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MADRAS RECORD OFFICE

Government of Madras

P.W.D. (Irrigation) DEPARTMENT

~~G.O. No.~~ / ~~B.P. No.~~	928	~~Press~~ / Mis.
Dated	23-12-	~~195~~ 1886

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.

POLITICAL DEPARTMENT.

READ—the following paper :—

From J. C. HANNYNGTON, Esq., Resident in Travancore and Cochin, to the Chief Secretary to Government, dated Trivandrum, 22nd November 1886, No. 124.

With reference to G.O., dated 21st August last, No. 796, Political Department, I have the honor to forward herewith the Periyár lease deed (original), with map attached, duly executed on stamp paper and registered, the duplicate being retained by the Dewan for record in his office.

2. I request that Government will be pleased to sanction the payment of British Rs. 407-11-6 to His Highness' Government on account of the stamp.

ENCLOSURE.

THIS INDENTURE made the twenty-ninth day of October, one thousand eight hundred and eighty-six (corresponding with the fourteenth day of Tulam 1062 of the Malabar era) BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJAH OF TRAVANCORE (hereinafter called the Lessor) of the one part and THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the other part WITNESSETH that in consideration of the rents hereinafter reserved and of the covenants by the said Secretary of State for India in Council hereinafter contained the Lessor doth hereby demise and grant unto the said Secretary of State for India in Council his successors and assigns (all of whom are intended to be included in and to be referred to by the expression "the Lessee" hereinafter used) *First*—All that tract of land part of the territory of Travancore situated on or near the Periaur river bounded on all sides by a contour line one hundred and fifty-five feet above the deepest point of the bed of the said Periaur river at the site of the dam to be constructed there and shown in the map or plan hereunto annexed and which said tract of land is delineated in the said map or plan hereunto annexed and therein colored blue and contains eight thousand acres or thereabouts. *Secondly*—All such land in the immediate vicinity of the tract of land above mentioned and not exceeding in the whole in extent one hundred acres as may be required by the lessee for the execution and preservation of the irrigation works to be executed by the lessee within the said tract of land first above mentioned and which said works are commonly called or known as the "Periaur Project." *Thirdly* —Full right power and liberty to construct make and carry out on any part of the said lands hereinbefore demised and to use exclusively when constructed made and carried out by the lessee all such irrigation works and other works ancillary thereto as the lessee shall think fit for all purposes or any purpose connected with the said Periaur Project or with the use exercise or enjoyment of the lands rights liberties and powers hereby demised and granted or any of them. *Fourthly*—All waters flowing into through over or from the said tract of land firstly hereinbefore demised. *Fifthly*—All timber and other trees woods underwoods and saplings which now are or shall during the continuance of this demise be growing or standing upon any of the said demised lands with liberty to the lessee to fell grub up and use free of all charge for the same all such of the said timber and other trees woods underwoods and saplings as shall be required in or about the construction or maintenance of or otherwise for all or any of the purposes of the said works or any of them or in connection therewith provided always that the lessee shall not be responsible for the destruction of or for any damage done to any others of the said timber or other trees woods underwoods or saplings for the time being growing or standing upon any of the said demised lands by or through the construction or maintenance of the said works or any of them. *Sixthly*—The right of fishing in over and upon such waters tanks and ponds as now are or shall during the term hereby granted be upon or within any of the said demised lands. *Seventhly*—Free way leave and right and liberty of way and passage in manner hereinafter mentioned through and over the lands of the lessor and liberty for the lessee his officers agents servants and workmen to enter upon and to make lay and repair such one and not more than one main or waggon way from any point on the boundary line between British territory in India and the territory of Travancore to any part of the said demised lands in the usual manner

by digging the soil and levelling the ground and making gutters through and over the lands of the lessor between such point and the said demised lands for leading and carrying with horses and other cattle waggons carts and other carriages over and along the said waggon way unto and towards the said demised lands all materials required for all or any of the said works and other materials matters and things whatsoever to and from any of the said demised lands and liberty for the lessee his officers agents servants and workmen as occasion shall require to lay and fix wood timber earth stones gravel and other materials in and upon the lands of the lessor and to cut dig and make trenches and water-courses for the purpose of keeping the said waggon way free from water and to do all other things necessary or convenient as well for making and laying the said waggon way as for repairing and upholding the same whenever there shall be occasion and liberty for the lessee his officers agents servants and workmen to go pass and repass along the said waggon way either on foot or with horses and other cattle waggons carts or other carriages unto and from the said demised lands and all other liberties and appurtenances necessary or convenient for making laying altering repairing using or removing the said waggon way or any part thereof the lessee making reasonable compensation unto the lessor and the tenants or occupiers for all damage occasioned by or in the exercise of the said liberties to the lands belonging to him or them except those actually taken and used for the line of the said waggon way except nevertheless out of this demise all sovereign rights of the lessor in and to the said demised lands or any of them other than the rights liberties and powers hereinbefore particularly mentioned and expressed to be hereby demised, and except all minerals and precious stones whatsoever in and under the said lands hereby demised or any of them other than earth rubble stone and lime required for the said works or any of them together with liberty for the lessee to erect build and set up alter maintain and use upon or within the lands hereby demised such houses and other buildings and to take free of all charge for the same all such earth rubble stone and lime therefrom as shall be necessary or proper for effectually or conveniently making and maintaining the said several works and generally to do all such things whatsoever in or upon the hereby demised lands as shall be necessary or expedient for the construction and repair of the said irrigation and accommodation works and for any of the purposes of these presents to have and to hold the premises hereinbefore expressed to be hereby demised and granted unto the lessee from the first day of January one thousand eight hundred and eighty-six for the term of nine hundred and ninety-nine years yielding and paying therefor by the same being deducted from the tribute from time to time payable by the lessor to the Government of India or Madras the yearly rent of forty thousand rupees of British India commencing from the day on which the waters of the said Periaur river now flowing into the said territory of Travancore shall by means of the said works be diverted and shall flow into British territory, the first of such payments to be made at the expiration of twelve calendar months from such last mentioned date and yielding and paying from the date from which the said yearly rent of forty thousand rupees of British India shall become payable and over and above the same the further yearly rent (hereinafter called acreage rent) after the rate of five rupees of British India currency for every acre and so in proportion for a less quantity of the lands hereby demised and granted which on the completion of the said works shall be found on measurement to be included within the said contour line in excess of the said area of eight thousand acres the first of such payments of acreage rent to be made at the time and place when and where the said yearly rent shall become payable as hereinbefore provided and the lessee doth hereby covenant with the lessor that the lessee will pay to the lessor the several rents hereinbefore reserved at the times hereinbefore appointed by allowing the same to be deducted from the tribute from time to time payable by the lessor as aforesaid, and will at the expiration or sooner determination of the said term peaceably deliver up to the lessor all the said premises hereby demised in such state and condition as shall be consistent with a due regard to the provisions of this lease and in particular will within two years after the expiration or determination of the said term clear from the said lands hereby demised all machinery and plant in or about the same or any part thereof or shall at the option of the lessee abandon all claim to such machinery and plant or to such part or parts thereof as the lessee shall think fit provided always and it is hereby agreed and declared that it shall be lawful for the lessee at any time before the expiration of the said term to surrender and yield up all the demised premises to the lessor in which case and immediately upon such surrender the rents hereby reserved shall cease. Provided always and these presents are on this express condition that if and whenever there shall be a breach of any of the covenants and agreements by the lessee herein contained the lessor may re-enter upon any part of the said premises in the name of the whole and thereupon the said term of nine hundred and ninety-nine years shall absolutely determine without prejudice nevertheless to the recovery of any rent or money then payable or to the liability of the lessee to perform and to the right of the lessor to enforce the performance and observance of every or any covenant or stipulation herein contained and which ought to be performed or observed after the expiration of the said term in case the same had expired by effluxion of time. And the lessor doth hereby covenant with the lessee that the lessee paying the rents hereinbefore reserved in manner aforesaid and performing and observing all the covenants and agreements by the lessee herein contained may quietly hold and enjoy all the lands rights and premises hereinbefore demised and granted during the said term and also free of rent so much of the said lands as shall then be required for any machinery or plant for two years after the expiration or determination

of the said term without any interruption or disturbance by the lessor or any person claiming through or in trust for the lessor and that if the lessee shall be desirous of taking a renewed lease of the said premises for the further term of nine hundred and ninety-nine years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the said last mentioned term give to the lessor six calendar months previous notice in writing signed by any Secretary to the Government of Madras and shall pay the rents hereby reserved and perform and observe the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the lessor will upon the request and at the expense of the lessee forthwith execute and deliver to the lessee a renewed lease of the said premises for the further term of nine hundred and ninety-nine years at the same yearly and acreage rents and under and subject to the same covenants provisions and agreements including this present covenant as are herein contained if and whenever any dispute or question shall arise between the lessor and lessee touching these presents or anything herein contained or the construction hereof or the rights duties or liabilities of either party in relation to the premises the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf of the Code of Civil Procedure 1882 of the Legislative Council of India or any then subsisting statutory modification thereof. In witness whereof Vembaukum Ramiengar, Esq., C.S.I., Dewan of His Highness the Maharajah of Travancore by order and direction of the Government of His Highness the said Maharajah and John Child Hannyngton, Esq., Resident of Travancore and Cochin by order and direction of the Right Honorable the Governor in Council of Fort St. George acting for and on behalf of the Right Honorable the Secretary of State for India in Council have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the above named Vembaukum Ramiengar in the presence of } V. RAMIENGAR.

K. K. KARUNLA,
Maramut Secretary, Travancore Sircar.

J. H. PRINCE,
Ag. Head Sircar Vakil,
Travancore Government.

Signed sealed and delivered by the above named John Child Hannyngton in the presence of } J. C. HANNYNGTON.

K. K. KARANLA.
Maramut Secretary, Travancor Sircar.

J. H. PRINCE,
Ag. Head Sircar Vakil,
Travancore Goverment.

MEMORANDUM

The land referred to in the foregoing deed as demised by the lessor to the lessee is situate on both sides of the Periaur river as shown in the map hereto annexed and colored blue, and lies within the Thodupulay and Chengunnoor taluks of the Travancore State, and is bounded as in the said deed is described.

(Signed) V. RAMIENGAR.
(„) J. C. HANNYNGTON.

ORDER—dated 7th December 1886, No. 1041, Political.

The payment of Rs. 407-11-6 is sanctioned. The lease will be deposited in the strong almirah, Fort St. George.

(True Extract.)

H. E. STOKES,
Ag. Chief Secretary.

To the Resident in Travancore.
„ Accountant-General.
„ Superintendent of Records, with original lease.
„ Public Works Department, Irrigation Branch.

Exd. A. Raitt.

P. W. Dept.

Govt. of {1886} Madras.

POLITICAL.

Recorder.

(Ld) J. S.

928 Sp Irr
23-12-86

Issued

Recd. 11/12 *Encl.*

G.O., 7th December 1886, No. 1041.

DECEMBER.

S. VI 6.

Supr: for Irrign

& P. W. Accts.

Periyar Project.

Sanctioning payment of Rs. 407-11-6 on account of stamp-duty on the lease of the lands for the purposes of the — and directing that the lease be deposited in the strong almirah in the Record Office.

Withdrawn