பாதுகாப்பு பிரிவு

செய்யனிருபவர் பெயர்

செய்யனிருவதற்காக
எடுத்துக்கொள்ளப்பட்ட நாள் 7/06

செய்யனிட்டு முடித்த நாள் 10/2006

சரிபார்க்கும்
முதல் மு.நி.பா.எ.
கையொப்பம்

சரிபார்க்கும்
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கையொப்பம்

உதவியாள
கையொப்ப

Fort Saint George, Revenue Consultation of 5th May 1857.

No. 43. Read the following *Extract from the Minutes of Consultation in the Political Department, dated 21st April 1857, No. 304.*

Read the following papers.

From Surgeon E. G. BALFOUR, Government Agent at Chepauk; to T. PYCROFT, Esq., Chief Secretary to Government, Fort St. George; dated 27th December 1856, No. 159.

SIR,

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, resumable 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 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 and 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 indeeed been neglected to be claimed for Government, as from what I have been told, has been indeed the case, 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 advan-
" tages, arising or to arise thereby unto the said Messrs. Francis Latour and Co., their Heirs,
" Executors, Administrators, or 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 therefor yearly and every year, unto the said President and Council of
" Fort Saint George, for the time being, the rent of Pagodas 20-41-13 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 Presi-
" dent and Council of Fort Saint George for the time being, for the use of the said Company,
" the full and just sum of thirty Pagodas current money of Fort Saint George; and the said
" Messrs. Francis Latour and Co. do hereby for themselves, their Heirs, Executors, Administra-
" tors and 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 Messrs. Francis,
" Latour and Co., their Heirs, Executors, Administrators or Assigns, shall and will truly
" pay or cause to be paid unto the said President and Council of Fort Saint George, for the
" time being, the said yearly rents and sums hereby reserved at the times, and in the manner and
" form aforesaid, according to the reservation thereof, for and during the term hereby demised:
" and further that the said Messrs. Francis Latour and Co. their Heirs, Executors, Adminis-
" trators 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 charges, will 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 and 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 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, willingly 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 bounds; *provided always*, that if the said Messrs. "Francis Latour and 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 and Co., "their Heirs, Executors, Administrators or Assigns, are or ought to be done and performed, that "then 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 and Co., "their Heirs, Executors, Administrators and Assigns, that the said Messrs. Francis Latour and "Co., their Heirs, Executors, Administrators or Assigns, paying the said yearly rent and sums "reserved, and performing the covenant hereinbefore 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 terms 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, ejection 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 Presi- "dent 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 and Co., their Heirs, Executors, Ad- "ministrators, and Assigns, that they the said Messrs. Francis, Latour and Co., their Heirs, Exe- "cutors, Administrators, or Assigns, fulfilling the covenants, and agreements, herein before con- "tained, 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 Saint 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, and caused the "seal of the said Company to be affixed, in Fort St. George, the day and year first above writ- "ten."

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

From Surgeon E. G. BALFOUR, Government Agent at Chepauk; to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 9th January 1857, *No.* 7.

SIR,

The Right Honorable the Governor in Council in Extract Minutes of Consultation No. 17 of 1857, directs to be furnished with a list showing the several leases referred to in my communi- cation of the 27th December No. 159 of 1856; the dates when they were respectively executed; the quit rent payable annually when any; the fines payable when and to what amount; and what have been and have not been duly paid according to the terms of the lease. I have the honor to report that my former letter had reference to every original grant or indenture of land leased by this Government for building purposes to parties. The terms in the few grants found amongst the records of the Carnatic Durbar, having attracted my attention, the facts as they subsequently were mentioned to me appear to be as follows.

2. The lands are granted for 99 years for building purposes, to be possessed so long as a tenantable building remains thereon, at an annual quit rent; with a fine every 30 years of 30 Pagodas, and renewable or not at the pleasure of Government at the end of 99 years by payment of another fine of 100 Pagodas, and if so renewed, the lease stands good for another 99 years.

3. I have the honor to mention that copies of all the leases in Chepauk palace can be furnished. But my letter had reference to the whole building grants given by the Government, for which the annual quit rents are regularly demanded and paid, but neither the 30 years fine

nor the 99 years fines have ever, in any case, so far as I can understand, been even asked for; and however inadvertently the 30 years fines may have been neglected, the 99 years fines or resump- tion need not in my opinion be so, and it was with this reason that I addressed Government. But the minute information required by Government can only be furnished by the Board of Revenue.

MEMORANDUM.

Lands held at the Presidency on lease from Government.

27th December 1856. 1. Shortly after assuming charge of the Dufter of his Highness the late Nabob of the Carnatic, Dr. Balfour brought to the notice of Government, the existence of certain deeds, whereby Government had conveyed to the Nabobs, their "heirs, administrators and assigns" certain lands within the Presidency limits on certain terms.

2. Some of these lands have been sold out-right by the Government. The greater portion however, are merely 99 years' leases on a quit rent, resumable or not at the expiration of that term. Fines are payable every thirty years; houses must be built on the land and kept in repair, the lessee is at no hand to sub-let the premises to persons not under the *license* of the Company, or in any way hostile to that honorable body. And at the expiration of 99 years on payment by the lessee of a fine of 100 *Pagodas*, then "this lease shall and may be renewed for a further term "of 99 years *upon such terms and conditions as may be deemed reasonable.*"

3. Dr. Balfour believes that these periodical fines and their rights in reversion have been heretofore neglected by Government, the first, advisedly, and the second, unwittingly, and he recommends a scrutiny.

7th January 1857. 4. In reply, he was requested to submit a list of the leases with full particulars, and he explains that his letter had reference, not only to the Chepauk grants (copies of which can be had, if desired) but "to *9th idem.* "the whole of the building grants given by Government, for which the "annual quit rents are regularly demanded and paid; but neither the "30 years' fines nor the 99 years' fines have ever, in any case, so far as I can understand been "even asked for."

5. It appears from the records in the Government office that these leases (the terms of which have been correctly described above) were first granted in the year 1774 *tempore* Governor Alexander Wynch. The number on the roll is 1,366. Some are for land in the Mofussil Can- tonments and stations, but the major part are for building sites in Madras itself. The Governor took a lease, so did Sir Hector Munro, and many other notables, Lushingtons, Sullivans, Chases &c.

6. The next paper on record is a letter to Lord Hobart from the Board of Revenue dated 1st June 1797. It appears that the Superintendent of Company's land had sent up to the Board several applications for the issue of "grants" in respect of sundry gardens, in the possession of the applicants, who at the same time produced as title deeds, some *Choultry Court* Bills of Sale and some Sheriff's Bill of Sale. The Board were led to call for a list of all gardens held under these two titles, and it was elicited that cawnies 1171 were so held, out of which 185 only paid any quit rent.

In whatever way these lands were transferred from one holder to another, the Government quit rent, the Board opined, must still be paid. In July 1794, they observe, an advertisement was published requiring all persons holding grants of Government to have the same registered; and they recommend that on the payment of arrears at 1½ Pagoda per Cawny from the said date, grants be issued to all applicants whose title deeds are of an age antecedent to July 1794, and that the same be refused for all enclosures made without the sanction of Government subsequently to that advertisement. This refusal, it is supposed, as the Government are in the position of chief landlord, would be equivalent to an ouster.

But see para. 10.

7. No answer to the above is forthcoming in the records at the Government office.

8. On the 16th May 1800, the Board having reported to Government the existence of a great variety of titles to land prevailing in Black Town, the difficulty in ascertaining the right

belonging to each person and the encrochments on the rights of the Company, the Government (7th June following) directed the Board as follows.

A. A register of all holdings to be established in the Board's office, with a record of all title deeds.

B. Regular Certificates to be granted to all who asked for them either in lieu of former title deeds, or where the possessors may have occupied the ground without any.

C. Persons shown to have been 30 years in undisturbed occupation of Company's ground not to be deemed trespassers, but to be furnished with formal grant without any payment on account of purchase money.

D. Where encroachments have been made within 30 years the ground to be sold, a preference or right of pre-emption being allowed the present incumbent.

21*st August* 1800.
6*th September* 1800.

9. The Board are not well pleased with these terms; they deprecate them as unnecessarily liberal, and deplore the loss of revenue, which will arise from the limitation of the retrospect. The Government, however, adhere to their former resolution. They still think the severer scrutiny impolitic. To prevent future abuses, they will allow the Superintendent of lands a commission of 2½ per cent. on all sales.

10. On the 27th October in the same year, the Board again bring before Government the subject discussed in their letter unanswered, of the 1st June 1797. The Government on this occasion lose no time in replying. On the 31st idem they record their opinion and give their orders on the whole subject as under.

A. They agree with the Board that no bill of sale whatsoever can exempt the incumbent from the payment of quit rent. All such title deeds both within and without Black Town should be at once called in, and grants and certificates be granted in lieu thereof. A grant, if the ground is more than one cawny in extent, a certificate, if under.

B. The Board therefore will consider no ground exempt from quit rent, unless under a Government grant specifically exempting the holder from such acknowledgment. In such cases a fresh certificate to be issued on the same terms.

C. Henceforth the grant of Government on the certificates of the Board shall be the only title deeds in force.

Note.—The Board state that in two villages only land extending to 1,100 Cawnies and assessable (at the usual rent of 1½ Pagodas per Cawny) at 1500 Pags. has been so enclosed.

D. Approve of the Board's suggestion to demand arrears of quit rent from all Proprietors of gardens who have neglected obedience to the repeated notifications of Government, requiring them to take out grants from the period of enclosure. But in no case are the arrears to be demanded for any period antecedent to 1st January 1791.

* *Explained in a subsequent letter as the fine payable every thirtieth year.*

11. Nothing further comes on record till the year 1812. The Board then, October 5th, lay before Government 25 applications for grants received by them through the Collector of Madras. In one of these cases it was reported that payment of *reserved* rent* had been resisted on the plea, that the present proprietor was not in possession at the time that the same became due; "The stipulation it appears was heretofore considered a mere form and its fulfilment never "required." The Board therefore recommend that no demand for arrears on account of reserved rent be preferred except in cases where no transfer in the property may have taken place subsequently to the expiration of the term of payment.

12. The Government concurred and directed the Board to publish a Notification to the foregoing effect, at the same time, they enquired whether there would be any objection to the issue of grants in future from the office of the Collector of Madras.

13. The Board 22*d July* 1813 report that they have consulted Mr. Ellis the Collector who has been in communication with the Law officers, and that there appears to be no objection to the

change in the mode of issue. Some rules in regard to the form of the new Certificates had been drawn up by Mr. Ellis, which the Board, with some modifications, approved of,* Mr. Ellis had been informed by the Law officers that the grant is a legal and not a *revenue* document. It will accordingly, the Board suggest, be necessary to guard against the interference of the Supreme Court by express Regulation. The Board are already engaged in preparing a Regulation for "every branch of "revenue in the Collectorate, and in submitting that draft "they will enter more fully into the subject."

* *One of these was designed to secure both the 30 years' fine and the 99 years' fine, and further the discharge of all fines due for broken periods whenever grants may be renewed.*

14. On the 31st following, Government informed the Board that a reference would be made to the Law officers. This was done the same day.

Two questions were put to the Advocate General.

1st. Whether payment can be enforced by distraint, or by any other mode of proceedings warranted by the Company's Regulations.

26*th November* 1813. *Answer.* Distraint would be lawful.

2ndly. Supposing the 1st question answered in the negative, can the necessity of resorting to legal process for payment of quit rent be legally obviated by following the suggestion made by the Board, to the effect that a clause should be added to the certificate making the ground and buildings liable to resumption of quit rent, or in any other way?

30*th November* 1813. *Answer.* No additional clauses need be added to the printed grant now in use.

15. The foregoing opinion was transmitted to the Board and it having been stated by them in their letter of the 22d July preceding that the Company's Law officers saw no objection to the issue of grants under the seal and signature of the Collector of Madras, that arrangement was sanctioned. The Board were to take care that the precise form of the grant be approved of by the Law officers, and the sanction of Government would still be required before each issue. The Government, at the same time, authorized the publication of the draft rules drawn up by the Collector, provided the Company's legal advisers should not see legal objection to the levying the reserved quit rent or fine from the person who may be in possession of the ground when such fine falls due.

7*th March* 1828.

16. In 1828, the subject again comes forward in a letter from the Board of Revenue, and is disposed of by Government on the date noted in the margin. The Board submit new forms of instrument prepared by the Advocate General and recommended by him to be substituted for the grants and certificates at present in use by the Collector of Madras.

17. The present Company's grant is objected to, because while confessedly nothing more is intended by the deed than to lease out the *interest of Government* in the ground, saving all other interests, yet, by the terms of it an *absolute property* is asserted, and in practice the applicant has to give up his title deeds by which he obtained and holds possession of his ground, and "to consent to their being cancelled." This done, he is permitted to take out his grant, "in fact he gives "up his right to Government, and receives it back with a boon with certain additions attached to it."

18. This course is highly objectionable as creating a confusion of title. No deed of the kind should be executed by Government, except when a party is in possession under a good title. Then the Government may issue their instrument confirming the possession, so far as the Company is concerned in consideration (a) of the good title aforesaid and (b) of a covenant on behalf of the party in possession to pay a yearly quit rent *as a commutation of the Government interest*† on the ground, it being provided that Government may distrain in default, a counterpart to be executed by the party and lodged with the Collector.

† *i. e. the share of the produce of the land due to Government as chief proprietors.*

19. Form A is adopted to the case of an original purchase from Meerasidars. Form B. to the case of a purchase or transfer from an intermediate possessor.

Both these Documents were to be sealed with the Company's seal, and in neither is there any notice whatever of the fine at the end of 30 years, or of that leviable on a fresh lease at the end of 99 years. In fact no period is assigned for the expiry of the demise.

20. Form C is a form of Petition to be presented by parties on succeeding to property to the Collector; and Form D is the recognition by the Collector of the receipt of such petition. This document is not sealed with the Company's seal.

7th March 1828. 21. Government approved these instruments and directed they should serve in lieu of those heretofore in use.

17th June 1833. 22. Five years afterwards the Board discover that in the interim the Collector has been affixing his own seal to each certificate. Government authorize the Collector in future to send the documents to the Government office to be sealed.

23. On the 22nd August 1853, the Board submit their opinion on the general question as to the modifications which may be made at the present date, in the forms of these Certificates. They observe that the provisions of Act XII. of 1851, "*an Act for securing the land Revenue "of Madras,*" render it unnecessary to retain the clause providing for distraint. They think too that the Collector's seal may be affixed to the document in lieu of the Government office seal belonging to the East India Company. The only reason for the use of the latter has been the fact of the recital of the deed referring to it. To meet this, they proposed to score out so much of the recital.

4th October 1853. 24. Government concur generally, but resolve to forward the question of the seal to the Advocate General. They would not however score out any part of the deed so long as any copies of the old form are yet in store.

7th October 1853. 25. The Advocate General replies that as a general rule, the seal of the Collector would not bind the East India Company; but he sees no objection to its use in lieu of the Company's seal "if the Governor "in Council shall make an order authorizing the Collector so to do."

26. The order was made accordingly in Extract Minutes of Consultation under date the 22nd idem.

26th March 1857. (Signed) D. F. CARMICHAEL.
Dy. Secretary.

NOTE.—In 1855, Government after a correspondence with the Collector of Madras, the Boardof Revenue and Mr. Sydney Smith, the Advocate General, moved the Honorable D. Eliott to propose a Bill for supplying a defect in Act XII. of 1851 aforesaid. That Act contained no provision for the sale of *the land* in the realization of the Revenue of Madras. The Advocate General in his letter 14th March 1854, objected to the forms approved of in 1828, under the advice of Mr. Compton then Advocate General, for Government grants and certificates for Lands. They appeared to him to commit the Collector to an inquiry into the title of the party in occupation, and also to contain a ratification on the part of the Company of the procedure by which the land has come into the possession of its present holder. This

22d May 1855. objection was brought to the notice of the Honorable D. Eliott, with an intimation that the inconveniences alluded to had never once been felt during the 26 years Mr. Advocate General Compton's form had been in use.

(Signed) D. F. CARMICHAEL,
Dy. Secretary.

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1. Shortly after assuming charge of the Dufter of his Highness the late Nabob of the Carnatic, Dr. Balfour brought to the notice of Government the existence of certain deeds, whereby Government had conveyed to the Nabobs, "their heirs, Administrators and Assigns," certain lands within the Presidency limits on certain terms.

2. These Grants were, Dr. Balfour said, merely 99 years' leases on a quit rent, resumable or not at the expiration of that term. Fines are payable every thirty years; houses must be built on the land and kept in repair, the lessee is not to sub-let the premises to persons not under the *license* of the company, or in any way hostile to them. And at the expiration of 99 years, on payment of a fine of 100 *Pagodas*, then, "this lease shall and may be renewed for a "further term of 99 years *upon such terms and conditions as may be deemed reasonable.*"

3. Dr. Balfour believes that these periodical fines and their rights in reversion have been heretofore neglected by Government, the first advisedly, and the second unwillingly, and he recommends a scrutiny.

7th June 1857. 4. In reply, he was requested to submit a list of the leases with full particulars, and he explains that his letter had reference,

9th idem. not only to the Chepauk grants (copies of which can be had, if desired) but, "to the whole of the building Grants given by Go-"vernment, for which the annual quit rents are regularly demanded "and paid; but neither the 30 years' fines nor the 99 years' fines have ever in any case, so far "as I can understand, been even asked for."

5. It appears from the records of the Government office that these leases (the terms of which have been correctly described above) were first granted in the year 1774, *tempore* Governor Alexander Wynch. The number on the roll is 1366, some are for land in the Mofussil Cantonments and stations, but the major part are for building sites in Madras itself. The Governor took a lease, so did Sir Hector Munro and many others.

6. The grants here alluded to were in the old form which has not been in use for the last 30 years. The mere recent forms introduced in 1828 do not contain the stipulation for the 30 or 99 years' fine. As regards the old grants, the first of these conditions would seem never to have been regularly enforced, and the 99 years' fine, if the grants date only from the year 1774, has not yet become payable.

7. The Right Honorable the Governor in Council would however wish to have some further information in respect to these grants. He resolves therefore to refer the Government Agent's letters and the Memo. of correspondence drawn up by the Deputy Secretary to the Public Department, in view to the Revenue Board being called upon to procure lists of the grants of this description still extant for lands either at Madras or in the Provinces, with explanation as to the nature and extent of the property held under each of them, what fines have been paid, and when not paid, the circumstances under which the demand was intermitted, with any other particulars that may be ascertainable. The Government Agent will also be requested to submit a list of these grants held by the Carnatic Sircar, with similar information in respect to them, as far as he can afford it.

(True Extract.)
(Signed) T. PYCROFT,
Chief Secretary.

No. 44. ORDER THEREON, *No.* 415; *dated 5th May* 1857.

Ordered to be communicated to the Board of Revenue, with a request that they will procure and submit to Government lists of the description required in para. 7 of the foregoing Minutes of Consultation.

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

houses thereon must, as a condition

Ext. Copy-Rec'd p. Lawrence Oct 6 1857

Government Agents Office

27th December 1856.

No 159 of G. A. 6/415

To the Hon'ble Sir

From

Surgeon E. G. Balfour

Government Agent at Chepauk

To.

J. Pycroft Esquire

Chief Secretary to Government

Fort St George

Sir,

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, resumable 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 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 con-
trol; 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
and 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 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

is arising solely from the rapid rever-
sions of the long leases - The Govern-
ment 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 these will show;
and the sooner measures are taken to
shew the rights of Government, the better,
for the small nominal payment made
at first sufficiently shewed 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
"its benefits and advantages, arising
"or to arise thereby unto the said Mess.rs
"Francis Latour &c. their Heirs, Executors,
"Administrators, & 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

"and paying therefor yearly and every
"year, unto the said President and
"Council of Fort St George for the
"time being the rent of Pagodas 20-41-13. ¥. Ch.
"on the Seventeenth Day of July in every
"year, if the same be lawfully de-
"manded, and yielding and paying
"therefor, at the end and expiration
"of every Thirty years of the Term hereby
"leased, 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 Thirty Pa-
"godas Current money of Fort St George.
"and the said Mess.rs Francis Latour &c
"do hereby for themselves, their Heirs
"Executors, Administrators and
"Assigns, covenant and promise to,
"and with the said President and
"Council, in the Manner and forme
"following; that is to say; that they the
"said Mess.rs Francis Latour & their Heirs,
"Executors, Administrators 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

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"time being, the said yearly Rent, and sums
"hereby reserved at the times, and in the
"manner and forme aforesaid, according
"to the reservation thereof, for and during
"the Term hereby demised: and further
"that the said Mess.rs Francis Latour
"& their Heirs, Executors, Adminis-
"trators 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 charges,
"well and sufficiently, uphold, sup-
"port, sustain, maintain, and
"amend, the same from time to time,
"and at all times during the said term.
"And further that they the said Mess.rs
"Francis Latour & 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 of the Premises
"hereby demised, or any part thereof

"to

"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 pre-
"mises, or any part thereof, which may
"grow to the annoyance, grievance,
"or damage of the said Company, their
"Tenants or the Inhabitants, or their
"Bounds; Provided Always, that if
"the said Mrs. Frances Latour & Co.
"their Heirs, Executors, Administrators,
"or Assigns shall at any time or
"times during the terme 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 Mrs. Frances Latour & Co. their
"Heirs, Executors, Administrators or
"Assigns, are or ought to be done
"and performed, that then it shall
"and may be lawful to, and for
"the said President and Council,
"for the time being, for, and on behalf
"of

8

"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, Co-
-venant, and agree to, and with
"them Mrs. Frances Latour & Co. their Heirs,
"Executors, Administrators and
"Assigns, that the said Mrs. Frances
"Latour & Co. their Heirs, Executors,
"Administrators or Assigns, pay-
-ing the said yearly Rent and sums
"reserved, and performing the Covenant
"hereinbefore 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 Terme of this demise, peaceably
"and quietly have, hold, use occupy,
"possess

"possess, and enjoy, the said Piece or Parcel
"of Grounds with the appurtenances with-
"out the Lawful Let, Suit, Trouble, Ejec-
"tion or Disturbance of the said Com-
"pany, or any person or Persons what-
"soever, 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 Mesrs.
"Francis Latour & Co their Heirs, Executors,
"Administrators, and Assigns, that they
"the said Messrs. Francis Latour & Co
"their Heirs, Executors Administrators,
"or Assigns, fulfilling the Covenants,
"and Agreements, herein before con-
"tained, and on their part to be per-
"formed 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

10
415

"Pagodas, Current money of Fort St Geo
"then this Lease shall and may be
"-newed for a further term of Nine
"years, upon such Terms and Con
"as shall be judged reasonable.
"Witness Whereof, the said Presid
"and Council have set their Ha
"and caused the Seal of the said
"-pany to be affixed, in Fort St Ge
"the Day and year first above w

3. I am given to understan
the subject of the 30 years fines, h
been before Government and
-posed of, but that of the 99 ye
lease has never been so far
I can learn, and I therefore
-mit for Consideration.

Govt. Agent's Office
27th December
1856.

I have the honor to b
Sig.d Edward Ba
Government Age

Read & ordered Letting Pa

Fron

No 7 of S. A.

From

Surgeon E. G. Balfour
Government Agent at Chepauk

To

J. Pycroft Esquire
Chief Secretary to Government
Fort St George

Sir,

The Right Honorable the Governor in Council in Extract Minutes of Consultation No 17 of 1857 directs to be furnished with a list showing the several Leases referred to in my Communication of the 27th December No 159 of 1856; the dates when they were respectively executed; the Quit Rent payable Annually when any; the fines payable when and to what amount; and what have been and have not been duly paid according to the terms of the Lease. I have the honor to report that my former letter had reference to every original Grant or Indenture

of

Land leased by this Government for building purposes to parties. The terms in the few Grants found amongst the records of the Carnatic Durbar, having attracted my attention, the facts as they subsequently were mentioned to me appear to be as follows.

2 The Lands are Granted for 99 years for building purposes, to be possessed so long as a tenantable building remains thereon, at an Annual Quit-Rent; with a fine every 30 years of 30 Pagodas and renewable or not at the pleasure of Government at the end of 99 years by payment of another fine of 100 Pagodas, and if so renewed the Lease stands good for another 99 Years.

3 I have the honor to mention that Copies of all the Leases in Chepauk Palace can be furnished. But my letter had reference to the whole building

Grants

grants given by the Government, for which the Annual Quit-Rents are regularly demanded and paid, but neither the 30 years fines nor the 99 years fines have ever, in any case, so far as I can understand, been even asked for; and however inadvertently the 30 years fines may have been neglected, the 99 years fines or redemptions need not in my opinion be so, and it was with this reason that I addressed Government. But the minuted information required by Government can only be furnished by the Board of Revenue.

I have the honorable &c.
Sgd/ Edward Balfour
Government Agent.

Govt Agent's Office
9th January
1857.

Memo

Lands held at the Presidency on lease from Government.

27 Decr/56

1. Shortly after assuming charge of the Duftur of his Highness the late Nabob of the Carnatic, Dr Balfour brought to the notice of Government the existence of certain deeds whereby Government had conveyed to the Nabob's third "Heirs administrators and assigns" certain lands within the Presidency limits and certain terms.

2. Some of these lands have been sold outright by the Government. The greater portion however are merely 99 years leases on a quit rent, renewable or not at the expiration of that term. Fines are payable every thirty years, houses must be built on the land and kept in repair. The lessee is at

al so hand to sub let the premises
to persons not under the license
of the Company or in any way
hostile to that Honorable Body.
And at the ~~expiration~~ of 99 years
or payment by the lessee of a fine
of 1600 Pagodas, then this lease
shall and may be renewed for a
"further term of 99 years upon such
"terms and conditions as may be
"deemed reasonable".

5. Dr. Balfour believes that these periodical fines and their rights of reversion have been heretofore neglected by Government - the first, avariciously, and the second unwittingly and he recommends a Revision.

4. In reply to para 4 he was requested to submit a list of the leases with full particulars and he explains that his letter had reference not only to the Church grants to copies of which can be had, if desired, but to the whole of the Buildings "grants given by Government, for which "the Annual Quit rents are regularly "demanded and paid, but neither "the 60 years fines nor the 99 years' "fines have ever in any case, so far "as I can understand been enforced "for"

5. It appears from the Records in the Government Office that the 80 leases of the terms of which have been correctly described above, were first granted in the year 1774 during Governor Alex.r Wynch. The number on the roll is 1366. Some are forfeited in the Mofussil Settlements and stations but the major part are for building sites in Madras City. The Governor took a lease of 66 & Sir Hector Munro and many other notables & Washingtons Sullivans Chases &c.

6. The next Paper on Rents &c

is a letter to Lord Hobart from the Board of Revenue dated 1st June 1797. It appears that the Superintendent of Company's Lands had sent up to the Board several applications for the issue of "grants" in respect of sundry Gardens, in the possession of the applicants, who at the same time produced as Title deeds, some Chowltry Court Bills of Sale, and some Sheriff's Bills of Sale. The Board were led to call for a list of all Gardens held under these two titles, and it was ascertained that Gardens 1171 were so held, out of which 185. only paid any Quit rent.

In whatever way these lands were transferred from one holder to another the Government Quit rent the Board opined, must still be paid. In July 1797, they observe an advertisement was published requiring all persons holding grants of

of Government to have the same registered, and they recommend that on the payment of arrears at 1½ Pagodas per Cawny from the said date, Grants be issued to all applicants who have Title Deeds of a date antecedent to July 1st and that the same be pursued for all enclosures made without the sanction of Government subsequently to that advertisement. This pursued it is supposed, as the Government are in the position of Chief Landlord, would be equivalent to an Ouster.

But see para 10

No answer to the above is forthcoming in the records at the Government Office.

8. On the 16th May 1800, the Board having reported to Government the existence of a great variety of Titles to land prevailing in Black Town, the difficulty in ascertaining

ascertaining the rights belonging
to each person and the encroach-
ments on the rights of the Company,
the Government (in the issue follow-
ing) directed the Board as follows

A. A Register of all
holdings to be established in the
Board's office, with a record of all
Title Deeds.

B. Regular Certificates
to be granted to all who asked
for them either in lieu of former
title Deeds, or where the possession
may have exceeded the grant
without any

C. Persons who should have
been 20 years undisturbed
occupation of Company's ground
not to be deemed Trespassers,
but to be furnished with formal
grant gratis without any payment on
account of purchase money.

D. Where encroachments
have

15 [illegible] 15

have been made within 20 years the
Ground to be sold, a preference in
right of pre-emption being allowed
the possessing incumbent.

21st August/00 4. The Board are not
well pleased with these terms, they
deprecate them as unnecessarily
liberal, and deplore the loss of
revenue which will arise from the
limitation of the prospect. The
Government, however, adhere to their
6th Sept.r/00 former resolution. They still think
the severest scrutiny impolitic. To
prevent future abuses, they will
allow the Superintendent of
Lands a Commission of 2½ per
Cent. on all sales.

10 On the 27th October
in the same year the Board again
bring before Government the subject
of their letter unanswered,
of the 1st June/99. The Government on
this occasion do not think it necessary
On the 31st ditto they record their opinion

that

and give their orders on the whole subject as under.

A

They agree with the Board that no Bill of Sale or what soever can exempt the incumbent from the payment of Quit Rents all such Title Deeds to the Lands without Black Seal should be at once called in and Grants and Certificates be granted in lieu thereof. A Grant of the ground is more than one Caution against a Certificate of Title as under

B

The Board therefore will consider no Ground exempt from Quit Rent unless under a Government grant specially exempting the holder from such Acknowledgement In such cases a fresh Certificate to be issued on the same terms.

C

Hence forth the grant of Government to Certificates of the Board shall be the only Title Deeds in force.

Approved

15

16/415

D

Approves of the Board's suggestion to demand arrears of Quit Rent from all Proprietors of Gardens who have neglected obedience to the repeated notifications of Government requiring them to take out grants from the period of enclosure. But in no case are the arrears to be demanded for any period antecedent to 1st January 1811. Nothing further comes on record till the year 1812. The Board then, October 5th, lay before Government 250 applications for grants received by them that the Collector of Madras In one of these cases it was represented that payment of Reserved Rent had been resisted on the plea that the present proprietor was not in possession at the time that the same became due. "The stipulation it appears "was here to for considered a mere "form and its fulfilment never required

Note - The Board state that in two Villages only Land yielding to 1100 Pags are assessable to the annual Rent of 1/8 per Cent of 1500 Pags has been so enclosed.

* explained in a subsequent letter as the fine payable every thirtieth year.