M.R.O. 1—77,000—6-8-41.

(1) Number of pages 26

(2) Date of repair 18-11-41

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 641 Political Press Mis.

Dated 17th September 1915.

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, 12th August 1885, No. 99.

I have the honor to forward, for the orders of Government, copy of a letter * from the Dewan of Travancore, setting forth the terms upon which the Sirkar are willing to lease to Government the site of the Periyár project.

* No. 3200-P. 113, dated 11th instant.

2. If these terms are approved by Government no time need be lost in entering into the necessary engagement, and I enclose draft of an agreement which I have framed, which, when amended as may be considered necessary, may be submitted to the Dewan for his opinion.

ENCLOSURE.

From V. RAMIENGAR, Esq., C.S.I., Dewan of Travancore, to the Resident in Travancore and Cochin, dated Trivandrum, 11th August 1885, No. 3200-P. 113.

I have the honor to acknowledge the receipt of your letter, No. 790, dated the 6th instant, and proceed to state the terms on which His Highness' Government are prepared to grant the lease of the water and land required for the Periyár works.

I. All the lands which will be submerged (estimated to be about 8,000 acres), and such further land as may be required for the construction and preservation of the works, will, together with the water proposed to be diverted, be granted to the British Government on a perpetual lease in consideration of an annual rent of (40,000) forty thousand British rupees, payable by them to the Travancore Government for the use of such land and water.

II. The payment of such rent shall commence from the year in which any portion of the water of the Periyár river shall be diverted into British territory.

III. If the works be abandoned or fall into disuse, and if no portion of the waters of the Periyár be diverted, the land and water shall revert to His Highness' Government, and the payment of the rent by the British Government shall cease.

IV. His Highness' Government will continue as now to exercise all the rights of sovereignty over the land leased and all the inhabitants thereof.

V. All mines and minerals discovered in the land will be the property of His Highness' Government.

VI. Timber and bamboos required for the construction and preservation of the works, whether within the land to be leased or in its immediate neighbourhood, will be allowed to be felled on permits and sold to the British Government at a valuation.

VII. The area and boundaries of the land to be leased shall be shown as accurately as may be found possible in a map to be annexed to the lease deed.

ORDER—dated 17th September 1885, No. 641, Political.

Subject to the amendments shown in red ink, the Government approve the terms of the draft agreement. The draft, as revised, will be retransmitted to the Resident with a view to the formal concurrence of the Travancore Government being obtained. It will then be transmitted by the Resident to the Government Solicitor who will put it into legal form.

(True Extract.)

W. WILSON,
for *Chief Secretary*.

To the Resident in Travancore and Cochin, with draft agreement.
" Government Solicitor.
" Public Works department.

Exd. J. Wright.

This Agreement, Made at Trivandrum on the day of in the year of our Lord One Thousand Eight Hundred and Eighty five, Corresponding to the day of in the year One Thousand and Sixty one of the Malabar Era, for and on behalf of the Government of Fort Saint George on the one part, and on behalf of the Travancore Sircar on the other part,

The Dewan of Travancore, V. Ramiengar Esq^r C.S.I. being duly authorized on behalf of the Travancore Sircar, and the British Resident of Travancore, J. C. Hannyngton Esq^r, being duly authorized on behalf of the Government of Fort St George, do hereby Covenant and agree to let, rent or lease, in perpetuity, that fo

of the territory of Travancore
Situated on and in the vicinity
of the Periaur river, and shown
in the map or plan attached
to this agreement and measuring
about eight thousand acres more
or less, together with the entire right
to all waters flowing into, through,
or from, and all trees whatever
growing on the said area, together
with such land in the immediate
vicinity of the aforesaid eight
thousand acres and not exceeding
one hundred acres as may be
required for the due execution and
preservation of the Irrigation works
contemplated to be executed within
the said area and known as the
Periaur project. On an Annual
rental of forty thousand British
rupees, payable to the Travancore
Govt. and to be paid into the Treasury
treasury at Trivandrum as hereinafter

stipulated.
That is to say, the annual payment
of forty thousand Rupees shall com-
mence one year from the day upon
which the water which now flows
into the Travancore State, shall be
diverted and caused to flow into
British territory.
And, in as much as it is not now
convenient to define by survey
and demarcation the exact limits
and area required for the execution
of the contemplated Irrigation works,
it is hereby stipulated and agreed,
that should the area submerged
be found on subsequent measurement
to exceed eight thousand acres the
rent to be paid on the excess, shall
be proportionately charged at a
rate not exceeding five rupees per
acre per annum.
And it is stipulated and agreed that
the rights to all fishing over the

said area shall be held by the
Government of Fort St George.

And it is stipulated
and agreed that the Government
of Fort St George shall have
the right (within the said area)
to fell without reservation all
timber whatsoever growing within
the limits of the said area and
to use the same on payment of the
usual and existing rates) And, it
is stipulated and agreed that all
Government rights, and all rights to
Minerals and precious stones
excluding stone lime, &c required
for the works within the said area
are reserved and belong to the
Travancore State,

And it is further stipulated and
agreed that the Government of
Fort St George shall have the

the option of at any time surrender-
ing the area hereby rented, let or
leased, and upon such surrender
the whole shall revert to the
Travancore Sircar, and payments
of rent shall cease but all
Machinery and plant whatever
shall be at the disposal of the
Government of Fort St George which
shall remove, dispose of, or abandon
the same within a period of two years
from the date of such surrender.

Copy of draft agreement

No. 3200
P. 113

Huzur Cutcherry
Trevandrum 11th August 1886

To

J. C. Hannyngton Esqre
British Resident of Travancore
&c &c &c

Sir,

I have the honor to acknowledge receipt of your letter No. 790 dated the 6th Instant, and proceed to state the terms on which His Highness's Government are prepared to grant the lease of the water and land required for the Periar works.

1. All the land which will be submerged (estimated to be about 8,000 acres) and such further land as may be required for the construction and preservation of the works, will together with the water proposed to be diverted, be granted to the British Government on a perpetual lease in consideration of an annual rent of Forty thousand (40,000) British Rupees payable by them to the Travancore Government for the use of such land and water.

II. The payment of such rent shall commence from the year in which any portion of the water of the Perriar River shall be diverted into British territory.

III. If the works be abandoned or fall into disuse, and if no portion of the waters of the Perriar be diverted the land and water shall revert to His Highness' Government and the payment of the rent by the British Government shall cease.

IV. His Highness' Government will continue as now to exercise all the rights of Sovereignty over the land leased and all the inhabitants thereof.

V. All mines and minerals discovered in the land will be the property of His Highness' Government.

VI. Timber and bamboos required for the construction and preservation of the works, whether within the land to be leased or in its immediate neighbourhood, will be allowed to be felled on permits and sold to the British Government at a conventional valuation.

VII. The area and boundaries of the land to be leased shall be shown as accurately as may be found possible in a map to be annexed to the lease-deed.

I have &c

/signed/ V. Ramiengar

Dewan

/True copy./

Ramsay

Resident

J.S.

No. 99.

Resident's Office,
Trivandrum,
12th August 1885.

From,

J. C. Hannyngton Esqre

President in Travancore and Cochin,

To,

The Honble. Forbes Webster

Chief Secretary to Government,

Fort St. George.

Sir,

No 3200/P 113 d/11th Inst.

I have the honor to forward for the orders of Government a copy of a letter* from the Dewan of Travancore, setting forth the terms upon which the Sirkar are willing to lease to Government the site of the Periyaur Project.

2. If these terms are approved by Government no time need be lost in entering into the necessary engagement, and I enclose a draft of an agreement which I have framed, which when amended as may be considered necessary may be submitted to the Dewan for his opinion.

I have the honor to be,
Sir,
Your most Obedient Servant

Resident.

CURRENT NO. 812

188 .

Political Department.

From

The Resident in Travancore & Cochin,

To

The Chief Secretary to Government,

Fort St. George.

Dated 12th Augt 186

Received

No. 99.

Enclosures 2.

1st

Forwarding Copy of a Letter from the Dewan of Travancore setting forth the terms upon which the Sirkar is willing to lease the site of the Periyaur Projects

NOTE FOR THE CHIEF SECRETARY.

C. No: 811.

The draft agreement seems unobjectionable, except in one particular. It is provided that the "Govt of Fort St. George" shall have the right to fell, without reservation, all timber whatsoever growing within the limits of the said area, and to use the same, on payment of the usual and existing rates."

The stipulation suggested in the 2d/o letter to the Resident d/ 19th June 1883 quoted below would it is thought be more satisfactory, than of the annual rental be increased in consequence

113 They (the Madras Govt.) "shall have the right to cut, or their payment, any timber, &c. on the land taken up, and to quarry any material required for the works within those limits."

The payment for timber under the terms of the draft Agreement will be an uncertain amount, and may give rise to friction hereafter. And if the reserved right to "minerals" is held to include Stone &c required for the works, the amount which the Govt may be called on to pay can scarcely be estimated.

R.G.

18.8.85.

These papers
come up in
very confused
state. Counsel
be asked to
file them in
order and letter
& mail them
accurately. A.G.S.
Office notes & all

Ret. of Counsel dated
Dec 6 1880 and
the proposed C.C.O.
annexed.

The G.O. in Chic
5/11 & 887 has effect
herewith returned
duly attested.

Copy of the
Draft agreement
with the suggested
revisions. I should
be returned in the
file 6/11/87

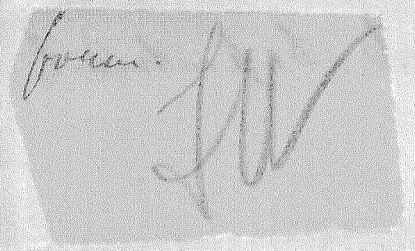
Ref. p. no. 641 of 1766 Ltr

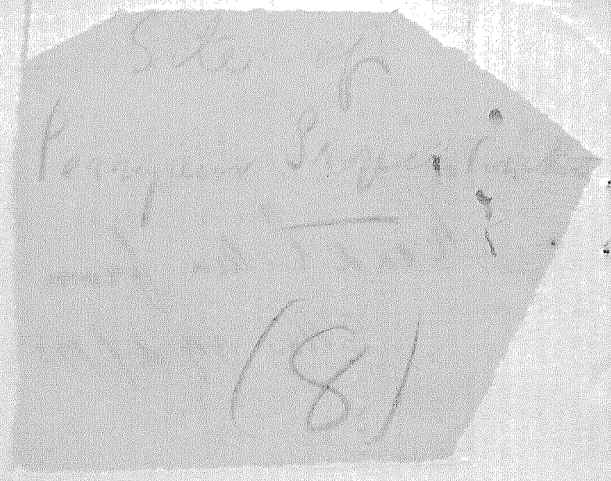
Political Department

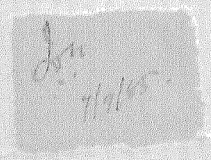
Read letter from the Resident
No: 99 d/ 11 August 1886.

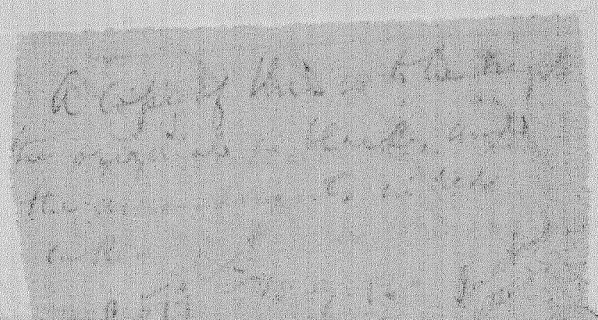
PS Order 17 Sept/86 ✓ 641

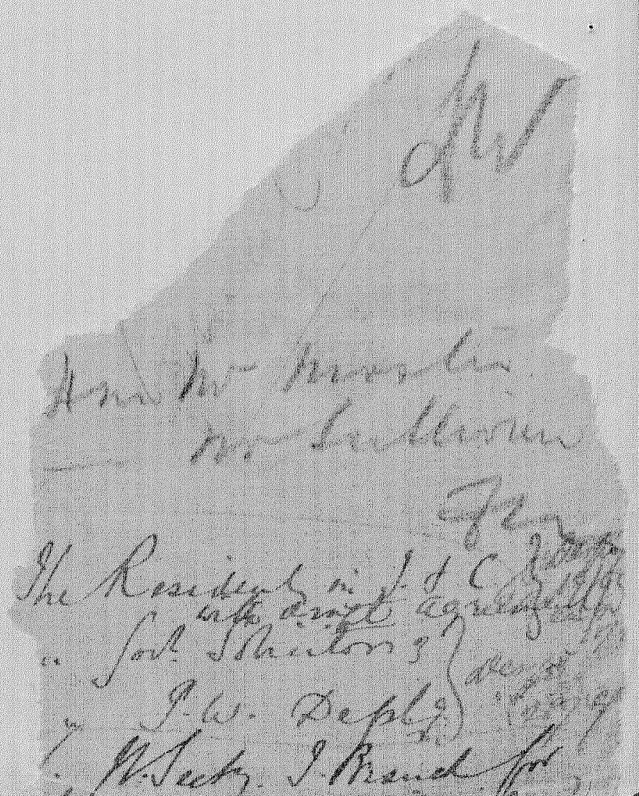
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Original

Govt. of {1885} Madras.

POLITICAL.

Issued

Recd. Encl.

G.O., 17th September 1885, No. 641.

SEPTEMBER.

Periyar Project.

Approving, with certain alterations, the draft agreement for the leasing of the site of the —, and requesting that the Sirkar's formal concurrence may be obtained to the amendments made.