

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT

G.O. No. 17

Press

~~Not~~

Dated

7-1-1887

Not to be folded or roughly handled

N^o 159 of G. A

Government Agents Office
27th December 1856.

From

Surgeon C. G. Badger

Government Agent at Chepachet

To

J. Pierpont Esquire

Chief Secretary to Government

Fort Saint George

Sir,

I have in my care of the original grants
from Government of lands and houses
thereon granted to their Highnesses The late
Nabobs of the Carnatic or purchased by these
Nabobs. I observed that the lands have not
been sold by Government but are merely
99 years leases on a quit rent, renewable or
not at the expiration of that term. That
fines are payable at the end of every
thirty years, that the houses thereon must
as

as a condition of the lease, be kept in good repair. On further inquiry I have not been able to learn that these periodical fines have ever been demanded or that the Government are regarding all these lands so leased, in any other right than as property sold and disposed of over which they exercise no control; the real fact of the case being that the fee is in the Government of all these lands, and their holders are mere lease holders, paying certain rents, & certain fines for 99 years, the property then reverting to Government.

2 I need not point out, if these fines and the reversions of the land have indeed been neglected to be claimed for Government as from what I have been told, has been indeed the case, that

that the current loss to Government is considerable and the ultimate loss immense, and the sooner it is rectified the better. The greatly increasing wealth of the proprietors of the west end of London is arising solely from the rapid reversions of the long leases. The Government grants are in fact only building leases for 99 years, conditioned for payment of rent to the East India Company and keeping premises in repair, as the following extract from the wording of one of them will show, and the sooner measures are taken to show the rights of Government the better, for the small nominal payment made at first sufficiently showed that it was not intended to be a permanent possession of the renter. The words are

as follow

* * * *

"to have and to hold the said Piece or Parcel
"of Ground, together with all benefits and
"advantages, arising or to arise thereby unto
"the said Mess^{rs} Francis Latour & Co their &
"Heirs, Executors, Administrators, and Assigns,
"from the Day of the Date hereof, until the
"full end and term of Ninety Nine
"years from thence next ensuing, and
"fully to be completed and ended, yielding
"and paying there for yearly and every
"year, unto the said President and Council
"of Fort St George, for the time being the
"Rent of Pagodas 20-4-15 ^{or Rs} on the seventeenth
"Day of July in every year, if the same
"be lawfully demanded, and yielding &
"and paying therefor, at the end and &
"expiration of every Thirty years of the
"Term hereby leased, unto the said &

President

"President and Council of Fort St George &
"for the Time being, for the Use of the said
"Company, the full and just sum of &
"Thirty Pagodas Current Money of Fort
"St George, and the said Mess^{rs} Francis
"Latour & Co do hereby for themselves their
"Heirs, Executors, Administrators & Assigns,
"covenant and promise to, and with &
"the said President and Council, in the
"Manner and form following, that is to
"say; that they the said Mess^{rs} Francis
"Latour & Co their Heirs, Executors, Adminis-
"trators or Assigns, shall and will &
"truly pay or cause to be paid unto the
"said President and Council of Fort St
"George, for the time being, the said &
"Yearly Rent, and sums hereby reserved
"at the times, and in the Manner and &
"form aforesaid, according to the reservation
thereof

thereof, for and during the Term hereby
demised: and further that the said
Messrs Francis Latour & Co their Heirs,
Executors, Administrators or Assigns, &
shall and will, at their own proper &
Costs and Charges, well and sufficiently
finish the said intended Messuage, or
Tenement, and the same being so finished
shall at their own proper cost and charge
well and sufficiently, uphold, support,
sustain, maintain, and amend, the
same from time to time, and at all
times during the said Term. And
further that they the said Messrs Francis
Latour & Co their Heirs, Executors, &
Administrators, and Assigns, shall
not, nor will, at any time during the
term hereby demised, assign or set over
this Indenture of Lease, or grant a
Lease

Lease of the Premises hereby demised, or
any part thereof to any person or persons,
whomsoever, who shall not be under the
License and protection of the said Company,
nor shall at any time during the Term
hereby demised, do, or, wittingly cause or
suffer any act or thing to be done, in &
and upon the said demised premises,
or any part thereof, which may grow to
the annoyance, grievance, or damage of
the said Company, their Tenants or the
Inhabitants, or their Burden, Provided
always that if the said Messrs Francis
Latour & Co their Heirs, Executors, &
Administrators, or Assigns, shall at
any time or times, during the term
of the Demise, fail in the performance of
all or any of the covenants And Agreements,
which on the part and behalf of the said
Messrs Francis Latour & Co their Heirs,
Executors, Administrators or Assigns, are

or ought to be done and performed, that
"there it shall and may be lawful to,
"and for the said President and Council,
"for the Time being, for, and on behalf of
"the said Company, into and upon the
"said hereby demised Premises or any
"part thereof, in the Name of the whole
"to re-enter, and the same to have again,
"re-possess and enjoy, as this Lease had
"never been made, any thing herein
"contained to the contrary thereof in any
"ways notwithstanding, and the said
"President and Council for and on
"behalf of the said Company, do hereby
"promise, covenant, and agree to, and
"with them Messrs Francis Latour & Co
"their Heirs, Executors, Administrators
"and Assigns, that the said Messrs Francis
"Latour & Co their Heirs, Executors &
"Administrators, or Assigns, paying
"the

the said yearly Rent and sums reserved,
"and performing the Covenant herein
"before contained which on their part and
"behalf, are or ought to be paid, performed
"and kept, shall and may from time to
"time, and at all times hereafter for and
"during the Term of this demise, peaceably
"and quietly have, hold, use, occupy, possess
"and enjoy, the said Piece or Parcel of
"Grounds with the appurtenances without
"the Lawful Let, Suit, Trouble, Ejiction
"or Disturbance of the said Company, or
"any Person or Persons whatsoever, lawfully
"claiming or to claim, by, from, or under
"them And the said President and
"Council for and on behalf of the said
"Company, do hereby further promise,
"covenant, and agree to, and with the
"said Messrs Francis Latour & Co their
"Heirs,

"Heirs, Executors, Administrators, and
"Assigns, that they the said Messrs Francis
"Latour & Co their Heirs, Executors Ad-
"ministrators, or Assigns, fulfilling the
"Covenants and Agreements, herein before
"contained, and on their part to be performed
"and yielding and paying at the end and
"expiration of the aforesaid Term of Ninety
"Nine years, unto the said President and
"Council, of Fort St. George, for the time
"being, for the use of the said Company,
"the full and just sum of one Hundred
"Pagodas Current Money of Fort St.
"George, then this Lease shall and may
"be renewed for a further Term of Ninety
"Nine years, upon such Terms and
"Conditions as shall be judged reason-
"able. In Witness Whereof, the said
"President and Council, have set their
"Hands

"Hands, and caused the seal of the said
"Company to be affixed, in Fort St. George,
"the Day and year first above written."

3 I am given to understand that
the subject of the 30 years fines, has been
before Government and disposed of, but
that of the 99 years lease has never been so,
so far as I can learn, and I therefore
submit for consideration.

I have the honor to be,
Sir

Govt. Agents Office,
27th December 1856

Your Most Obedient Servant
Wm. B. G. G.
Government Agent.

To,

J. Pycroft Esquire
Chief Secretary to Government
Fort Saint George

Political Department.

N^o 17
Extract from the Minutes of Consultation.
Dated 7th January 1857

Read the following letter
from the Govt. Agent at Chapauk.

Here enter 27th December 1856
N^o 159.

The Govt. Agent at Chapauk
is requested to submit a list
showing the several houses referred to
in the above letter. the dates when
they were respectively executed.
quit rent payable annually
when any - fines payable, when
and to what amount - and what
have been and have not been duly
paid according to the terms of
the ~~govt.~~ lease

[Signature]

Copy to the Govt. Agent at Chapauk. Disp'd 7th

Most Obedtly

22 Jan'y
1857

Copy sent to the Revenue
Department 21st April 1857
No 364.

Received 1836
No 1836
Chapauk
Govt. Agent at Chapauk
Dated 27th December 1856
No 30 60
No 159
Minutes for the Council
of the Government
in the study of the
and houses held on 99
years lease on a quit
rent of 10 annas
at the expiration of
the lease

in Oct 16 con 13 Jan 19

Revised 1857. MS 14

(copy)

Revised 1857.

of 1857

1857

copy with copy of letter
sent to the South Company
delivered 1857
MS 14

3-4

Regarding the the-

South Report to submit

a list showing the laws

referred to by him & co.

the other track line

connected to the road

copy
MS 14