually made and I empower the said trustees or trustee from time to time to let any hereditaments for the time being remaining unsold either from year to year or for any term of years at such rents and subject to such covenants as they or he may think fit and also to accept surrender of leases and tenancies to fell timber and other trees standing on the said hereditaments whether for sale repairs or otherwise and generally to manage the same in such manner as they or he may think fit And I declare that the proceeds of any timber sold by the said trustees or trustee shall be considered as income and paid & applied accordingly I appoint the said trustees Executors of this my will and authorize them and the survivor of them his executors or administrators to satisfy any lawful debts claimed to be due by me or my Estate and any liabilities to which I or my estate may be alleged to be subject upon such evidence as they or he shall think proper and to accept any composition or security for any debt and to allow time for payment as to them or him shall seem meet and also to compromise or submit to arbitration and to settle all accounts and matters belonging or relating to my estate and generally to act in regard thereto as they or he shall think expedient without being responsible for any loss thereby occasioned. And I declare that the receipt or receipts in writing of the trustees or trustee for the time being acting in the execution of any of the trusts hereof for the purchase money of the premises sold or for any moneys funds shares or

securities which may be paid o transferred to them or him in pursuance hereof or any of the trusts hereof shall effectually discharge the purchaser or purchasers or other person or persons paying or transferring the same therefrom and from being concerned to see to the application thereof. And I hereby declare that if the said trustees hereby appointed or any of them or any trustee or trustees to be appointed as hereinafter is provided shall die or be desirous of being discharged or refuse or become incapable to act then the said trustees or trustee (and for this purpose any retiring trustee shall be considered a trustee) may appoint any other person or persons to be a trustee or trustees in the place of the trustees or trustee so dying or desiring to be discharged or refusing or becoming incapable to act And upon every such appointment the said trust premises shall be so transferred

hat the same may become vested
n the new trustee or trustees jointly
with the surviving or continuing
rustee or trustees or solely as the
Case may require and every
such new trustee shall have the
same powers authorities and dis
cretions as if he had been originally
appointed a trustee And I declare
hat the trustees or trustee for the
time being of this my will shall
e chargeable only with such
monies as they or he shall res-
pectively receive and shall not
e answerable the one for the other
f them nor for any banker broker
r other person in whose hands
any of the trust moneys shall
e placed nor for the deficiency
r insufficiency of any of the stocks
funds shares or securities nor other
wise for involuntary losses And
that the said trustees or trustee
for the time being may reimburse
themselves or himself out of the
moneys which shall come to
their or his hands under the trusts
aforesaid all expenses to be incurred

in or about the execution of the afore-
said trusts And I declare that it
is my will and desire that my
trustees or trustee should in the
exercise of the powers & authorities
vested in them by this my will
proceed to sell and convert into
money my real Estate in the
order in which the several pro-
perties comprising the same are
shown in the schedule hereto it
being my intention that not more
of the said properties should be
sold than would be sufficient
to provide for the several payments
and outgoings mentioned in
this my will and I declare it
to be my desire that the residue
of all such real property as may
not be sold should form part
of my residuary Trust Funds
and be subject to the provisions
of this my will and I direct
that my trustees or trustee shall
out of the moneys to be realized
by the sale of the said properties
and after providing thereout for

the payment of my lawful debts funeral and testamentary expenses and after setting apart a sum of money for the performance of my post obit ceremonies as herein before directed pay to my daughter Oursetbhai Muncherjee ~~Shaporjee~~ the wife of Muncherjee Shaporjee Metha the sum of Rupees Three Thousand and to each of my two daughters named Rutton Bhai the wife of Framjee Manockjee Inhow and Soona Bhai the widow of Framjee Sorabjee Oumbatha deceased the sum of Rupees Two Thousand respectively such sums respectively to be taken for their exclusive use and benefit and paid upon their sole receipts and are to be free from the control of their husbands or their creditors to Merbhai the widow of Oursetjee Jehanghir Ohennaye my sister-in-law the sum of Rupees Three thousand such sum being held by me in trust for and bequeathed to her

Daughter
3000

Daughters
2000
2000

Trust
3000

2100
2100

my two sons Perozeshaw Pestonjee and Oursetjee Pestonjee the sum of Rupees Two thousand and one Hundred respectively such sums to be paid thirteen months after my death provided always that in the event of the moneys to be realized by the sale of my said personal and real Estate aforesaid being insufficient for the said purpose it shall be lawful for my trustees or trustee or the survivor of them or the Executor or administrator of such survivor by mortgaging my Coffee estate known as "Ousroo Estate" in Wynaad and out of the rents and profits thereof or by any other reasonable means to levy and raise any sum or sums of money which my said trustees or trustee may think fit to levy and raise for the several purposes mentioned in this my will and for the upkeep and improvement of the said Estate and

[illegible]

I declare that after all claims or debts on the said Estate shall have been paid and satisfied my trustees or trustee or the survivor of them his executors or administrators shall stand vested with all surplus moneys of the rents profits and income of my residuary Estate in trust to pay such surplus money after providing thereout for the payment of rates taxes repairs and other outgoings in respect thereof to my said Children their heirs Executors ~~and~~ Administrators or assigns in the following proportions that is to say

One fourth of such surplus to be paid annually to each of my two sons Perozshaw Pestonjee and Cursetjee Pestonjee respectively their respective heirs Executors administrators or assigns. One fourth of such surplus to be paid and divided equally amongst my three daughters

aforesaid named Cursetbhai Muncherjee Soonabhai Framjee & Rutonbhai Framjee their respective heirs Executors administrators or assigns and the remainder one forth to go towards the Fund for charitable purposes herein after mentioned. And I leave and bequeath for charitable purposes absolutely all that piece or parcel of land on Framjee's Hill — with the several buildings thereon Known as the Bombay Castle situated at Ootacamund (Excepting thereout the piece or parcel of land used as the Parsee Burial Ground) and desire that my trustees or trustee or the survivor of them or the Executors or administrators of such survivor shall stand possessed of the same, and of all the rents profits and income thereof in trust and I declare that it shall be lawful for my trustees or trustee or the survivor of them his Executors or administrators to repair improve and extend the said premises by raising funds for the purpose by all such ways and means as to him or them may seem Expedient to pay rates taxes assessments or other outgoings in in respect of the same and to invest the surplus rents and income after paying thereout for all such improvements repairs, and other outgoings in such securities as to my trustees or trustee for the time being may seem expedient and to form a fund to be called "Framjees Charitable Fund" and I declare that it shall be lawful for my trustees or trustee for the time being to spend so much of the fund monies for charitable purposes as my Trustees or trustee may deem fit, and in the distribution of such funds no distinction is to be observed as to caste or creed. And I declare that during the life time of my late wife she contracted certain debts in Bombay upon the security of Jewellery of much value which said jewellery are in possession of the mortgagees and I desire that my trustees or trustee for the time being should exercise due caution in the disposal of claims in respect of such debt And I declare that some considerable time ago I caused certain sums of money to be credited in my books in the names of my late wife Dhinbhaijee my sons Perozshaw and Cursetjee and my said daughters Soona Bhai Curset Bhai and Rutten Bhai respectively and that these sums having been credited at my will I hereby cancel

the said entries and declare that my said children or any of them have no claim whatever to those sums or to any part thereof And I also declare that the property called and known as "Peroj Bagh" in Bombay is the property of Dhunbhaijee the widow of my deceased brother Framjee and I desire that my trustees or trustee for the time being will if called upon to do so and her cost execute a conveyance of the said property in her favor or as she may direct. And I also declare that by the will of my late Brother Framjee Nesserwanjee deceased a piece of land adjoining the land lastly herein before mentioned was bequeathed to my son Perozshaw which said land has not been legally transferred to him. I authorize my trustees or trustee for the time being to execute a conveyance in his favor transferring this land and this land only to him all costs attending such transfer to be paid by him and I declare that the said land forms no part or parcel of the land herein before mentioned which said land together with the Banglow outhouses wells garden and other appurtenances standing or being or belonging to the said land are the absolute property of the said Dhunbhaijee And I declare that my son Perozshaw Pestonjee or any other person has no claim or title to the said land, and premises And I declare that it shall be lawful for my trustees or trustee out of my residuary Trust Funds to pay themselves or himself a sum of Rupees

Two

GOVERNMENT OF MADRAS

Two hundred and fifty Annually for their or his trouble herein And I declare that any future trustee of this my will who may be a solicitor or attorney shall be entitled to be paid for all business (whether strictly professional or not) done by him in relation to my Estate or the trusts of this my will in the same manner as if he were not an Executor or trustee of this my will And I also declare that it shall be lawful for my trustees or trustee for the time being to employ the services of a competent agent or manager to examine my books accounts & documents in order to ascertain my actual liabilities and the situation and extent of my several properties and generally to render them his assistance in carrying out the directions of this my will and I hereby authorize my trustees or trustee for the time being to allow and pay him such remuneration for his services as my trustees or trustee for the time being may deem fit And I hereby declare that it is my wish and desire that my children or any of them or their respective heirs executors administrators or assigns should not in any way interfere or intermeddle in the affairs of my estate or in the management thereof by my trustees or trustee and I also declare that in the event of my children or any of them or any other person acting on their behalf interfering with the action and proceedings of my trustees or trustee directly or indirectly causing them any annoyance or proceeding to law the benefits secured to them by this will shall absolutely cease and be enjoyed by the rest of my legatees.

Schedule to which the above will refers-

1. The piece or parcel of land situated at Calicut in the District of Malabar with the buildings thereon known as Cusroo Cottage.
2. The piece or parcel of land according to the tenure thereof adjoining Cusroo Cottage and the several Buildings thereon now known as Hirjee's shop.
3. The piece or parcel of land situated near the Railway station at Pothanoor
4 The piece or parcel of land situated at Metta:pollium with the Bunglow and Shop and other buildings standing thereon and known as Bandy Pettah
5. The piece or parcel of land with the Bunglow and other buildings thereon situated at Mysore
6. The piece or parcel of land with the shop and buildings thereon situate at Mysore and now occupied by Framjee Dodamullah and Co
7 The Bunderah still situated at Bombay
8. The piece or parcel of land situated halfway on the road to Kotagherry known as the "Ralia" land.
9. The piece or parcel of land and the buildings thereon situated at Dimhutty near Kotagherry and known as the Dimhutty Bunglow.
10. The piece or parcel of land situated near the Finger Post on the side of the Road to Seegoor known as "Timber Land"

Two Hundred and fift [illegible]

11. The piece or parcel of land situated at Wellington and the Buildings thereon known as "Jack straw Cottage"

12. The piece or parcel of land situated at Wellington with the Buildings thereon known as "Framjee's Cottage"

13. The piece or parcel of land situated at Wellington with the several buildings thereon known as Framjee's Shop, Library & Billiard Room.

14. The piece or parcel of land with the Buildings thereon situated at Ootacamund known as "Ooty Cottage"

15. The piece or parcel of land with the Buildings thereon situated at Ootacamund known as "Kandal Cottage"

16. The piece or parcel of land according to the tenure thereof with the Buildings thereon situated at Davulla known as Davalla stores.

17. The piece or parcel of land with the buildings thereon situated at Ootacamund known as "Leslie cottage"

18. The piece or parcel of land with the Buildings thereon situated at Ootacamund known as "Flowry cottage"

19. The piece or parcel of land with the Buildings thereon situated at Ootacamund known as "Lowry Cottage"

20. The piece or parcel of land with the several Buildings thereon situated at Ootacamund known as "Lakeside House"

21. The piece or parcel of land with the Buildings thereon situated at Ootacamund known as "Southwick"

22. The piece or parcel of land with the Buildings thereon situated at Ootacamund known as "Elk Hill Lodge"

23. The piece or parcel of land with the Buildings thereon situated at Ootacamund known as "Pepbrook"

24. The piece or parcel of Forest Land situated at Ootacamund above the "Elk Hill Lodge"

25. The several pieces or parcels of land adjoining the said 3 Bungalows called "Potato swamp" & Potato Lands, exclusive of lands appertaining to the said 3 Bunglows.

26. The piece or parcel of land situated at Ootacamund below Wesley cottage and Lower Walthampston along side the Coonoor Road.

27. The piece or parcel of land situated at Ootacamund and the Buildings thereon known as the Ootacamund Post Office.

28. The Provident Coffee estate situated in Wynaad, and few other properties of which I have no recollection.

In witness whereof I the said Pestonjee Nesserwanjee Bottlewallah have hereunto set my hand this Tenth day of June One Thousand Eight Hundred and Eighty.

Signed and declared by the said Pestonjee Nesserwanjee Bottlewalla as and for his last Will and testament in the presence of us (both being present at the same time who at his request in his presence and the presence of each other have hereunto subscribed our names as witnesses.

(Signed). W. A. Burboza.
Pleader. Ootacamund

(Signed) T. Dorasamy Naidu
Merchant
Coimbatore

Copd.
[illegible]
Translator.

પેશતંનજી નશરવાંનજી
બાટપીવાલા શાહે
આ મારૂં છેલું વીલ
મેં હુશીઆરીમાં કરૂં છે
મારી મરજીપ [illegible] મારી
ધાનેશાહદારમથી
અને દાનજ કને આપે
(Signed) Pestonjee Nesserwanjee
10th June 1880.
મજકુશાગારદીથી. પજે

Filed 24th March 1882.
(Signed) F. C. Carr [illegible]
District Judge

(True copy)

[illegible]
District Judge

197/04

1886.

Revenue Department.

3 SEP 86

FROM
THE COLLECTOR,
NILGIRIS.

Enclos

PW 7025/86

TO
THE ~~CHIEF~~ SECRETARY
TO GOVERNMENT,
P. W. DEPARTMENT,
~~FORT ST. GEORGE.~~
Ootacamund

No. 64

Dated 3/
Despatched 3/ Sept do 1886.
Received.

ENCLOSURE

SUBJECT.

Land Acquisition

Parsee Burial Ground

Returning Govt Solicitor's letter & forwarding copy of the will of the late Mr. Framjee for perusal

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No 64

Nilgiri Collector's Office.
Ootacamund.
3rd Sept: 1886.

From,

L. R. Burrows Esq.
Collector of Nilgiris.

To,

The Hon'ble Col: Shaw Stewart R.E.
Secretary to Government
Public Works Department.

Sir,

In returning the letter of the Government Solicitor with your endorsement No. 556 dated 20th August 1886, I have the honour to report that the land in question does not appear to have been vested in the trustees under the will of the late Pestonji Nesserwanji Bottlewallah. I enclose copy of the will for perusal and return when done with. The Parsee Burial Ground is alluded to in the will & I have marked the passage with a red pencil cross The passage runs as follows:– I give and bequeath for charitable purposes absolutely all that piece or parcel of land on Framjee's Hill with the several buildings thereon known as the Bombay Castle situated at Ootacamund (excepting thereon the piece or parcel of land used as the Parsi Burial ground) a desire &c.

2. I asked Mr. Edulji who produced the copy of the will whether any directions were expressed in the will as to the management of the Parsee Burial Ground. He informed me that this piece of land was given over to the Parsees about fifty years ago by Mr. Framjee the original holder of Framjee's Hill and that it had always been so used: that there was no written conveyance relating to the gift of the said burial-ground: that it did not belong to Mr. Pestonji: & was therefore expressly excluded by him from the operation of his will: and that the plot referred to in the will included not only the small piece enclosed in which the graves were, but the whole of the Settlement No. C.324 measuring 3.31 acres

3. The Land in question was registered at Settlement in the name of Messrs Framjee & Co. It bears an assessment of Rs. 3.5.0 which is paid, I understand, by Mr. Edulji on behalf of the Parsee Community who are said to be the real proprietors.

I have the honor to be,
Sir,
Your most obedt: Servant.

Collector

A.S.
Cf.

Pro: B. of Rev: 1689. 27.7.86
5566 D w. 8.86
538 D 16.8.86.
32 w 6.1.86

O.S. 4/9.

P.W.C. No. 1025

Enclos: 4.

Recd 9.9.86

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as stated in para 2 of memo
D. 538 of 16-8-86, the object
which the Govt. have in view, in
proposing to acquire this small
piece of land, is to prevent it from
being built upon or used for an
unsuitable purpose.

It seems to me that, for the
present at least, that object
will be sufficiently attained by
accepting Mr. Eduljis proposal
as stated in para 5 of the Collector's
letter printed in Pro: of Govt. of
27-7-86. No. 1689, — namely
by obtaining permission from
the Parsi Community for the
land to be planted ornamentally
at the cost of the State, —
and by obtaining a promise
from them that it shall not
be built upon.

In the event of such promise
being held at any time to be
not binding upon the then
owners, it will be open to
the Govt. to acquire the land
under the Act.

3-9-86

Q. 6.9.86 / R. 11.9.

Works Department.

Government.

the 14th September 86

Read the following

No. 1689. d/ 27. 7. 86.
No. 4715 d/ 7. 8. 86.
No. 345 d/ 18. 8. 86.
No. 624 d/ 3. 9. 86.

These papers relate
proposal to acquire, under
X of 1870, a small strip of
d between ~~the public~~
~~ldings on~~ Mountstuart
the Library Road, Ootacamund.

The object which the
Government have in view,
proposing to acquire
the

CIRCL

Which lies between important public buil
this land, is to prevent
from being built upon
used for an unsanitar
purpose.

3. The Parsee community,
in whom the land ~~was~~ vests,
state that they do not wi
to sell the land, and th
they have no power to do
but that they are willing
to hand over possession to
Govt: on ~~certain~~ condition
which are stated in para
of the Collector's letter print
with the Pros: of the Board
Revenue No. 1689 of 27th July
4. The Govt: Solicitor i
however of opinion that, as
land has been devised to
Parsee community without
the intervention of truste
it would not be practicab
for the Government to acqu
excep

Oct. 4/9.

under Act X of 1870,
there a proprietary ownership
of ~~land~~; nor would any
agreement such as that
referred to in para 5 of the
Collector's letter be binding
members of the Parsee
community except those who
executed the agreement

The Govt. have no desire
acquire the land against
wishes of the Parsee
community, unless forced
do so by circumstances;
they consider that, for the
present at least, the object
view will be sufficiently
attained by obtaining
from ~~that~~ community a
written permission for the
land to be planted
ornamentally at the
state, - which permi

IRCLE,

should include a prom
that the land shall no
built upon. The Colle
requested to take s
to obtain the requisite
document, and to p
the land in the charge
the Executive Engineer
6. In the event of suc
agreement being held
at any time to be not b
upon the then owners, c
will be open to the Governme
to acquire the land under
the Act.

6.9.88

G.S. 4/9. Civ 6/9.
C.O. 10/9.

15/9

~~The Hon H. J. Sullivan~~
~~C.S.I.~~

2025
6461
6552

7 SEP
DEPARTMENT

No. 1889 of 27-7-88

B. No. 2330 W of 14-9-

To
The Supg. Engr. IV Circle ✓
" " Revenue Depte ✓
" " Military Depte
14/9/88

~~To the Secy Rev. Dept~~
~~for favour of~~

Entered in RR

From (8) Mcl 6909

Entered in RR

6.8.9.88. 2.13.7.88.

Entered in RR