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Revenue Department

Minutes of Consultations

23rd Dec 1857

Back Numbers 65-66

Order no. 1343 of 23rd Dec 1857

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பாதுகாப்பு பிரிவு–1

செப்பனிடுபவர் பெயர்

செப்பனிடுவதற்காக எடுத்துக்
கொள்ளப்பட்ட நாள்

சரிபார்க்கும்
முதல் மு.நி.பா.எ.
கையொப்பம்

சரிபார்க்கும்
2–ம் மு.நி.பா.எ.
கையொப்பம்

ஆராய்ச்சி
உதவியாளர்
கையொப்பம்

1343/2

Fort Saint George, Revenue Consultation of 23d December 1857.

No. 65. Read the following letter from W. ROBINSON, Esq., Acting Collector of Malabar; to E. MALTBY Esq., Acting Chief Secretary to Government Fort St. George; dated Cochin 16th November 1857, No. 165.

Sir,

I have the honor to submit for favorable consideration the accompanying representation of James Oughterson, Esquire, of Cochin, relative to the conditions of his building lease, granted by the late Mr. Conolly under the authority of an order in Council dated 25th November 1853.

Dated 13th November 1857.

"That the said James Oughterson &c. &c. shall "not appropriate the said land to any other use "than that of shipbuilding."

2. Mr. Oughterson finds the first condition and restriction very inconvenient, and I consider that it is neither necessary nor expedient to continue it.

3. The firm of Messrs. Oughterson and Co. is the principal ship building firm of Cochin, but this class of business has greatly decreased and it is not likely to recover its importance. General commerce and especially the oil trade are on the other land rapidly increasing, and the building yards are now used as oil yards and places of general business.

4. Steam saw mills have been erected on part of the land included within this lease, and it is in contemplation to extend this and other business connected with general trade, but the restriction now complained of imposes an unwholesome and unnecessary restriction on the free use of the ground.

5. There are very few ships on the stocks in Cochin at the present; the largest is being built by Messrs. Oughterson and Co. There are 9 extensive building yards besides the one the subject of this correspondence, affording space far beyond what there is any demand for.

6. Mr. Oughterson will reserve for this branch of his business all the space it requires in the yard, but I consider that the restriction should be cancelled.

7. *"The lease is to be in force for the period "of twenty-five years, at the expiration of "which time it shall revert to Government.*

7. Mr. Oughterson it will be observed desires likewise to cancel condition 9. The object of this condition is not very intelligible. Mr. Oughterson has erected buildings and plant worth £ 6,000 on this and the adjoining piece of land. Extensive saw mills are in partial operation, and considerable further outlay and improvement are prevented, by the natural fears which such condition as this inspires. I would therefore beg with reference to the views enunciated in Extract from the Proceedings of the Board of Revenue noted in the margin, that this condition may be cancelled, and the lease remain good as long as the quit* rent which amounts to Rupees 1,000 is paid.

Dated 30th April 1856, *No.* 1293.

* *The ground measures little more than an acre.*

8. Mr. Oughterson has been at large expense in reclaiming land from the river, and there is no doubt that his embankment had incidentally the effect of saving a large outlay on works intended to preserve the bank of the river.

From Mr. JAMES OUGHTERSON; to W. ROBINSON, Esq., Acting Collector of Malabar, Cochin; dated 13th November 1857.

Sir,

I have the honor of enclosing for your perusal the lease granted to me by Government of No. 10 building yard, and shall feel much obliged by your giving Clauses 1st and 8th your consideration, trusting you will be able to recommend a modification of the terms upon which they are framed.

The 1st Clause prevents my doing any other business upon the ground but ship building, which is most inconvenient, as (without interfering with that branch) I find it indispensable sometimes to use the ground in question, for general purposes when crowded on other parts of my premises; and when building is dull, and nothing doing, it is hard for me to pay rent whilst interdicted from using the land rented.

Clause 8th limits the lease to 25 years, when Government resume possession; this time I crave an extension of, as I saved Government Rupees 8,000 expenditure, the estimate for repairing No. 10; and having laid out a considerable sum upon buildings, machinery, plant, &c. with further expenditure in prospect, I trust I may be put upon the same footing as other renters of land in Cochin, who have not invested to the extent I have in permanent improvement.

I ask no more, and trust you may see fit to support my request to cancel Clause 1st, and extend the term of the lease to as lengthened a limit as possible.

No. 66. ORDER THEREON, No. 1343; dated 23d December 1857.

The Acting Collector of Malabar submits a letter from Mr. Oughterson of Cochin, on the subject of the building lease granted to him under the authority of the order in Council dated 25th November 1853.

2. Mr. Oughterson refers to the 1st and 9th conditions of his lease, the former requiring that the land under lease shall not be appropriated to any other purpose than that of ship building; the latter that the lease shall be in force for 25 years, and that afterwards the land shall revert to Government. He represents the inconveniences arising from these conditions, and seeks to be freed from them.

3. The Government observe that Mr. Robinson should have addressed them through the Board of Revenue; this was incumbent on him as the previous correspondence on the subject had passed in consultation with that authority, and more especially as reference is now made in para. 7 to some views enunciated in the Board's proceedings of the 30th April 1856, regarding which the Government have no information.

4. Before therefore passing a decision on the Acting Collector's recommendations, the Right Honorable the Governor in Council resolves to forward the above letter and its enclosure to the Board of Revenue for their consideration and report. The Board will be requested, in submitting their report, to furnish information as to the terms of Mr. Oughterson's lease, as well as in respect to the terms that have been given to other renters; they will also supply a sketch of Mr. Oughterson's land as well as of the neighbourhood, and state whether, in the event of a necessity arising, ship building for Government purposes could be carried on on ground independent of that now rented to various parties at Cochin.

(Signed) H. FORBES,
Acting Secretary to Government.

No 165. 1343/3 Cochin 16 November 1857

From

A. Robinson Esquire,
Acting Collector of Malabar

To

E. Maltby Esquire,
Acting Chief Sct to Government
Fort St George.

Sir,

I have the honor to submit for favorable consideration the accompanying representation of James Oughterson Esquire of Cochin, relative to the conditions of his building lease, granted by the late Mr Conolly under the authority of an order in Council dated 25 November 1853.

2. Mr Oughterson finds the first condition and restriction very inconvenient, and I consider that it is neither necessary nor expedient to continue it.

That the said James Oughterson &c &c shall not appropriate the said land to any other use than that of ship-building;

3. The firm of Mesrs Oughterson and Co is the principal ship building firm of Cochin, but the cessation of business

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business has greatly decreased and it is not likely to recover its importance. General commerce and especially the Oil trade are on the other hand rapidly increasing, and the building yards are now used as Oil yards and places of general business.

4. Steam Saw Mills have been erected on part of the land included within the lease, and it is in contemplation to extend this and other business connected with general trade, but the restrictions complained of in this case are somewhat unnecessary restrictions on the free use of the grounds.

5. There are very few ships on the stocks in Coeburn at the present, the largest is being built by Messrs Oughterson and Co. There are 9 extensive building yards besides the one the subject of this correspondence, affording space for beyond what there is any demand for.

6. Mr Oughterson will reserve for this branch of this business all the space it requires in the yard but I consider that the restriction should be cancelled.

7. Mr Oughterson will be allowed [illegible] to cancel

9. The first is the condition 9. The object of this condition is not very intelligible. Mr Oughterson has erected buildings and plant worth £ 6000 — on this and the adjoining piece of land. Extensive Saw Mills are in partial operation & considerable further outlay & improvement are prevented by the natural fears which such condition as this inspires. I would therefore beg most respectfully to the views enunciated in Extract from the Proceedings of the Board of Revenue to be sanction that this condition may be cancelled, and the lease remain good on the yearly rent which amounts to Rupees 1000 — — as paid.

8. Mr Oughterson has been at large expense in reclaiming land from the river, and there is no doubt that he can [illegible]

dated 26th. April 1856. No. 1295.

* The yearly rent is little more than an acre.

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embankment had incidentally the effect
of forming a large natural bay on your Estate
which to preserve the banks of the
Thames

I have the honor to be
Sir
Your most Obedient Servant

Cochin 13th November 1857.

1343/6

To

W. Robinson Esqre
Acting Collector of Malabar
Cochin

Sir,

I have the honor of enclosing for your perusal, the lease granted to me by Government of No 10 Building Yard, and shall feel much obliged by your giving Clauses 1st & 8th your Consideration. Trusting you will be able to recommend a modification of the terms upon which they are framed.

The 1st Clause prevents my doing any other business upon the Ground but Ship building, which is most inconvenient, as (without interfering with that branch) I find it indispensable sometimes to use the ground in question for general purposes when crowded on other parts of my premises, and when building is dull, and nothing doing it is hard for me to pay rent whilst restricted from using the Land rented.

Clause 8th limits the lease to 25 Years when Government resume possession this time I crave an extension of, as I saved Government Rs 8000 by expenditure the estimate

estimate for repairing No 10 and having laid out a considerable sum upon build. -ings Machinery plant &c. with further expenditure in prospect I trust I may be put upon the same footing as other renters of land in Cochin who have not invested to the extent I have in permanent improve. -ment.

I ask no more and trust you may see fit to support my request. to cancel Clause 1st and extend the term of the lease to as lengthened a limit as possible.

I have the honor to be
Sir
Your most obedient Servant
Samuel Knight

Pwd 1857

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R. D

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No 1343

Extract from the Minutes of Consultation
Under date the 23rd December 1857.

Read the following
letter from the acting Collr
of Malabar.

(Here enter 16th November 1857 No 165)

The acting Collector
of Malabar submits a
letter from Mr Oughterson
of Cochin on the subject of
the building lease granted
to him under the authority
of the order in Council dated
25th November 1853.

2 Mr Oughterson
refers to the 1st and 9th Condi-
tions of his lease, the former
requiring that the land to
under lease shall not be
appropriated

appropriated to any other purpose than that of ship building, the latter that the lease shall be in force for 95 years, and that afterwards the land shall revert to Government. To represents the inconveniences arising from these conditions, and seeks to be freed from them.

3 The Government observe that Mr. Robinson should have addressed them through the Board of Revenue, this was one incumbent on him on the previous correspondence on the subject had passed in consultation with that authority, and more especially as reference is now made in part 7 to some views enunciated in the Board's proceedings of

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of the 30th April 1856, regarding which the Government have no information.

4 Before therefore proceeding a decision on the petitioners proposals the Right Honorable the Governor in Council requires to forward therewith letter and its enclosure to the Board of Revenue for their consideration and Report.

The Board will be requested in submitting their report to furnish information as to the terms of the Englishmen's leases as well as in respect to the terms that have been given to other renters, they will also supply a Model of

of Mr Oughterson's Land
as well as of the neighbour-
hood, and state whether,
in the event of a necessity
arising, ship building for
Government purposes
could be carried on on
ground independent
of that now rented to
various parties at Cochin.

Sd/

Copies to the Bd of Rev
with Copy of the letter
with Govt Dispatch

1343/10

Revenue 1857 April
Cons 232 Rec.

No 1343.

Cochin Minute of Counc.
Ex tract 23d March 57.

Extract Proceedings of the Govt
of Madras in the Revenue Dept
23d March 1857.

Reporting to the Govt
Board for approval the conditions
of the Tenure under which
the Cochin Government granted
to Mr Oughterson a piece of Ground
under the sanction of the
Order in Council dated
25th March 1853.

1655 to 66.