MR. O. 1—32,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 147 Press Mis.

Dated 13 — S — 19 1863

Not to be folded or roughly handled

Proceedings of the Madras Government, Political Department,
13th May 1863.

No. 36. Read the following Proceedings of Government in the Revenue Department, dated 1st May 1863, No. 757.

Authorizing the Collector of Madras to transfer the land adjoining Pugh's garden to the Receiver of the Carnatic Property. (Vide Proceedings Revenue Department, dated 1st May 1863, Nos. 8 and 9.)

No. 37. ORDER THEREON, 13th May 1863, No. 147.

To be recorded.

(Signed) A. J. ARBUTHNOT,
Chief Secretary.

Exd. T. O'Connor.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following letter from CLEMENT DALE, Esq., Receiver of the Carnatic Property, to J. D. SIM, Esq., Secretary to Government, Revenue Department, Fort Saint George, dated Madras, 2nd April 1863, No. 55 :—

Letter from the Receiver of the Carnatic Property, to Secretary to Government, 26th March 1861, No. 62.
Order thereon 11th April 1861, No 193, Political Department.
Do. 16th April 1861, No. 846, Revenue Department.

SIR,

1. With reference to the letter and orders of Government noted in the margin, I do myself the honor of reporting for the information of the Honorable the Governor in Council, that shortly after the date of my letter I discovered that Nabob Enayut Nissa Begum, the mother of His late Highness the Nabob, had in the year 1839 purchased Cawnies 15-9-1,565 of land, which evidently was near, if not actually contiguous to her garden known as "Pugh's garden," or "Mahmood Baugh," I was however unable to identify the precise spot, I therefore forwarded to the Collector of Madras the Title Deeds relating to that land, informing him it was my duty to ascertain, if practicable, whether the late Begum or Nabob had alienated that property, if so on what date, &c., and in whose possession the property then was, and soliciting his assistance.

2. The Collector informed me the land had been found by the survey of 1854-56 to contain Cawnies 14-11-244, and was situated between Pugh's garden and the Adyár River, see the plan which accompanies.

3. The Collector further informed me that the land had been "resumed, and entered in "the Register as the property of Government. It is full of large pits, and of little value."

4. A correspondence has ensued, and I do myself the honor of enclosing a copy of the Collector's last letter on the subject, from paragraph 7 of which it will be observed that the Collector only awaits an Order of Government, authorizing him "to make the ground over to me," under those circumstances I do not consider it necessary to enter into any discussion of Mr. Cunliffe's observations.

5. The land is held under five deeds of which the following is a summary :—

A.—A Lease dated the 2nd of October 1807, No. 1,223, from the Government of Madras in Council to Allara Narrainsawmy Naick of Cawnies 35-6-690 of ground at Saint Thomé, for a term of 99 years, renewable at the expiration of that period for a further term of 99 years, subject to a Quit-rent of Pagodas 17-28-30.

B.—A Certificate dated the 2nd February 1832, from Mr. Savage, the then Master of the Supreme Court, from which I gather that the lease No. 1,223, was sold under a Decree of the Supreme Court on the 8th of October 1821, to the Honorable Levison Granville Keith Murray.

C.—An extract from a Certifiate, dated the 24th of February 1832, from Oriel Viveash, Esq., from which it appears that in 1830 Mr. Viveash, by order of Mr. Murray, handed to Mr. E. F. Elliot, the lease No. 1,223, "Mr. Murray intending that Mr. Elliot should possess himself of the whole of those premises."

D.—A Deed of Sale dated the 15th of August 1839, from Mr. E. F. Elliot to Mr. Joseph Pugh of the ground comprised in lease No. 1,223 and,

E.—A Deed of Sale, dated the 16th of November 1839, from Mr. Joseph Pugh to the late Nabob's mother, of a portion of those premises containing Cawnies 15-9-1,565.

6. From the foregoing it is clear, that on the 16th of November 1839 Her late Highness the Begum became the owner of those Cawnies 15-9-1,565 ; I understand Her Highness did not alienate the land during her life, consequently on her death it descended to her son His Highness the late Nabob, and comes under the operation of Act 30 of 1858.

7. I have had made a plan of the entire premises constituting Pugh's garden, and do myself the honor of forwarding it herewith. This plan shows the several boundaries.

8. The piece of land on which the house, &c., stand, contains Cawnies 9-12-1,490½, it is held under the lease from Government, dated the 12th of March 1819, No. 1,530, as mentioned in my letter to Government noted above, and is distinguished on the plan as No. 1.

9. The piece of waste land is there distinguished as No. 2.

10. That land is doubtless, as remarked by Mr. Cunliffe, "of little value" if left by itself; but its value would be greatly enhanced if attached to and regularly thrown into the compound of Pugh's gardens; while the latter would be likely to realize a much higher price with that addition, as a fear is stated to exist, that if that piece of ground is not attached to the compound, it may be converted into a nuisance, and with this fear competition is likely to be curtailed, and persons are not so likely to bid so large a sum for the house and Cawnies 9-12-1,490½ alone, as they would be inclined to do if that objection were removed.

11. Under the provisions of Act 30 of 1858 the net proceeds arising from the sale of these premises, after paying off the mortgage, &c., will have to be paid by me to the credit of Government in part repayment of the advances made by Government, for payment to creditors of the late Nabob. It is therefore for the direct interest of Government that the largest sum procurable should be obtained for the property, and on this point Mr. Cunliffe agrees with me "that the value of "Pugh's garden would be greatly enhanced by this land being attached to them."

12. If the title of the Nabob to that land be admitted, I am of opinion that sufficient space for obtaining a command over the conservation of the river may be retained by Government, and in making the accompanying plan I directed that a space 20 feet wide should be shown upon the plan running along the bank or edge of the river.

13. It will be observed that no difficulty arises regarding the boundaries, the land being bounded on the east and west by roads, on the south by the river, and on the north by Pugh's gardens.

14. I do myself the honor of soliciting that the Collector of Madras may be authorized by Government to relinquish the claim he has put forward to the piece of waste land; and,

Order of Government, 2nd May 1860, No. 704, Revenue Department.
Do. do. 28th May 1860, No. 863, Revenue Department.

15. With reference to the orders of Government noted in the margin, I also request that a Title Deed may be issued to me for that piece of land, and if His Excellency in Council is pleased to comply with my request, the land may be described as shown in the accompanying paper marked A, or as near thereto as the form of Title Deed will admit.

16. I request that the plan which accompanies may be returned to me.

From B. CUNLIFFE, Esq., Collector of Madras, to CLEMENT DALE, Esq., Receiver of the Carnatic Property, Madras, dated Sydapet, 9th February 1863, No. 42.

SIR,

1. I have the honor to reply to your letter* to the address of the Acting Collector, No. 23, dated 3rd instant.

* Plan returned separately.

2. I cannot admit the correctness of your deductions in paragraph 7.

3. During the survey of that portion of Madras, the piece of ground in front of Pugh's gardens, and measuring 14-11-244 was found unoccupied, not paying any assessment, and no party coming forward to claim it. It was therefore resumed on the part of the Government.

4. You state that it and the land forming now Mr. Norton's compound was included in a lease from Government, dated 2nd October 1807, and that the property coming into the hands of Mr. Joseph Pugh, was sold by that gentleman to the Begum. This lease contains Cawnies 35-6-0, and Mr. Norton's compound alone is of more than that extent, so that your explanation cannot stand.

5. You say also that as the Government servants demanded no rent of the Begum she was not likely to pay it without such a call having been made, and that no judgment against her having been obtained, the resumption by Government could not be maintained.

6. You say also that the two pieces of land form only one compound, there being no hedge between them, I have known the premises for sometime, and there certainly were very plain traces of such a demarcation, if they do not now exist, it is improbable also that the owner of Pugh's gardens would not have permitted the ground to have been so cut up with gravel pits, if it had formed part of that property; supposing, however, that the Begum had purchased the two pieces of ground from Mr. Pugh, are there no obligations to be performed on her part? Ought she not to have taken possession, to have obtained a Government Certificate, and to have exercised the rights of an ostensible owner of the land; if, as I assert, she and her vendors did none of these, however the Government servants to discover the alleged owner, and to demand the Quit-rent from her, and when the Government Officers look in vain for a proprietor, and resume the land, without objection taken, can the party who is supposed to take from the Begum, come in eight years afterwards and claim the land, the possession of the Government having been undisturbed in the interval? I think that this last query can only be answered in the negative, and that under these circumstances you would find it difficult to oust me.

7. On the other hand, I admit that the value of Pugh's gardens would be greatly enhanced by this land being attached to them, and if the Government are about to sell this property, and wish to increase its value by such addition, I only await their orders to make the ground over to you; in this case, however, considerably more than the twenty feet which you propose will be demanded by the Department Public Works for the conservancy of the river, but deducting their requirements, the remainder can be made over to you.

P. S.—Since writing the above I have visited the spot, and find unmistakeable signs of Pugh's compound having been separated from the piece under consideration. There exist portions of an hedge, and the trees in the compound, and on both sides of the adjoining public road, and the road itself, and exactly where the compound terminates.

I think, moreover, that if the area of the old lease of 1807 is measured, it will be found that the ground you request formed part of the river bed at that period, and that it has since been reclaimed, the river having changed its course to the southward.

ORDER THEREON, 1st May 1863, No. 757.

1. Under the circumstances explained in this letter His Excellency the Governor in Council authorizes the Collector of Madras to transfer the land adjoining Pugh's garden to the Receiver of the Carnatic property. A Tittle Deed in the prescribed form will be furnished to the Receiver under the signature of the Secretary to Government.

2. With reference to paragraph 12 of Mr. Dale's letter a space of twenty feet seems scarcely sufficient, thirty or thirty-five feet would be better reservation.

(True Extract.)

Secretary to Government.

To the Receiver of Carnatic Property with Title Deed and Plan.
" Board of Revenue.
" Collector of Madras.
" Political Department.

Exd. S. T. Augustin.

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Extract of Map

No 8-9

36 & 37

Pol. 1863 Dpth

107

Pros: of Govt: mtg
Rev: Dpth 757

D/ 1st
R/ 8th } May 1863
4 Spe Copies

No. 158.

Authorizing the Collector of Madras to transfer the land adjoining Right's Garden to the Receiver of the Carnatic Property

A/12-26: Secy/69 & 178

13th May 1863 No. 14 1/2

Recorded